UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

---------- x **18 Civ. 7253 (NG)(PK)**

IN RE DENTSPLY SIRONA, INC. SECURITIES LITIGATION

---------- x

DECLARATION OF JEFFREY W. GOLAN IN SUPPORT OF: (1) LEAD PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND PLAN OF ALLOCATION; AND (2) LEAD COUNSEL'S MOTION FOR ATTORNEYS' FEES AND LITIGATION EXPENSES

TABLE OF CONTENTS

Page(s)

TABLE OF EXHIBITS

Exhibit 1	Declaration of Richard Keery, Strathclyde Pension Fund Investment Manager, in support of (A) Lead Plaintiff's Motion for Final Approval of Class Action Settlement and Plan of Allocation; (B) Lead Counsel's Motion for Attorneys' Fees and Reimbursement of Litigation Expenses; and (C) Lead Plaintiff's Request for Reimbursement of Costs and Expenses
Exhibit 2	Declaration of Adam D. Walter Regarding: (A) Mailing of the Notice and Claim Form; (B) Publication of the Summary Notice; and (C) Report on Requests for Exclusion Received to Date
Exhibit 3	Summary of Lead Counsel's Hours, Hourly Rates and Lodestar
Exhibit 4	Breakdown of Lead Counsel's Expenses by Category
Exhibit 5	Chart of Rates Charged by Peer Counsel in Complex Litigation

I, JEFFREY W. GOLAN, hereby declare as follows:

1. I am a partner of the law firm of Barrack, Rodos & Bacine ("Barrack Rodos"), which serves as Lead Counsel for Lead Plaintiff Strathclyde Pension Fund ("Lead Plaintiff" or "Strathclyde") and the Settlement Class in the above-captioned action (the "Action"). I have personal knowledge of the matters set forth herein based on my active participation in the prosecution and settlement of this Action.

2. The Settlement consists of an $84 million cash payment by or on behalf of Defendants Dentsply Sirona, Inc. ("Dentsply Sirona" or the "Company") and Jeffrey T. Slovin, Bret W. Wise, Christopher T. Clark, Donald M. Casey, Ulrich Michel, Mark A. Thierer and Nicholas W. Alexos (collectively, the "Officer Defendants"), and Michael C. Alfano, Eric K. Brandt, Paula H. Cholmondeley, Michael J. Coleman, Willie A. Deese, William F. Hecht, Francis J. Lunger, John L. Miclot, and John C. Miles II (collectively, the "Director Defendants," and, together with the Officer Defendants, the "Individual Defendants," and, together with Dentsply Sirona, "Defendants," and, together with Lead Plaintiff, the "Parties") for the benefit of the Settlement Class.[1] The Settlement was mediated before the Honorable Layn R. Phillips of Phillips ADR Enterprises, who was furnished with pre-mediation submissions by the Parties, conducted a two-day in person mediation session, and assisted the Parties to reach the proposed Settlement over a period of nine months. The Court preliminarily approved the Settlement on May 16, 2025 (ECF 178) (the "Preliminary Approval Order").

3. This declaration describes: (a) the legal efforts overseen by Lead Plaintiff and Lead Counsel, and the results of those efforts (PART I, ¶¶4-49); (b) the Settlement and the risks that

[1] All capitalized terms not otherwise defined herein have the same meaning as set forth in the Stipulation and Agreement of Settlement dated March 12, 2025 (ECF 173-1) (the "Settlement Agreement"), which was entered into by and among (i) Lead Plaintiff, on behalf of itself and the Settlement Class, and (ii) Defendants.

Lead Plaintiff and Lead Counsel considered in determining that the Settlement provides a very favorable recovery for the Settlement Class (PART II, ¶¶50-79); (c) the dissemination of notice of the Settlement to members of the Settlement Class (PART III, ¶¶80-85); (d) the proposed Plan of Allocation and the basis for it (PART IV, ¶¶86-94); and (e) the fee and expense application of Lead Counsel submitted with the approval of Lead Plaintiff (PART V, ¶¶95-123).

PART I – PROSECUTION OF THE ACTION

I. INITIATION AND PROSECUTION OF THE ACTION

A. The Filing of the Initial Complaint and Appointment of Lead Plaintiff and Lead Counsel

4. This case was initiated on December 19, 2018 with Boynton Beach General Employees' Pension Plan's filing of a class action complaint alleging violations of the federal securities laws. ECF 1.

5. On December 20, 2018, the case was assigned to District Judge Nina Gershon and Magistrate Judge Peggy Kuo.

6. On February 19, 2019, Strathclyde filed a motion seeking appointment as Lead Plaintiff and approval of its selection of Barrack Rodos as Lead Counsel. ECF 8. In that motion, Strathclyde represented that Barrack Rodos "has extensive experience litigating securities class actions and has successfully prosecuted numerous securities fraud class actions on behalf of injured investors," and that Barrack Rodos had been "appointed as lead counsel in dozens of securities class actions, including more than 40 since passage of the [Private Securities Litigation Reform Act ('PSLRA')]." ECF 8-1 at 13 (citation omitted); *see also id.* at 13-14 (listing securities class actions in which Barrack Rodos achieved significant recoveries for investors). That same day, two other public pension funds jointly filed a similar motion, ECF 9, 10 & 11, and on March 5, 2019, they filed a notice of non-opposition to Strathclyde's motion after having determined that

they did not have the largest financial interest in the case, ECF 12. Among the documents submitted on behalf of Strathclyde were initial motion papers, a brief, a declaration of counsel and a certification of Strathclyde's internal investment manager, loss charts, and a reply brief in support of the motion. ECF 8 & 13.

7. On March 8, 2019, the Court appointed Strathclyde as Lead Plaintiff and approved its selection of Barrack Rodos as Lead Counsel. ECF 14 & 15.

B. Lead Counsel's Investigation and the Filing of the Complaints

8. Prior to and following the Court's appointment of Lead Plaintiff, Lead Counsel conducted a thorough review and analysis of materials authored, issued, or presented by Dentsply Sirona, and its predecessors Dentsply International, Inc. ("Dentsply Intl.") and Sirona Dental Systems, Inc. ("Sirona"), including: (i) regulatory filings with the U.S. Securities and Exchange Commission ("SEC"), comprising Forms 10-K, 10-Q, and 8-K, registration statements and prospectuses, (ii) conference call transcripts, (iii) press releases, (iv) investor presentations, and (v) other communications issued publicly during the class period and beyond. Lead Counsel also reviewed numerous news articles and research reports by securities and financial analysts in order to, among other things, gauge the impact of Dentsply Sirona's, Dentsply Intl.'s, and Sirona's statements on the marketplace. Additionally, Lead Counsel reviewed and analyzed pleadings and evidence cited in the enforcement action brought by the Federal Trade Commission against Dentsply Sirona's distribution partners, as well as in other litigation involving Dentsply Sirona and/or its distribution partners.

9. On May 6, 2019, Lead Plaintiff filed a 129-page, 337-paragraph Class Action Complaint of Lead Plaintiff Strathclyde Pension Fund ("First Complaint"). ECF 18. The First Complaint asserted claims on behalf of all persons or entities who: (1) purchased the common stock of Dentsply Intl. and Dentsply Sirona between February 20, 2014 and August 7, 2018; (2)

acquired shares of the common stock of Dentsply Sirona in exchange for their shares of common stock of Sirona in connection with the merger of Dentsply Intl. and Sirona on or about February 29, 2016 (the "Merger"); or (3) are former Dentsply Intl. shareholders who held shares as of December 2, 2015 and were entitled to vote with respect to the Merger; and were damaged thereby. Defendants and their affiliates were expressly excluded from this class. The First Complaint alleged that Defendants made materially false and misleading statements or omissions regarding (i) a build-up of inventory at Patterson Companies, Inc. ("Patterson"), one of the company's major distributors (the "Inventory Theory"), and (ii) an anti-competitive conspiracy among the company's three largest United States distributors (the "Distributor Conspiracy Theory").

10. As part of the allegations supporting the Inventory Theory, the First Complaint alleged that Defendants failed to disclose a massive build-up of excess inventory at Sirona's, and later Dentsply Sirona's exclusive distributor of certain dental imaging products, Patterson, which was caused by the Company's exclusive distribution agreements with Patterson that required minimum purchases of product regardless of end-user demand. While the distribution agreements were made public, the details of the minimum purchase requirements were redacted from the public versions of the agreements and the quantity of Sirona and Dentsply Sirona inventory built up at Patterson was also undisclosed. The First Complaint also alleged that after Patterson announced that it was ending the exclusive relationship, Dentsply Sirona falsely assured the market that any effect on the Company's financial results from Patterson's reduced purchases and destocking would be mitigated by the addition of Henry Schein, Inc. ("Schein") as a new distributor of these products. As for the Distributor Conspiracy Theory, the First Complaint alleged that Dentsply Intl. and later Dentsply Sirona's financial results were propped-up by an

illegal and anti-competitive conspiracy among its three largest distributors of dental products in the United States, with the assistance of Dentsply Intl. and later Dentsply Sirona.

11. The First Complaint asserted: (i) claims under Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and SEC Rule 10b-5, 17 C.F.R. § 240.10b 5, promulgated thereunder, against Dentsply Sirona and the Officer Defendants; (ii) claims under Section 20(a) of the Exchange Act, 15 U.S.C. § 78t(a), against the Officer Defendants; (iii) claims under Section 11 of the Securities Act, 15 U.S.C. § 77k, against Dentsply Sirona, the Director Defendants, and Officer Defendants Wise, Clark, Slovin and Michel; (iv) claims under Section 12(a)(2) of the Securities Act, 15 U.S.C. § 77l(a)(2), against Dentsply Sirona; (v) claims under Section 15 of the Securities Act, 15 U.S.C. § 77o, against the Director Defendants and Officer Defendants Wise, Clark, Slovin and Michel; (vi) claims under Section 14(a) of the Exchange Act, 15 U.S.C. § 78n(a), and SEC Rule 14a-9, 17 C.F.R. § 240.14a-9, promulgated thereunder, against Dentsply Sirona, the Director Defendants, and Officer Defendants Wise, Clark, Slovin and Michel; and (vii) claims under Section 20(a) of the Exchange Act, 15 U.S.C. § 78t(a), against Officer Defendants Wise, Clark, Slovin and Michel.

12. On June 20, 2019, Defendants filed a letter requesting a pre-motion conference regarding their anticipated motion to dismiss the First Complaint. ECF 23. Lead Plaintiff filed a response on June 27, 2019. ECF 24. A pre-motion conference was held before Judge Gershon on July 3, 2019, at which time the Parties agreed to a briefing schedule on Defendants' motion to dismiss. Lead Plaintiff also voluntarily dismissed its claims pursuant to Section 14(a) of the Exchange Act without prejudice, conceding such claims were time-barred.

13. Defendants served their motion to dismiss the First Complaint on August 15, 2019. ECF 31, 42-44. Lead Plaintiff served its response in opposition on September 26, 2019, ECF 36, 45 & 46, and on October 21, 2019, Defendants served their reply in support of their motion, ECF

40, 47 & 48. On October 21, 2019, the Court granted the Parties leave to file supplemental briefs regarding this motion, and Lead Plaintiff served its supplemental brief on October 31, 2019. ECF 41 & 49. Pursuant to Judge Gershon's Individual Practice Rule 3.C. (the "Bundling Rule"), on November 7, 2019, Defendants filed a complete set of motion papers, including their supplemental brief in support of their motion. ECF 50 & 51.

14. While the motion to dismiss was pending, on December 16, 2020, the SEC issued an order titled *In the Matter of Dentsply Sirona Inc.*, File No. 3-20170, Order Instituting Cease-and-Desist Proceedings Pursuant to Section 21C of the Securities Exchange Act of 1934, Making Findings, and Imposing a Cease-and-Desist Order (Release No. 90681, December 16, 2020) (the "Cease-and-Desist Order"). The Cease-and-Desist Order announced the settlement of the SEC's investigation of Dentsply Sirona's accounting and disclosures concerning Patterson, which was referred to in the First Complaint. On January 8, 2021, the Parties filed a Stipulation and Proposed Order Regarding Scheduling, notifying the Court of this development, that Defendants' motion to dismiss the First Complaint was withdrawn, and that Lead Plaintiff would file an amended complaint on or before January 22, 2021. ECF 58.

15. On January 22, 2021, Lead Plaintiff filed the Amended Class Action Complaint of Lead Plaintiff Strathclyde Pension Fund, ECF 59, and on January 25, 2021, Lead Plaintiff filed the Corrected Amended Class Action Complaint of Lead Plaintiff Strathclyde Pension Fund (the "Complaint"), ECF 60. The Complaint contained new allegations addressing the Cease-and-Desist Order, but was otherwise identical to the First Complaint. In particular, the Complaint included numerous factual findings by the SEC from the Cease-and-Desist Order confirming that between 2013 and 2016, Sirona (and then Dentsply Sirona) knew that its exclusive distribution partner in the U.S. (Patterson) was massively overstocking Sirona/Dentsply Sirona inventory and that by the

end of the first quarter of 2016 at the very latest, Dentsply Sirona's top executives (including some of the Individual Defendants) were aware of, but failed to disclose, this massive build-up of inventory in the distribution channel arising from minimum purchase requirements that were in excess of end-user demand, and which posed a material risk to Dentsply Sirona's financial condition. As a result, Dentsply Sirona submitted an offer of settlement that was accepted by the SEC and paid a civil money penalty in the amount of $1,000,000.

C. Briefing and the Court's Ruling on Defendants' Motion to Strike and Motion to Dismiss the Complaint

16. On March 8, 2021, Defendants moved to dismiss the Complaint. ECF 62 & 68-70. In their 45-page memorandum of law, Defendants asserted that: (1) Lead Plaintiff's claims were time-barred; (2) Lead Plaintiff failed to sufficiently allege actionable misstatements or omissions, as (i) immaterial general statements and expressions of corporate optimism are not actionable, (ii) any omission regarding the Distributor Conspiracy Theory did not render Defendants' statements misleading, (iii) Lead Plaintiff failed to allege any statement was misleading due to the omission regarding Patterson's excess inventory, (iv) statements about trends, risks, and projections were protected by the safe harbor for forward-looking statements, (v) Lead Plaintiff failed to allege any claim based on violation of SEC Regulation S-K, including failing to allege any trend known by management that should have been disclosed, and (vi) Lead Plaintiff failed to allege any factual basis for claiming that Dentsply Sirona violated generally accepted accounting principles ("GAAP"); (3) Defendants had not acted with scienter; (4) any omitted information about Sirona in the Registration Statement for the Merger would have been immaterial to Sirona shareholders; (5) Lead Plaintiff failed to adequately allege loss causation, as none of the corrective disclosures revealed any previously undisclosed facts; and (6) Lead Plaintiff failed to adequately plead any control person claims. ECF 69 at 15-45. Defendants also moved

to strike references to the Cease-and-Desist Order in the Complaint. *Id.* at 15. Defendants filed 46 exhibits with their motion. ECF 70.

17. On April 22, 2021, Lead Plaintiff served a 55-page response in opposition to Defendants' motion to dismiss and motion to strike. ECF 64 & 71. In its response, Lead Plaintiff argued that: (1) the Cease-and-Desist Order confirmed Defendants' knowing misconduct and allegations based on it should be considered by the Court; (2) the Complaint properly pled false and misleading statements and omissions during the class period, including in the Registration Statement; (3) the Complaint pled strong direct and circumstantial evidence of scienter; (4) Lead Plaintiff's claims were timely; (5) the Complaint adequately alleged loss causation; and (6) the Complaint adequately alleged actionable control person claims. ECF 71 at 12-55. On May 21, 2021, Defendants served their 25-page reply, along with 4 exhibits, ECF 67, 72 & 73, and that same day, pursuant to the Bundling Rule, Defendants filed a complete set of motion papers. While the motion to strike and motion to dismiss were pending, the Parties filed six letters concerning supplemental authority potentially relevant to the motions. ECF 76-81.

18. On March 29, 2023, Judge Gershon issued a 50-page Opinion and Order denying the motion to strike and, while finding that certain of the alleged misrepresentations and omissions were not actionable, otherwise denying Defendants' motion to dismiss. ECF 83. Specifically, Judge Gershon found that: Lead Plaintiff's claims were not barred by the applicable statutes of limitations; Lead Plaintiff pleaded actionable misstatements and omissions, aside from certain statements and omissions relating to the Distributor Conspiracy Theory; Lead Plaintiff pleaded facts supporting a strong inference of scienter; Lead Plaintiff adequately pleaded loss causation; the materiality of misstatements and omissions asserted on behalf of persons who acquired Dentsply Sirona common stock in exchange for shares of Sirona common stock in the Merger

should be determined later in the litigation based on a more developed factual record; and Lead Plaintiff's control person claims were sufficiently pleaded. *Id.*

19. On May 19, 2023, Defendants filed their answer to the Complaint, in which they denied the claims and asserted 36 affirmative and other defenses. ECF 90.

D. Prosecution of the Action through Fact Discovery

20. On May 17, 2023, the Parties filed their proposed scheduling order. ECF 89. Following a telephonic scheduling conference before Magistrate Judge Kuo, the proposed scheduling order was approved by the Court on May 31, 2023. ECF 93. Magistrate Judge Kuo also directed the Parties to file a joint status report by November 15, 2023 and a joint proposed discovery plan setting forth deadlines for expert discovery and any motion practice by May 15, 2024.

21. On June 20 2023, the Court entered as an Order of the Court the Parties' Stipulated Electronic and Hard Copy Discovery Order. ECF 94 & 95.

22. Lead Plaintiff served on Defendants three sets of requests for production of documents, comprising 83 individual document requests. Defendants also served on Lead Plaintiff a set of 29 requests for the production of documents. Over the course of several months, the Parties engaged in numerous meet-and-confers, including written communications, concerning the appropriate scope of the Parties' reviews and productions, including negotiating appropriate custodians, search terms, and sources of electronically stored information. As a result of these negotiations, Defendants produced over 480,000 documents and the Parties cumulatively produced more than 2.4 million pages of documents. The productions made by Defendants included the entire production Dentsply Sirona had previously made to the SEC during its investigation, along with the transcripts and exhibits from the SEC depositions of three Dentsply Sirona executives—Individual Defendants Slovin, Clark and Wise.

23. Given the importance of non-parties Patterson and Schein to the case, Lead Plaintiff subpoenaed each of them and engaged in several meet and confers with their counsel concerning the scopes of their document productions. Patterson made multiple productions of documents to Lead Plaintiff. Schein made an initial production of documents and, as part of the meet-and-confer process, it was understood that additional productions may be requested after this initial production was reviewed by Lead Counsel. Additionally, Lead Plaintiff served subpoenas on Dentsply Sirona's auditors who performed work on Dentsply Sirona's goodwill impairments, PricewaterhouseCoopers LLP and Deloitte LLP, which each produced documents. Lead Plaintiff also obtained by subpoena the SEC deposition of Michael Augins, a former Dentsply Sirona executive.

24. On November 7, 2023, the Parties filed a joint letter to Magistrate Judge Kuo requesting a conference and setting forth their respective positions regarding certain discovery disputes that they had discussed telephonically but were unable to resolve. ECF 109. Three issues were presented to the Court: (1) Lead Plaintiff objected to producing documents relating to its investments in Dentsply that were held by its investment manager, Veritas Asset Management LLP ("Veritas"),[2] which made the investments on Lead Plaintiff's behalf, on the grounds that such documents were not within Lead Plaintiff's possession, custody, or control; (2) Lead Plaintiff objected to producing a Veritas witness pursuant to a Rule 30(b)(6) deposition notice issued to Lead Plaintiff on October 30, 2023; and (3) Lead Plaintiff objected to producing documents related to its securities lending program on the grounds that Defendants had failed to establish their potential relevance. *Id.*

[2] Strathclyde and Veritas are both located in the United Kingdom.

25. Magistrate Judge Kuo held a conference concerning this dispute on November 16, 2023, at which time she denied Defendants' discovery requests. Magistrate Judge Kuo found that: (1) because Veritas had complete discretion and control with respect to Strathclyde's investments, outside of certain quarterly reports provided to Strathclyde (which had already been produced), Strathclyde did not have possession, custody or control over Veritas's other records concerning those investment decisions and could not be compelled to produce them; (2) because Veritas was not a party to the litigation, in order for Defendants to depose someone who could speak to what Veritas did, they would need to subpoena a Veritas representative, and a 30(b)(6) notice was not the proper mechanism; and (3) because Lead Counsel expressed on the record that Strathclyde did not have records with respect to its securities lending, there was nothing for it to produce. However, without waiving any arguments as to relevance, Lead Counsel agreed at the conference to produce Strathclyde's securities lending agreement with Northern Trust, the financial institution that facilitated the lending of Strathclyde's securities.

26. Defendants filed objections to Magistrate Judge Kuo's denial of their discovery requests on November 30, 2023. ECF 114. Defendants argued that: (1) Lead Plaintiff controls documents held by Veritas because Veritas is its agent and because the investment management agreement gives Lead Plaintiff the right to obtain information about investments made on its behalf, and thus, Lead Plaintiff should be compelled to produce these documents; and (2) Lead Plaintiff should be compelled to produce a designee under Rule 30(b)(6) to testify regarding investment decisions made on its behalf by Veritas, including a representative from Strathclyde and a representative from Veritas. *Id.* Defendants did not object to Magistrate Judge Kuo's Order with respect to the securities lending issue. *Id.* Lead Plaintiff filed a response in opposition to Defendants' objections on December 14, 2023. ECF 119.

27. On March 14, 2024, Judge Gershon entered an Order on Defendants' objections in which she concluded that (1) because Strathclyde was entitled under its agreement with Veritas to obtain the information from Veritas that Defendants were seeking, that information was within Strathclyde's control, and (2) a Veritas witness would not be a proper witness for Lead Plaintiff under Rule 30(b)(6). ECF 128. Judge Gershon also noted, regarding Defendants' request for a Strathclyde witness with knowledge of Veritas's investment decisions to testify pursuant to Rule 30(b)(6), that there was no dispute that no such witness exists. *Id.* Judge Gershon directed Lead Plaintiff to produce the Veritas documents requested in Defendants' motion to compel. *Id.* Accordingly, as part of its production, Lead Plaintiff produced several batches of Veritas documents to Defendants.

28. In late 2024 and early 2025, Lead Plaintiff took the depositions of 3 former Dentsply Sirona employees and noticed the depositions of 14 other fact witnesses. If the case had not settled, Defendants would have also likely noticed the depositions of various third-party witnesses.

E. Class Motion Proceedings

29. On September 29, 2023, Lead Plaintiff filed its motion for class certification and appointment of class representative and class counsel. ECF 101, 102 & 103. Lead Plaintiff sought certification of a class consisting of all persons, other than Defendants and their affiliates, who: (i) purchased or otherwise acquired the common stock of Dentsply Intl. and its successor-in-interest Dentsply Sirona between February 20, 2014 and August 7, 2018 (the "Original Class Period") and were damaged thereby; and (ii) acquired the common stock of Dentsply Intl. in exchange for their shares of common stock of Sirona in connection with the Merger and were damaged thereby. Lead Plaintiff, which purchased 311,406 shares of Dentsply Intl. and Dentsply Sirona stock during the Original Class Period and received 306,418 Dentsply Sirona shares in connection with the Merger,

sought to be certified as class representative. In support of the motion for class certification, Lead Plaintiff submitted a 25-page memorandum of law and a declaration of counsel that provided factual support and exhibits, including a 70-page market efficiency expert report of Frank C. Torchio, CFA, which itself had 9 exhibits.

30. On October 30, 2023, as mentioned above, Defendants served a Notice of Deposition to Lead Plaintiff Pursuant to Rules of Civil Procedure 26 and 30(b)(6). Lead Plaintiff served objections to Defendants' Notice on January 17, 2024, but otherwise agreed to proffer a witness prepared to testify to the majority of the noticed topics. On January 25, 2024, Defendants took the deposition of Richard McIndoe, the Director of Strathclyde. On January 16, 2024, Defendants took the deposition of Mr. Torchio.

31. On February 8, 2024, Defendants filed a 40-page response in opposition to the class certification motion, which was accompanied by a declaration of counsel with 21 exhibits, including several SEC filings from Dentsply Sirona and Dentsply Intl., Strathclyde's Statement of Investment Principles, the Investment Management Agreement between Strathclyde and Veritas, and various documents produced in the case, among other documents. ECF 122 & 123. Defendants also filed the reports of three experts: Lawrence Wu, Ph.D., an economist who evaluated the Distributor Conspiracy Theory allegations; Matthew C. Ringgenberg, Ph.D., who provided a report on the practice of securities lending; and Faten Sabry, Ph.D., who responded to the opinions of Mr. Torchio regarding the price impact of the alleged misstatements. ECF 124, 125 & 126.

32. Defendants made several arguments opposing class certification. First, Defendants argued that individual issues of reliance would predominate for any class that included the Distributor Conspiracy Theory because: (i) there was a "genericness" gap between the corrective

disclosure and the alleged misstatements; (ii) the corrective disclosure did not refer to any of the alleged misstatements; (iii) Lead Plaintiff alleged the misstatements were misleading by omission; and (iv) a truthful but equally generic substitute would not have impacted the stock price. ECF 122 at 4-18. Second, Defendants argued that the class period could not extend beyond the August 9, 2017 disclosure because there was not likely to be any typical or adequate class representative, including Lead Plaintiff, for this post-disclosure period due to a disproportionate number of post-disclosure purchases by Lead Plaintiff and other potential members of the class. *Id.* at 18-19. Third, Defendants challenged certification of the Securities Act Class, which included all former Sirona shareholders who exchanged their shares for Dentsply Sirona shares in the Merger, arguing that: (i) many members of the proposed Securities Act Class must be excluded because their shares acquired in the Merger were either sold or disposed of by securities lending before the first corrective disclosure; (ii) determining which class members retained Merger shares through the corrective disclosures would require individualized inquiries, thereby defeating predominance; and (iii) Lead Plaintiff's argument that the class was sufficiently numerous because of the high daily class period trading volume undercut numerosity for the Securities Act Class because it implies a higher likelihood that holders of Merger shares sold or disposed of those shares before the first corrective disclosure. *Id.* at 19-30. Fourth, Defendants argued that the two theories of liability—the Distributor Conspiracy Theory and the Inventory Theory—created intraclass conflicts because (i) Exchange Act Class Members that purchased Dentsply Intl. stock before the Merger could not have been misled by statements regarding Sirona, so they had no stake in the Inventory Theory, and (ii) if it were proven that the Registration Statement for the Merger misleadingly omitted problems with Patterson's inventory of Sirona products, that would imply Sirona's share price was inflated and that putative Securities Act Class Members were benefited,

not harmed, under the Inventory Theory as they would have been over-paid in the Merger. *Id.* at 30-35. Thus, according to Defendants, some class members benefited from the alleged misconduct, and proof of some class members' claims would disprove the claims of others, as different class members would have different interests in proving the cause of the losses that occurred on the corrective disclosure dates. *Id.* at 31-32. Fifth, Defendants argued that Strathclyde could not be appointed class representative because it was inadequate and atypical. *Id.* at 35-38. Finally, Defendants argued that although the case was initiated within the applicable statutes of repose, the claims of non-named class members were time-barred as they could not be deemed parties to the litigation before class certification. *Id.* at 38-40.

33. Lead Plaintiff took the depositions of Dr. Ringgenberg on April 19, 2024, Dr. Wu on April 23, 2024, and Dr. Sabry on May 1, 2024.

34. On May 10, 2024, Lead Plaintiff filed its 21-page reply in support of the class certification motion, along with a declaration of counsel attaching 8 exhibits. ECF 132 & 133. In that reply, Lead Plaintiff explained:

> Defendants have presented extensive evidence and arguments to show that any alleged misrepresentations or omissions concerning the Distributor Conspiracy Theory had no impact on the price of Dentsply Intl. or Dentsply Sirona stock, either at the times they were made (*i.e.*, front-end impact) or at the times of the four alleged corrective disclosures (*i.e.*, back-end impact). Given Defendants' evidence in support of their lack of price impact argument with respect to the Distributor Conspiracy Theory claims, Lead Plaintiff no longer believes that the Distributor Conspiracy Theory is sustainable on a class-wide basis under the U.S. Supreme Court's decisions in *Halliburton Co. v. Erica P. John Fund, Inc.*, 573 U.S. 258, 279–84 (2014) (*Halliburton II*) and *Goldman Sachs Grp., Inc. v. Ark. Tchr. Ret. Sys.*, 594 U.S. 113, 122 (2021), and the Second Circuit's follow-on decision in *Ark. Tchr. Ret. Sys. v. Goldman Sachs Grp., Inc.*, 77 F.4th 74, 101–03 (2d Cir. 2023).

ECF 132 at 3-4 (footnote omitted). As a result of making this determination, Lead Plaintiff modified the definition of the proposed Class to include only persons who purchased the common stock of Dentsply Intl. or Dentsply Sirona on the open market from December 8, 2015 to August

6, 2018, inclusive, and were damaged thereby (the "Class Period").[3] "Through this modification, Lead Plaintiff [announced it] [wa]s no longer seeking class certification of: (1) the remaining Securities Act claims associated with the Merger; and (2) Exchange Act claims of Dentsply Intl. purchasers from February 20, 2014 through December 7, 2015." *Id.* at 1. Additionally, Lead Plaintiff responded to Defendants' arguments by asserting that: (i) the Class Period should not be truncated to end with the first partial corrective disclosure because (a) purchases made after a partial disclosure have no significance where alleged misstatements continued thereafter, (b) ending the class with the first partial disclosure would, under Defendants' logic, cause even more inadequacy as the post-disclosure purchases at issue would have been made after the Class Period ended, and (c) the law in this Circuit is that post-class period purchases do not bear on whether the putative class representative relied on the integrity of the market before the information at issue was corrected; (ii) Strathclyde is typical and adequate and not subject to unique defenses, as there is nothing to suggest that Veritas secured inside, non-public information when making Strathclyde's investments in Dentsply and Strathclyde's post-disclosure period purchases, again, have no bearing on whether it relied on the integrity of the market before the information at issue was corrected; and (iii) the statute of repose in the Exchange Act does not bar class certification as Defendants' argument that putative class members' claims only attach at class certification is contrary to the language of the Exchange Act and has been rejected by every court that has confronted it. *Id.* at 3-21.

[3] This modified Class Period is the period used for settlement purposes. *See* Declaration of Adam D. Walter Regarding: (A) Mailing of the Notice and Claim Form; (B) Publication of the Summary Notice; and (C) Report on Requests for Exclusion Received to Date ("Walter Decl."), attached hereto as Exhibit 2, at Ex. A ("Notice") at 1.

35. Defendants sought leave to file a sur-reply in opposition to the class certification motion, which would be due within three weeks of Lead Plaintiff producing the remainder of the Veritas documents that the Court had ordered Lead Plaintiff to produce. ECF 142. The Court granted Defendants' request for a sur-reply on August 7, 2024. Defendants filed their 15-page sur-reply on September 6, 2024, arguing that: (i) the class as modified by Lead Plaintiff's reply brief does not moot inherent class conflicts because many Sirona exchangers remain in the putative class, and they benefited from the alleged fraud; and (ii) the Veritas document production confirms that Strathclyde is subject to unique defenses. ECF 157 at 1-15; *see also* ECF 156. Defendants filed 16 exhibits in support of their sur-reply. ECF 158.

36. On September 27, 2024, Lead Plaintiff sought leave to file a sur-sur-reply brief in further support of its motion for class certification. ECF 160. Lead Plaintiff noted that it believed further discovery on the class certification motion was necessary to properly address the arguments raised in Defendants' sur-reply as it relates to Veritas's relationship with the Company and its management vis-à-vis other large shareholders, including the deposition of Dentsply Sirona's Vice President of Investor Relations during the Class Period, Joshua Zable, and the production of documents by Defendants pursuant to Lead Plaintiff's recently issued Third Request for Production of Documents pertaining to the Company's communications and meetings with significant shareholders and/or investment advisors and investment managers, as well as the Company's communications and policies concerning Regulation FD.[4] *Id.* at 3. Accordingly, Lead Plaintiff requested leave to file its sur-sur-reply brief within three weeks of the completion of

[4] "In general terms, Regulation FD prohibits a company and its senior officials from privately disclosing any material nonpublic information regarding the company or its securities to certain persons such as analysts and institutional investors." *S.E.C. v. Siebel Sys., Inc.*, 384 F. Supp. 2d 694, 696 (S.D.N.Y. 2005).

Defendants' document production responsive to these requests and the deposition of Mr. Zable. *Id.* The Court granted this request on October 7, 2024. Mr. Zable's deposition was taken on November 12, 2024.

37. Lead Plaintiff filed its 15-page sur-sur-reply brief, with 14 supporting exhibits, on December 6, 2024. ECF 167, 168 & 169. First, Lead Plaintiff argued that Strathclyde is not subject to unique defenses because: (i) Veritas did not have a disqualifying relationship with Company management, as this relationship was typical of the Company's relationships with many other large institutional investors and investment advisors during the Class Period, and institutional investor interactions with Company insiders where no material non-public information ("MNPI") is shared do not create unique defenses; (ii) Veritas did not receive MNPI about Dentsply Sirona from customers or experts; (iii) Veritas did not trade based on MNPI and its investment opinions are not a unique defense as investment advisors routinely value stocks differently than the market price; and (iv) again, the post-disclosure and post-Class Period purchases are not a unique defense pursuant to caselaw in this Circuit. ECF 168 at 1-12. Lead Plaintiff also argued that there are no inherent conflicts in the modified class, as Sirona shares exchanged in the Merger are not encompassed by the modified proposed class definition, which consists only of common stock shares that were purchased ***on the open market*** from December 8, 2015 to August 6, 2018, inclusive, and, therefore, the Sirona exchangers are only in the modified class by virtue of their different, open-market purchases. *Id.* at 12-15.

F. Briefing on Defendants' Motion for Judgment on the Pleadings

38. On November 27, 2023, Defendants filed a letter requesting a pre-motion conference regarding their anticipated motion for judgment on the pleadings. ECF 112. Lead Plaintiff responded on December 11, 2023, ECF 118, and the Parties attended a conference before Judge Gershon on March 15, 2024, at which time Lead Plaintiff agreed to voluntarily dismiss its

Section 11 claims and its Section 15 claim against Defendant Michel, and the Court set a briefing schedule for Defendants' motion.

39. On June 7, 2024, Defendants served their motion for judgment on the pleadings, along with a declaration of counsel attaching 8 exhibits. ECF 138, 143, 144 & 145. In their 25-page brief in support of their motion, Defendants first argued that pre-Merger purchasers of Dentsply Intl. stock lack standing to assert Exchange Act claims relating to statements about Sirona (in the Registration Statement for the Merger) under the purchaser/seller rule, which limits standing to bring a claim under Section 10(b) to the purchasers or sellers of securities about which a misstatement was made. ECF 144 at 10-11 (citing *Menora Mivtachim Ins. Ltd. v. Frutarom Indus. Ltd.*, 54 F.4th 82, 84 (2d Cir. 2022)). Next, Defendants argued that Lead Plaintiff does not allege any actionable claim relating to statements made after August 9, 2017 or any actionable claim against Defendants Casey, Alexos and Thierer (the "New Management Defendants"), who became executives thereafter, because the Complaint does not allege scienter with respect to any allegedly false or misleading statements on or after August 9, 2017, and because these statements are opinions or forward-looking statements that are not actionable. *Id.* at 12-21. Finally, Defendants argued that Lead Plaintiff's individual, non-class action claims should be dismissed because: (1) the Section 12(a)(2) claim is time-barred; (2) the control person claim under Section 15 fails because it is derivative of the Section 11 claim, which was voluntarily dismissed, and the Section 12(a)(2) claim, which is time-barred; and (3) the Section 10(b) claim relating to the Distributor Conspiracy Theory is not entitled to any presumption of reliance on the efficient market, as Lead Plaintiff admitted that the omission of the distributor conspiracy did not have any impact on Dentsply Sirona's stock price. *Id.* at 21-25.

40. On July 26, 2024, Lead Plaintiff served its 25-page response in opposition to Defendants' motion for judgment on the pleadings. ECF 141, 147 & 148. Lead Plaintiff argued that many of Defendants' arguments had already been raised and rejected at the motion to dismiss stage, and that the instant motion appeared to be an attempt to avoid confronting the damaging evidence supporting Lead Plaintiff's claims that had already been produced in discovery. ECF 147 at 1-3. Accordingly, Lead Plaintiff submitted a declaration of counsel along with 24 exhibits, primarily consisting of documents produced by Defendants and Patterson, which it used to show that "Lead Plaintiff has extensive record evidence in support of its claims that defendants knowingly or recklessly made false or misleading statements and omissions after August 9, 2017." ECF 148 ¶ 2 (footnote omitted). Lead Plaintiff's response brief argued that: (1) the Complaint sufficiently alleged defendants' scienter for the false and misleading statements after August 9, 2017; (2) the post-August 2017 statements are actionable statements of fact conclusively asserting that the Company was benefiting from its new non-exclusive arrangements with Patterson and Schein, rather than forward-looking or opinion statements that are not actionable; and (3) the pre-Merger purchasers of Dentsply Intl. stock had standing to assert Exchange Act claims based on the misrepresentations in the Registration Statement because these misrepresentations were made by *Dentsply Intl.* about *Dentsply Intl.'s* calculations of goodwill and adherence to GAAP, and these facts are therefore distinguishable from those in *Frutarom*, 54 F.4th at 84, where shareholders of the acquiring company sued the target company for pre-merger misstatements made by the target company about itself. ECF 147 at 11-25. Lead Plaintiff also noted that it would not oppose the portion of Defendants' motion seeking dismissal of its individual non-class action claims. *Id.* at 3 n.3.

41. On August 16, 2024, pursuant to the Bundling Rule, Defendants filed a complete set of motion papers, including their 10-page reply in support of their motion. ECF 149 & 150. In their reply, Defendants continued to support the main arguments in their motion and also argued that the Court should disregard the materials submitted with Lead Plaintiff's response, contending that those documents are not incorporated by reference into the Complaint nor matters of which the Court may take judicial notice. ECF 149.

II. THE PARTIES' MEDIATION EFFORTS AND PRELIMINARY APPROVAL OF THE SETTLEMENT

42. The Parties began exploring the possibility of a settlement in early 2024. The Parties agreed to engage in private mediation and retained the Honorable Layn R. Phillips of Phillips ADR Enterprises ("Judge Phillips") to act as mediator in the Action. Judge Phillips is a former United States District Judge and the founder of Phillips ADR, and for the last decade he has served as a mediator in cases that have collectively resulted in several billion dollars in settlements annually, including complex litigation and numerous securities class actions. *See* https://phillipsadr.com/our-team/layn-phillips/. In the mediation of this Action, Judge Phillips was assisted by his Phillips ADR colleague, Caroline Cheng (together with Judge Phillips, the "Mediator").

43. In advance of the mediation, the Parties—through their counsel—prepared and exchanged written submissions to the Mediator in an effort to inform the Mediator of the evidence, claims, and defenses of the Parties as well as the relative positions of the Parties on key issues in the case.

44. On June 11-12, 2024, counsel for the Parties, Defendants' insurance carriers, and certain Party personnel participated in a two-day mediation session before the Mediator. A

representative from Lead Plaintiff participated via telephone and was also available by email. The session ended without any agreement being reached.

45. After the mediation session concluded, the Parties continued to engage in settlement negotiations facilitated by the Mediator while the litigation proceeded. Ultimately, following months of negotiations, Judge Phillips made a Mediator's Recommendation that the Action be settled for $84 million, which the Parties accepted on January 16, 2025.

46. Thereafter, Judge Phillips observed, ***"the proposed Settlement is the result of vigorous arm's-length negotiation by all involved Parties. I believe, based on my extensive discussions with the Parties and the information made available to me both before and during the Mediation, that the Settlement was negotiated in good faith and that the Settlement is fair and reasonable."*** Notice ¶26.

47. The agreement's terms were memorialized in a term sheet executed on January 30, 2025 (the "Term Sheet"). The Term Sheet, which resulted from extensive discussions among counsel, sets forth, among other things, the Parties' agreement to settle and release all claims against Defendants in return for a cash payment of $84,000,000 by or on behalf of Defendants for the benefit of the Settlement Class, subject to certain terms and conditions.

48. The Parties' counsel thereafter created and formalized the Settlement documents, including the: (a) Settlement Agreement; (b) Notice of (I) Pendency of Class Action and Proposed Settlement, (II) Settlement Hearing, and (III) Motion for Attorneys' Fees and Litigation Expenses ("Notice"); (c) Proof of Claim and Release ("Claim Form"); (d) [Proposed] Judgment Approving Class Action Settlement; (e) [Proposed] Order Preliminarily Approving Settlement and Authorizing Dissemination of Notice of Settlement; and (f) Summary Notice of (I) Pendency of Class Action and Proposed Settlement, (II) Settlement Hearing, and (III) Motion for Attorneys'

Fees and Litigation Expenses ("Summary Notice"). The Settlement documents were executed on March 12, 2025, and submitted to the Court for preliminary approval of the Settlement with a motion for preliminary approval filed by Lead Plaintiff on March 17, 2025. ECF 173 & 174.

49. On May 15, 2025, the Court held a hearing concerning preliminary approval of the Settlement during which the Court directed Lead Counsel to make certain changes to the Settlement documents, including the Notice. Thereafter, by Order dated May 16, 2025, the Court granted preliminary approval of the Settlement. ECF 178. In accordance with the Preliminary Approval Order, the Court-authorized claims administrator, A.B. Data Ltd. ("A.B. Data"), began its notice campaign on June 9, 2025. A.B. Data and Barrack Rodos also established webpages devoted to the proposed Settlement, which include downloadable copies of the Notice and Claim Form, a method to submit Claims online, instructions as to how to submit Claims via email and mail, as well as other relevant information: (www.DentsplySironaSecuritiesLitigation.com), (www.barrack.com/newsroom/settlement-alert-dentsply-sirona-inc/). In addition, the Summary Notice was published on June 23, 2025 over the *PR Newswire* and in *Investor's Business Daily*.

PART II – THE SETTLEMENT

III. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE, AND SHOULD BE APPROVED

50. Subject to Court approval, Lead Plaintiff, on behalf of the proposed Settlement Class, has agreed to settle all claims in the Action in exchange for a cash payment of $84 million (the "Settlement Amount"). The Settlement Class will release as against Defendants all claims (including known claims and Unknown Claims), suits, actions, appeals, causes of action, damages (including, without limitation, compensatory, punitive, exemplary, rescissory, direct, consequential or special damages, and restitution and disgorgement), demands, rights, debts, penalties, costs, expenses, fees, injunctive relief, attorneys' fees, expert or consulting fees,

prejudgment interest, indemnities, duties, liabilities, losses, or obligations of every nature and description whatsoever, known or unknown, whether or not concealed or hidden, fixed or contingent, direct or indirect, anticipated or unanticipated, asserted or that could have been asserted by Lead Plaintiff or all Settlement Class Members, whether legal, contractual, rescissory, statutory, or equitable in nature, whether arising under federal, state, common or foreign law, that (i) are based upon, arise from, or relate to the claims that Lead Plaintiff or any other member of the Settlement Class asserted in the Complaint, or any prior complaint in the action, or that could have been asserted in any other forum, that arise out of or are based upon the allegations, transactions, facts, matters or occurrences, representations, or omissions involved, set forth, or referred to in the Complaint or (ii) relate to the purchase, acquisition or trading of any Dentsply Intl., Dentsply Sirona, or Sirona common stock, options or any other Dentsply Intl., Dentsply Sirona, or Sirona security during the Class Period.[5] *See* Settlement Agreement ¶¶ 1(nn), 5.

51. Released parties include Defendants and any of their controlling persons, associates, related or affiliated entities, and each and all of their respective past or present officers, directors, employees, partners, members, shareholders, principals, agents, representatives, attorneys, auditors, financial or investment advisors, consultants, underwriters, accountants, investment bankers, commercial bankers, entities providing fairness opinions, advisors, insurers, reinsurers, heirs, spouses, executors, trustees, general or limited partners or partnerships, limited

[5] This release does not cover, include, or release (i) any claims asserted in any related ERISA or shareholder derivative action; (ii) any claims by any governmental entity that arise out of any governmental investigation of Defendants relating to the conduct alleged in the Action; or (iii) any claims relating to the enforcement of the Settlement. Settlement agreement ¶ 1(nn). This release further does not cover, include, or release the claims asserted in *San Antonio Fire and Police Pension Fund v. Dentsply Sirona Inc.*, 1:22-cv-06339-AS (S.D.N.Y.), *North Collier Fire Control and Rescue District Firefighters Retirement Plan v. Dentsply Sirona Inc.*, 1:24-cv-09083-NRB (S.D.N.Y.), or complaints related to or consolidated with those actions. *Id.*

liability companies, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors or assigns, or any member of their immediate families, marital communities, or any trusts for which any of them are trustees, settlers or beneficiaries, or anyone acting or purporting to act for or on behalf of them or their successors. *Id.* ¶ 1(m).

52. Pursuant to the terms of the Settlement Agreement and the Preliminary Approval Order, the Settlement Amount has been deposited into an interest-bearing escrow account (the "Settlement Fund").

53. The Settlement provides an immediate, certain recovery for the claims asserted in this Action. If approved by the Court, it will dismiss all the claims of Lead Plaintiff and all Settlement Class Members against the Defendants in the Action and avoid the uncertainties and costs of further litigation. Assuming the Settlement is approved, affected investors will be eligible to receive compensation once the claims made against the Net Settlement Fund are validated, calculated and presented to the Court for payment, rather than after the time it would take to resolve the Action through further litigation, including adjudication of the fully briefed motions for class certification and for judgment on the pleadings, which were still pending before the Court at the time of Settlement. Further proceedings in this Action would also have included the completion of the Parties' document discovery, fact witness discovery, third party discovery, and expert discovery; the potential filing and briefing of summary judgment motions, motions *in limine*, and *Daubert* motions; other necessary pre-trial proceedings; presenting the Action at a jury trial; and resolution of all potential appeals.

54. As summarized above, Lead Plaintiff, through Lead Counsel, conducted a thorough investigation of the claims and underlying events and transactions relating to the Action, including through the review and analysis of millions of pages of documents.

55. In addition, Lead Counsel retained an economics expert in connection with the motion for class certification, as well as part of the mediation process, which helped to inform Lead Plaintiff and Lead Counsel of the potential damages and loss causation issues in the Action.

56. As further summarized above, Lead Plaintiff and Lead Counsel participated in hard-fought arm's-length negotiations and mediation with Defendants, their insurers, and their counsel over a period of nine months through an experienced and highly qualified mediator. The Settlement was the result of the Mediator's proposal following these many months of negotiations after the two-day mediation session.

57. Defendants affirmatively deny, and have consistently denied, all allegations of liability contained in the Complaint and deny that they are liable to the Settlement Class. Throughout the proceedings before this Court on Defendants' motions to dismiss, discovery, class certification, Defendants' motion for judgment on the pleadings, and the mediation process, the Parties aired their significant differences concerning the strengths and weaknesses of each side's claims and defenses, as well as the potential damages that might be presented by each side to a jury.

IV. THE RISKS FACING LEAD PLAINTIFF AND THE CLASS IN THE ACTION

58. The Settlement provides a certain and substantial benefit to the Settlement class in the form of an $84 million cash payment. Lead Plaintiff and Lead Counsel believe that the proposed Settlement is a very favorable result for the Settlement Class considering the risks of continuing the litigation. As explained below, Lead Plaintiff would face meaningful risks to proving liability, establishing loss causation, and securing damages at the several remaining stages of litigation, including class certification, judgment on the pleadings, summary judgment, and trial. Even if Lead Plaintiff defeated Defendants' motion for judgment on the pleadings and likely motion for summary judgment and prevailed at trial, and was successful on its modified motion

for class certification, Lead Plaintiff would have faced post-trial motions, including a potential motion for judgment as a matter of law, as well as further appeals that might have prevented Lead Plaintiff from obtaining a recovery for the Settlement Class—or, at the very least, delayed recovery for years.

A. General Risks in Prosecuting Securities Class Actions

59. It is not uncommon for district courts to dismiss securities class actions at the summary judgment stage. *See, e.g., In re Mylan N.V. Sec. Litig.*, 2023 WL 2711552 (S.D.N.Y. Mar. 30, 2023) (defendants prevailed at summary judgment in a securities class action against Mylan arising out of misstatements concerning the company's EpiPen product and other generic drugs), *aff'd sub nom. Menorah Mitvachim Ins. Ltd. v. Sheehan*, 2024 WL 1613907 (2d Cir. Apr. 15, 2024); *Murphy v. Precision Castparts Corp.*, 2021 WL 2080016, at *1, 6 (D. Or. May 24, 2021) (granting defendants' renewed motion for summary judgment based on recent Ninth Circuit decision on forward-looking statements), *aff'd sub nom. AMF Pensionsforsakring AB v. Precision Castparts Corp.*, 2022 WL 2800825 (9th Cir. July 18, 2022); *see also Fosbre v. Las Vegas Sands Corp.*, 2017 WL 55878, at *28 (D. Nev. Jan. 3, 2017), *aff'd sub nom. Pompano Beach Police & Firefighters' Ret. Sys. v. Las Vegas Sands Corp.*, 732 F. App'x 543 (9th. Cir. 2018); *In re Omnicom Grp., Inc. Sec. Litig.*, 541 F. Supp. 2d 546, 554-55 (S.D.N.Y. 2008), *aff'd* 597 F.3d 501 (2d Cir. 2010); *In re Xerox Corp. Sec. Litig.*, 935 F. Supp. 2d 448, 496 (D. Conn. 2013), *aff'd sub nom. Dalberth v. Xerox*, 766 F.3d 172 (2d Cir. 2014).

60. Even cases that have survived summary judgment can be dismissed prior to trial in connection with *Daubert* motions, such as those likely to be filed by Defendants here. *See, e.g., Bricklayers & Trowel Trades Int'l Pension Fund v. Credit Suisse First Boston*, 853 F. Supp. 2d 181, 197-98 (D. Mass. 2012), *aff'd* 752 F.3d 82 (1st Cir. 2014) (granting summary judgment *sua sponte* in favor of the defendants after finding that the event study offered by plaintiffs' expert was

unreliable and that there was accordingly no evidence that the market reacted negatively to disclosures).

61. Even when securities class action plaintiffs successfully overcome multiple substantive and procedural hurdles before trial, there remain significant risks that a jury will not find the defendants liable or award expected damages. *See, e.g.*, *In re Tesla Inc., Sec. Litig.*, 2023 WL 4032010 (N.D. Cal. June 14, 2023) (defense verdict in securities class action even though the court had already found the statements were false and defendant had acted recklessly in issuing them, and the same conduct had resulted in SEC charges and a settlement).

62. Further, post-trial motions, based on a complete record, also present substantial risks. For example, in *In re BankAtlantic Bancorp, Inc.*, following a jury verdict in the plaintiffs' favor, the district court granted the defendants' motion for judgment as a matter of law and entered judgment in favor of the defendants on all claims. 2011 WL 1585605, at *14-22 (S.D. Fla. Apr. 25, 2011), *aff'd*, 688 F.3d 713 (11th Cir. 2012) (finding that there was insufficient trial evidence to support a finding of loss causation). Intervening changes in the law may also impact a successful trial verdict. For example, a district court in Oregon reconsidered its order denying defendants' motion for summary judgment and granted the motion more than a year later based on a new decision by the Ninth Circuit. *See Precision Castparts*, 2021 WL 2080016, at *6.

63. Accordingly, securities class actions face serious risks of dismissal and non-recovery at all stages of litigation.

B. Specific Risks Concerning This Action

64. Lead Plaintiff and Lead Counsel believe the claims asserted against Defendants in this Action are meritorious. They recognize, however, that this Action faced meaningful risks to establishing liability and damages, as well as risks that the class would be significantly reduced at class certification or on Defendants' motion for judgment on the pleadings, or that class

certification would be denied, leaving Lead Plaintiff to prosecute the claims individually, with no recovery available to the class. Lead Plaintiff alleged that Defendants made false and misleading statements concerning the exclusive distribution agreements with Patterson, the massive build-up of inventory stemming therefrom, Patterson's decision not to renew those agreements, and the likely impact of the new non-exclusive distribution arrangement with Patterson and Schein.[6] The alleged false and misleading statements were made by two different executive groups, as the Company's post-Merger senior executives left the Company in the fall of 2017. Lead Plaintiff alleged that the truth was revealed through a series of corrective disclosures on August 9, 2017, October 2, 2017, May 6-7, 2018, and August 7, 2018. As discussed below, Defendants have vigorously opposed Lead Plaintiff's theory of the case throughout all stages of the litigation and were expected to continue challenging liability and damages through summary judgment, trial, and any appeals.

1. Length of the Class Period

65. In Defendants' motion for judgment on the pleadings and in their opposition to the class certification motion, Defendants made arguments seeking to truncate the Class Period to end with the first corrective disclosure, dated August 9, 2017. As discussed in greater detail below, abbreviating the Class Period in this manner would drastically reduce the damages that could have been sought at trial.

66. At class certification, Defendants argued that the Class Period should end on August 9, 2017 because many putative class members purchased a disproportionate amount of Dentsply Sirona stock after this disclosure. In their view, the Class Period could not extend beyond

[6] As noted above, the Complaint also included allegations supporting the Distributor Conspiracy Theory, but at the class certification stage, Lead Plaintiff determined not to pursue those claims. Accordingly, the following discussion of the risks facing this litigation focuses on the claims that would have been presented at trial.

this date because there is likely not a typical or adequate class representative for this post-disclosure period. *See* ECF 122 at 18-19; ECF 157 at 11-13. In briefing on this motion, Lead Plaintiff and Defendants each relied on case-authority supporting their positions, and it was not certain which would have better persuaded the Court.

67. In Defendants' motion for judgment on the pleadings, they once again argued that the Class Period should end with the first corrective disclosure on August 9, 2017, contending that Lead Plaintiff did not sufficiently allege any claim against the New Management Defendants, who assumed their roles at Dentsply Sirona after this date, or any sustainable claim relating to the statements made after this date. Lead Plaintiff had alleged that after the New Management Defendants took over, these new executives continued to make false and misleading statements that concealed information about the build-up of inventory at Patterson. However, Defendants contended that by the time the New Management Defendants assumed their roles, the Company had already disclosed substantial information about the Patterson inventory situation and that Lead Plaintiff had not alleged the "New Management Defendants made the statements at issue knowing that the Patterson inventory situation was so much worse than what had already been disclosed that the omission of that still undisclosed information rendered their statements materially misleading." ECF 144 at 13-14. In particular, Defendants claim that by August 9, 2017, the Company had disclosed:

> (1) Patterson would not be renewing the Exclusive Distribution Agreements; (2) in 2016 Patterson had been buying inventory to meet the minimum purchase requirements, and how much; (3) Patterson was holding more inventory than it needed and had been selling down and would continue to sell down that inventory, and (4) the projected impact on Dentsply's sales of that sell-down.

Id. at 15. Defendants argued that Lead Plaintiff's theory of the case—that the New Management Defendants continued to make knowingly false projections of future growth and unfounded

earnings guidance—was implausible for this time period in light of these disclosures regarding Patterson's destocking of inventory and the impairment charges taken in August 2017 and March 2018, arguing that individuals seeking to perpetrate fraudulent information on the market would not make such fulsome disclosures. *Id.* at 18-19. Thus, Defendants argued that the Complaint did not adequately allege scienter with respect to any statements made on or after August 9, 2017. *Id.* at 13-19.

68. Defendants also argued that the post-August 2017 statements are opinions or forward-looking statements that are not actionable. In particular, Defendants argued that the statement that the Company was "'beginning to see the benefit of [its] expanded distribution agreement in equipment'" was an opinion statement and that although Lead Plaintiff argued Defendants learned of the excess inventory build-up at Patterson through reports they received from Patterson, "these allegations do not suggest Defendants had information undercutting statements made after the extensive disclosures about the Patterson inventory situation were made in March-August 2017." *Id.* at 20 (alteration in original) (quoting Complaint ¶149). Next, Defendants argued that the other post-August 2017 statements are protected forward-looking statements, including "statements by Defendant Alexos that '[w]e expect to reduce a large portion of the dealer equipment inventory levels in the first part of the year,' his expectation that the Company would not take further goodwill impairments in 2018, and by Defendant Casey that the Company was 'on track to reduce most of [the dealer inventory reduction] in the first half of 2018" and that the projected $40 million inventory reduction number was 'a number that we can largely manage.'" *Id.* at 20-21 (alterations in original) (quoting Complaint ¶¶150, 229). Defendants argued that Lead Plaintiff failed to allege that any of the New Management Defendants or any other Dentsply Sirona executive made or approved of these statements with actual knowledge that

they were false or misleading, or that there were facts available to these individuals suggesting they did not believe them or knew of undisclosed facts seriously undermining the accuracy of the statements, and that these statements therefore were protected by the safe harbor for forward-looking statements under the PSLRA. *Id.* at 21.

69. Lead Plaintiff believes it had solid responses to these arguments, but if credited, Defendants arguments would have substantially reduced the length of the Class Period and the damages that could have been awarded to the class. Furthermore, even if Lead Plaintiff successfully overcame the arguments in the motion for judgment on the pleadings, Defendants would likely have reprised them in a future motion for summary judgment, in which they would have sought to bolster their position with citations to documentary evidence. This presented a significant risk to the amount of recovery that could have been achieved on behalf of the Class.

2. Further Barriers to Class Certification

70. Although Lead Plaintiff significantly modified its definition of the class in its reply in support of the class certification motion, Defendants continued to staunchly oppose class certification in their sur-reply brief, arguing that the revised class should still not be certified. Accordingly, Defendants advocated that Lead Plaintiff's motion for class certification be denied in full. If they were successful in fully opposing class certification, Lead Plaintiff's only option would be to continue prosecuting its claims individually, and the Class would be unable to join in any recovery. The Settlement, by contrast, provides a certain, near-term recovery for the entire affected Settlement Class.

71. In their initial opposition to the class certification motion, Defendants argued against certification of the Securities Act Class, which included all former Sirona shareholders who exchanged their shares for Dentsply Sirona shares in the Merger, making several arguments in support of this position. ECF 122 at 19-30. Lead Plaintiff subsequently modified the definition

of the proposed Class to include only persons who purchased the common stock of Dentsply Intl. or Dentsply Sirona on the open market from December 8, 2015 to August 6, 2018, inclusive, and were damaged thereby, and therefore no longer sought certification of the remaining Securities Act claims associated with the Merger. ECF 132 at 1. In their sur-reply brief, however, Defendants argued that the class as modified does not moot inherent conflicts, insisting that many investors who exchanged their Sirona shares in the Merger remain in the putative class by virtue of their other purchases of Dentsply Intl. or Dentsply Sirona shares during the Class Period. ECF 157 at 1-2. The conflict, they contended, is that "while inflation in Sirona's stock price attributable to the Inventory Theory at the time of the Merger may have been detrimental to the Dentsply Int'l. shareholders who overpaid for the Sirona acquisition as a result, the Sirona Exchangers benefited from such inflation by way of a favorable Merger exchange rate." *Id.* at 2 (footnote omitted). Defendants further argued that a class cannot be certified when the alleged misconduct benefited some class members, even if it harmed others, and that the "only way to amend the class definition to remove this inherent conflict would be to explicitly exclude all Sirona Exchangers who otherwise remain in the class by virtue of other purchases, which would significantly reduce the class size and exclude the Lead Plaintiff." *Id.* at 2, 4. Another risk, therefore, was that if the Court agreed with these arguments, even if it did not deny the class certification motion in full and instead further reduced the size of the class to be certified, the damages available for recovery would be significantly reduced.

3. Liability

72. Although Lead Plaintiff believes the case against Defendants is strong, Defendants also had credible arguments concerning falsity and scienter. Beginning with falsity, Lead Plaintiff alleged that Defendants falsely assured the market that the new Schein and Patterson non-exclusive distribution strategy would drive future growth despite their knowledge that the Patterson

inventory destocking would exceed any benefit from new sales to Schein. Defendants were expected to argue that Lead Plaintiff cannot prove the falsity of these statements because, as Defendants contend, the Company and its executives believed that bringing on Schein as a non-exclusive distributor would improve growth in the equipment business and the Company's statements regarding growth expectations were supported by their contemporaneous projections. Additionally, with respect to Lead Plaintiff's allegation that Defendant Alexos had misleadingly stated in a March 2, 2018 earnings call that "no further impairment charges would be taken in 2018," even though a second billion-dollar impairment was taken in August 2018, Defendants would have argued that Alexos did not know in March 2018 that another impairment would be needed. Lead Plaintiff would have needed to present evidence proving the falsity of Defendants' statements to overcome these arguments on summary judgment and at trial.

73. Defendants have also challenged scienter at previous stages of the proceedings and were expected to continue contesting scienter on any future motions for summary judgment and at trial, if the case made it that far. Defendants' likely arguments concerning the scienter of the New Management Defendants after August 9, 2017 is discussed in greater detail above as many of these arguments were raised on Defendants' motion for judgment on the pleadings. Additionally, in their motion to dismiss, Defendants challenged the scienter for the earlier time period as well. Lead Plaintiff alleged that when Dentsply Intl. management conducted due diligence on Sirona prior to the Merger, it learned about the growing issues with the Patterson exclusive distribution arrangement and increasing inventory backlog, and that after the Merger, Dentsply Sirona was aware of the extent of the inventory problem due to regular reports received from Patterson pursuant to the exclusive distribution agreements. Defendants argued that (i) the fact that the exclusive distribution agreements contained minimum purchase requirements was disclosed by the

Company shortly after their execution and (ii) details about Patterson's inventory were regularly disclosed by the Company, and that these disclosures contradicted any allegation that Defendants concealed information they knew. ECF 69 at 37. Although the Court found Lead Plaintiff had sufficiently alleged facts supporting a strong inference of scienter at the motion to dismiss stage, there was a meaningful risk that with a fully-developed evidentiary record, the Court or a jury would have concluded that the statements at issue were not contradicted by the facts known by management at the time they were made.

4. Loss Causation and Damages

74. Even assuming that Lead Plaintiff and Lead Counsel would overcome Defendants' liability arguments, Lead Plaintiff faced additional risks in establishing loss causation and damages.

75. Defendants would have continued to argue that Lead Plaintiff cannot establish loss causation because the allegedly undisclosed information that was revealed in the corrective disclosures had either already been disclosed by the Company or constituted new developments that could not have been disclosed earlier. As discussed above, Defendants argued that the extent of the excess inventory situation at Patterson was already made known to the public through a series of disclosures predating the alleged corrective disclosures at issue in this Action. Additionally, Defendants would argue that the alleged corrective disclosures did not reveal previously concealed information, but instead were based on new developments that could not have been disclosed earlier. For example, with regard to the August 9, 2017 impairment charges taken by the Company, Defendants would argue that these charges could not have been taken earlier, as the lowered valuation for the legacy Sirona equipment business segment was driven by new retail sales data received from Patterson, new competition for these products, and disruption

caused by the recent transition in the distribution model, which now involved selling through both Patterson and Schein, instead of Patterson exclusively.

76. Furthermore, establishing loss causation and damages would have required the use of competing experts by the Parties. *See In re PPDAI Grp. Inc. Sec. Litig.*, 2022 WL 198491, at *11 (E.D.N.Y. Jan. 21, 2022) (Markl, J.) (alteration in original) ("Establishing loss causation in securities cases is a complicated concept, both factually and legally, and typically involve[s] conflicting expert opinion about the differences between the purchase price and the stock's 'true' value absent the alleged fraud."); *Mikhlin v. Oasmia Pharm. AB*, 2021 WL 1259559, at *6 (E.D.N.Y. Jan. 6, 2021) (Garaufis, J.) ("Courts have observed that proof of damages in a securities fraud case is always difficult and invariably requires expert testimony."). Lead Plaintiff would have presented the opinion of its damages expert, Mr. Torchio, and Defendants would have presented their own experts to refute his testimony. "When the success of a party's case turns on winning a so-called 'battle of experts,' victory is by no means assured." *In re Bear Stearns Cos., Inc. Sec., Derivative, & ERISA Litig.*, 909 F. Supp. 2d 259, 267 (S.D.N.Y. 2012).

C. The Settlement Amount Compared to the Likely Maximum Damages That Could Be Proved at Trial.

77. The Settlement Amount—$84 million in cash, plus interest—represents a significant recovery for the Settlement Class.

78. The $84 million Settlement is a favorable result especially when it is considered in relation to the significant risk that Defendants' motion for judgment on the pleadings would have been granted (or their opposition to the class motion been credited in this regard), as the claims in the case would have been truncated to only the first of four alleged corrective disclosures, and Lead Plaintiff's maximum damages for that claim was approximately $260 million. Additionally, Defendants would likely have argued that even this reduced damages figure was overstated based

primarily on gains to certain Class Members that Defendants believe would have been netted from Lead Plaintiff's loss amounts. With netting, the total damages for this shorter class period would be approximately $175 million.

79. In sum, the proposed Settlement, if approved, provides an immediate, certain recovery for the claims asserted in this Action, without incurring the risks that Defendants would succeed in defeating Lead Plaintiff's motion for class certification or would prevail, in whole or in part, on their pending motion for judgment on the pleadings, at summary judgment, at trial, or in subsequent appeals, and that the class would recover significantly less than the Settlement amount or nothing as a result.

PART III – NOTICE

V. LEAD PLAINTIFF'S COMPLIANCE WITH THE COURT'S PRELIMINARY APPROVAL ORDER REQUIRING ISSUANCE OF NOTICE

80. The Court's Preliminary Approval Order directed that the Notice and Claim Form be disseminated to the Settlement Class. The Preliminary Approval Order also set an August 20, 2025 deadline for Settlement Class Members to submit objections to the Settlement, the Plan of Allocation, and/or the motion for attorneys' fees and expenses, or to request exclusion from the Settlement Class, and scheduled the Settlement Hearing for September 10, 2025.

81. Pursuant to the Preliminary Approval Order, Lead Counsel instructed A.B. Data to begin disseminating copies of the Notice and the Claim Form by mail and to publish the Summary Notice. The Notice contains, among other things, a description of the Action, the Settlement, the proposed Plan of Allocation, and Settlement Class Members' rights to participate in the Settlement, object to the Settlement, the Plan of Allocation and/or the motion for attorneys' fees and expenses, or exclude themselves from the Settlement Class. The Notice also informed Settlement Class Members of Lead Counsel's intent to apply for an award of attorneys' fees in an amount not to

exceed 30% of the Settlement Fund, and for Litigation Expenses in an amount not to exceed $750,000. To disseminate the Notice, A.B. Data obtained information from Dentsply Sirona and from banks, brokers, and other nominees regarding the names and addresses of potential Settlement Class Members. Walter Decl. at ¶¶5-6, 10.

82. A.B. Data began mailing copies of the Notice and Claim Form (together, the "Notice Packet") to potential Settlement Class Members and nominee owners on June 9, 2024. *Id.* ¶¶5-7. As of July 25, 2025, A.B. Data had disseminated a total of 196,821 Notice Packets to potential Settlement Class Members and nominees. *Id.* ¶11.

83. On June 23, 2025, in accordance with the Preliminary Approval Order, A.B. Data caused the Summary Notice to be published in *Investor's Business Daily* and to be transmitted over the *PR Newswire*. *Id.* ¶13.

84. Lead Counsel also caused A.B. Data to establish a dedicated settlement website, www.DentsplySironaSecuritiesLitigation.com, to provide potential Settlement Class Members with information concerning the Settlement and access to copies of the Notice and Claim Form, as well as the Settlement Agreement, Preliminary Approval Order, and Complaint. Walter Decl. ¶14. The website also allowed potential Settlement Class Members to submit claims electronically and provided instructions as to how to submit claims by email or mail. *Id.* ¶15. That website became operational on June 9, 2025. *Id.* ¶14. Lead Counsel also made copies of the Notice and Claim Form and other documents available on its own website, www.barrack.com/newsroom/settlement-alert-dentsply-sirona-inc/. Further, as directed by the Court, a Barrack Rodos partner has checked the A.B. Data website every day since it became operational, and will continue to do that at least until the final settlement hearing and the deadline for submission by Settlement Class Members of Claim Forms.

85. As set forth above, the deadline for Settlement Class Members to file objections to the Settlement, Plan of Allocation, and/or Fee and Expense Motion, or to request exclusion from the Settlement Class is August 20, 2025. To date, only one request for exclusion has been received. *See* Walter Decl. ¶18. In addition, no objections to the Settlement, Plan of Allocation, or Lead Counsel's motion for attorneys' fees and expenses have been received. Lead Counsel will file reply papers on or before September 3, 2025 that will address any additional requests for exclusion and any objections that may be received.

PART IV – THE PLAN OF ALLOCATION

VI. BACKGROUND OF THE PLAN OF ALLOCATION

86. In addition to approval of the Settlement, Lead Plaintiff is also seeking the Court's approval of a proposed plan for allocation of the Net Settlement Fund among Settlement Class Members (the "Plan of Allocation"). The proposed Plan of Allocation is set forth in the Notice. As stated in the Notice, the objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund to those Class members who suffered economic losses as a result of the alleged misrepresentations and omissions of the Defendants, as opposed to losses caused by market or industry factors or other company-specific factors. *See generally* Notice at 12-16.

87. The Plan of Allocation was created with the assistance of Lead Plaintiff's damages expert, Mr. Torchio, and reflects the assumption that Defendants' alleged false and misleading statements and material omissions proximately caused the price of Dentsply Intl. and Dentsply Sirona common stock to be artificially inflated throughout the Class Period. In calculating the estimated artificial inflation caused by Defendants' alleged misrepresentations and omissions, Mr. Torchio considered price changes in Dentsply Intl. and Dentsply Sirona common stock in reaction to certain public announcements allegedly revealing the truth concerning Defendants' alleged

misrepresentations and material omissions, adjusting for price changes that were attributable to market or industry forces.

88. In order to have recoverable damages, generally speaking, the corrective disclosures of the alleged misrepresentations or omissions must have been a cause of the declines in the prices of Dentsply Intl. and Dentsply Sirona common stock. Lead Plaintiff alleged that Defendants made false statements and omitted material facts during the period from December 8, 2015 to August 6, 2018, inclusive, which had the effect of artificially inflating the price of Dentsply Intl. and Dentsply Sirona common stock. Lead Plaintiff further alleged that corrective information was released to the market on August 9, 2017, October 2, 2017, May 6-7, 2018, and August 7, 2018, which removed the artificial inflation from the price of Dentsply Sirona common stock on August 9, 2017, October 2, 2017, May 7-8, 2018, and August 7, 2018. To have a "Recognized Loss Amount" under the Plan of Allocation, the shares must have been purchased during the December 8, 2015 through August 6, 2018 time period and held through at least one of the corrective disclosure dates. Accordingly, shares sold prior to the close of trading on August 8, 2017, the date immediately preceding the first corrective disclosure date, will have a Recognized Loss Amount of $0.00.

89. Consistent with the definition of the Settlement Class and proceedings in this Action, Dentsply Sirona shares acquired by holders as a result of their exchange of Sirona stock in the Merger between Dentsply Intl. and Sirona, or by holders of Dentsply Intl. stock purchased prior to December 8, 2015, will not be eligible for compensation in this Plan of Allocation. Sales of Dentsply Sirona stock after the Merger will be matched with holdings and/or purchases of Dentsply Intl. shares, if a Settlement Class Member had Dentsply Intl. shares prior to the Merger, on a First In, First Out basis.

90. The Plan of Allocation is not a formal damage analysis, and the calculations made in accordance with the Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. Nor are the calculations in accordance with the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants under the Settlement. The computations under the Plan of Allocation are only a method to weigh, in a fair and equitable way, the claims of Authorized Claimants against one another for the purpose of making *pro rata* allocations of the Net Settlement Fund.

91. As stated in the Notice, the Net Settlement Fund will not be distributed to Authorized Claimants until the Court has approved the Settlement and a plan of allocation, all the Claim Forms are processed and claims are calculated, and the time for any petition for rehearing, appeal or review, whether by *certiorari* or otherwise, has expired. At that point, Lead Counsel will apply to the Court for an order authorizing a distribution of the Net Settlement Fund to the Authorized Claimants. As further explained in the Notice, the Plan of Allocation set forth therein is the Plan that is being proposed by Lead Plaintiff and Lead Counsel to the Court for approval; provided, however, that the Court may approve this Plan as proposed or it may modify the Plan of Allocation without further notice to the Settlement Class.

VII. THE PLAN OF ALLOCATION IS FAIR, REASONABLE, AND SHOULD BE APPROVED

92. I respectfully submit that the proposed Plan of Allocation is fair and reasonable. The Plan of Allocation is designed to achieve an equitable distribution of the Net Settlement Fund. Lead Counsel worked closely with Lead Plaintiff's damages expert in establishing the Plan of Allocation and believes that it is a fair and reasonable method to allocate the Net Settlement Fund among the Settlement Class Members. Lead Plaintiff also believes that the Plan of Allocation

represents a fair and reasonable method of valuing claims submitted by Settlement Class Members. *See* Declaration of Richard Keery, Strathclyde Pension Fund Investment Manager, in Support of (A) Lead Plaintiff's Motion for Final Approval of Class Action Settlement and Plan of Allocation; (B) Lead Counsel's Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses; and (C) Lead Plaintiff's Request for Reimbursement of Costs and Expenses ("Keery Decl."), attached hereto as Exhibit 1, at ¶9.

93. In order to have a "Recognized Loss Amount" under the Plan of Allocation, a Settlement Class Member must have purchased shares of Dentsply Intl. or Dentsply Sirona common stock during the Class Period—December 8, 2015 through August 6, 2018—and must have held those shares through at least one of the dates where new corrective information was released to the market and partially removed the artificial inflation from the price of Dentsply Sirona common stock. The amounts of the "Recognized Loss Amounts" are based primarily on the difference in the amount of alleged artificial inflation in the prices of Dentsply Intl. and Dentsply Sirona common stock at the time of purchase or acquisition and at the time of sale, or the difference between the actual purchase price and sale price. Thus, the proposed Plan takes into account the stock drops that resulted from each of the alleged corrective disclosures and provides for an allocation that divides the Net Settlement Fund dependent upon the purchase and sales prices (or prices following the disclosures) for each Settlement Class Member. This treats all similarly situated Settlement Class Members equitably and should be approved.

94. For these reasons, Lead Plaintiff and Lead Counsel respectfully submit that the proposed Plan of Allocation is fair and reasonable, and that it should be approved by the Court.

PART V – THE APPLICATION FOR ATTORNEYS' FEES AND LITIGATION EXPENSES

95. In addition to seeking final approval of the Settlement and the Plan of Allocation, Lead Counsel are also applying to the Court for an award of attorneys' fees and payment of costs and expenses.

96. The fee application is being submitted by Lead Counsel with the express approval of Lead Plaintiff.

97. Lead Counsel agreed to undertake this litigation on an entirely contingent basis, meaning that Lead Counsel would not be compensated at all, or reimbursed for any expenses we would incur on behalf of the class, unless there was a recovery achieved for the class.

98. Throughout the course of the litigation after the Court's appointment of Strathclyde to lead and oversee the prosecution of the Action, Lead Counsel regularly provided case update reports to Lead Plaintiff, which included summaries of significant developments and projected schedules in the Action. Lead Counsel also provided Lead Plaintiff on a timely basis with drafts of proposed pleadings and briefs concerning the motions filed in this Action and the submissions prepared for the mediation session identified above. Additionally, Lead Counsel prepared Richard McIndoe for and defended him during the 30(b)(6) deposition of Strathclyde. Lead Counsel communicated often with Lead Plaintiff about all aspects of the case. As described above, a representative from Strathclyde was available by telephone throughout the two-day mediation session and participated as needed by phone and email throughout the session.

99. Prior to submitting the present fee and expense application, Lead Plaintiff provided Lead Counsel with reports of the time that its representatives spent on Lead Plaintiff's production of documents and other information, reviewing drafts of pleadings and briefs, regularly discussing important case developments with Lead Counsel, preparing and sitting for the 30(b)(6) deposition, and in supervising the prosecution and settlement of this Action. That information is summarized

in the Keery Declaration, attached hereto as Exhibit 1. Based on my in-depth knowledge of the supervisory efforts undertaken by representatives and personnel of Lead Plaintiff, I believe that the reimbursement for their time spent on this Action is eminently reasonable and appropriate under the PSLRA and the law in this Circuit.

100. With Lead Plaintiff's approval, Lead Counsel are applying for an attorneys' fee award of 30% of the Settlement Fund (i.e., $25.2 million, plus interest at the same rate as earned by the Settlement Fund). As set forth in the accompanying Memorandum in Support of Lead Counsel's Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses ("Fee Memorandum"), the fee sought is within the range of that which is customarily sought in federal securities law class actions in this Circuit. Moreover, the fee being requested represents a multiplier of only 1.41 of Lead Counsel's lodestar, which is likewise within the range that is customarily accepted in this Circuit. The percentage fee being sought was provided in the Notice sent to potential Settlement Class Members.

101. As more fully set forth below, Lead Counsel are also applying for reimbursement of litigation expenses in the amount of $612,129.41, which is less than the $750,000 estimate identified in the Notice. This includes a request made on behalf of Lead Plaintiff, pursuant to 15 U.S.C. § 78u-4(a)(4) of the PSLRA, of $43,535 in costs incurred by Strathclyde, which are directly related to its representation of the Settlement Class, as described in the Keery Decl.

102. When evaluating a proposed fee award percentage, the Second Circuit requires consideration of several factors, including: "'(1) counsel's time and labor; (2) the magnitude and complexities of the litigation; (3) the risk of [continued] litigation; (4) the quality of representation; (5) the requested fee in relation to the settlement; and (6) public policy considerations.'" *In re Tenaris S.A. Sec. Litig.*, 2024 WL 1719632, at *11 (E.D.N.Y. Apr. 22, 2024) (Matsumoto, J.)

(alteration in original) (quoting *Goldberger v. Integrated Res., Inc.*, 209 F.3d 43, 50 (2d Cir. 2000)); *In re MetLife Demutualization Litig.*, 689 F. Supp. 2d 297, 357 (E.D.N.Y. 2010) (Weinstein, J.). "The trend in the Second Circuit is to use the percentage of the fund method in common fund cases like this one, as it directly aligns the interests of the class and its counsel, mimics the compensation system actually used by individual clients to compensate their attorneys, provides a powerful incentive for the efficient prosecution and early resolution of litigation, and preserves judicial resources." *Monzon v. 103W77 Partners, LLC*, 2015 WL 993038, at *2 (S.D.N.Y. Mar. 5, 2015). However, the Second Circuit, as part of the reasonableness inquiry, utilizes a comparison of the lodestar to the fee awarded pursuant to the percentage of the fund method "[a]s a 'cross-check.'" *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 123 (2d Cir. 2005) (quoting *Goldberger*, 209 F.3d at 50), *abrogated on other grounds by*, *Moses v. N.Y. Times Co.*, 79 F.4th 235 (2d Cir. 2023).

103. Based on consideration of these factors as further discussed below, and on the additional legal authorities set forth in the accompanying Fee Memorandum, I respectfully submit that Lead Counsel's requested fee should be granted.

VIII. THE REQUESTED FEE IS FAIR AND REASONABLE

104. For Lead Counsel's extensive efforts on behalf of the Settlement Class, Lead Counsel are applying for a fee award from the Settlement Fund on a percentage basis.

105. Based on the excellent result achieved for the Settlement Class, the extent and quality of work performed, the significant risks of the litigation and the fully contingent nature of the representation, Lead Counsel respectfully submits that a 30% fee award is reasonable and should be approved. As discussed in the accompanying Fee Memorandum, a 30% fee is fair and reasonable for attorneys' fees in common fund case such as this and is within the range of percentages often awarded by courts in this Circuit and across the country in securities class actions

with substantial settlements. Consideration of Lead Counsel's lodestar further confirms the reasonableness of the requested fee.

106. Attached hereto as Exhibit 3 is a schedule summarizing the hours spent on the litigation and/or settlement of the Action by each attorney and paralegal who devoted ten (10) or more hours to the Action, the current hourly rate for each individual,[7] the lodestar for each individual, and the grand total hours and lodestar for Lead Counsel. The schedule was prepared from contemporaneous daily time records regularly prepared and maintained by Barrack Rodos. As the partner responsible for supervising my firm's work on this case, I reviewed the time and expense records to prepare this declaration. The purpose of this review was to confirm both the accuracy of the time entries and expenses and the necessity for, and reasonableness of, the time and expenses committed to the litigation. We further did not include in the time and lodestar calculations any time spent on Lead Counsel's fee and expense application, including on the brief being filed in support of that application. Following this review, I believe that the time reflected in the firm's lodestar calculation and the expenses for which payment is being sought as stated in this declaration are reasonable in amount and were necessary for the effective and efficient prosecution and resolution of the litigation. In addition, based on my experience, the expenses are all of a type that would normally be billed to a fee-paying client in the private legal marketplace.

107. The hourly rates for the Barrack Rodos attorneys and paralegals included in Exhibit 3 are their standard rates and are the same as, or comparable to, the rates submitted by my firm and accepted by courts for lodestar cross-checks in other class action fee applications. My firm's rates are set based on periodic analysis of rates used by firms performing comparable work and

[7] For personnel who are no longer employed by my firm, the lodestar calculation is based upon the hourly rates for such personnel in their final year of employment with my firm.

that have been approved by courts. Different timekeepers within the same employment category (*e.g.*, partners, associates, paralegals, etc.) may have different rates based on a variety of factors, including years of practice, years at the firm, years in their current position (*e.g.*, years as a partner), relevant experience, relative expertise, and the rates of similarly experienced peers at our firm or other firms.

108. As set forth in Exhibit 3, Lead Counsel has expended a total of 25,213.25 hours in the investigation, prosecution, and settlement of this Action. As noted above, Lead Counsel has excluded from its lodestar calculations time spent working on the motion for attorneys' fees and litigation expenses, and has further not included any time for work incurred after June 30, 2025. The resulting lodestar is $17,741,346.25. The requested fee, therefore, yields a multiplier of 1.41. Accordingly, I submit that the percentage award being sought is fair and reasonable based on the risks of the litigation, the quality of Lead Counsel's representation, and the excellent result obtained on behalf of the Settlement Class. Indeed, as discussed in further detail in the Fee Memorandum, the requested fee is well within the range of fees—and lodestar multiples—that have been commonly awarded in securities cases in this Circuit and elsewhere.

109. The significant amount of work undertaken by Lead Counsel has been time-consuming, challenging, and fraught with risk. Lead Counsel accepted this case on a contingency basis, committed significant resources to it, and prosecuted it for over six years without any compensation or guarantee of success. Based on the excellent result obtained, the quality of work performed, the risks of the Action, and the contingent nature of the representation, Lead Counsel respectfully submits that the requested fee award is fair and reasonable and is amply supported by the fee awards courts have granted in other such cases.

A. Lead Counsel's Time and Labor and the Quality of the Representation

110. The first and fourth factors that the Second Circuit has said should be considered when awarding attorneys' fees from a common fund—counsel's time and labor and the quality of representation—support the requested fee and expense award. In representing the Settlement Class throughout the Action, Lead Counsel devoted a total of 25,213.25 hours to the litigation. As discussed in greater detail above, the substantial efforts undertaken by Lead Counsel in this Action included researching, preparing and filing the complaints filed by Lead Plaintiff, and Lead Plaintiff's oppositions to Defendants' motions to dismiss the First Complaint and the Complaint and motion for judgment on the pleadings; producing documents on behalf of Strathclyde and its investment manager, Veritas; obtaining document discovery from Defendants and third parties; litigating Defendants' discovery disputes; researching, preparing, and filing Lead Plaintiff's motion for class certification, which included the filing of a sur-sur-reply brief in support and working with a market efficiency expert; taking discovery relating to the class certification motion, including deposing the three expert witnesses proffered by Defendants and obtaining further document productions from Defendants; taking several depositions of former Dentsply Sirona employees and preparing for additional depositions; preparing detailed submissions prior to the mediation and engaging in negotiations throughout the mediation process, including during and after the two-day mediation session; and preparing and working with Defendants' counsel on the settlement documents, including finalizing the Settlement Agreement, proposed notices, and Claim Form. Accordingly, the Settlement was achieved only after the Parties had sufficient familiarity with the issues in the case to properly evaluate its merits, strengths, and weaknesses, and the Parties agreed on a settlement figure that was fair, reasonable and adequate to the Settlement Class while also being acceptable to Defendants and their insurance carriers.

Furthermore, Barrack Rodos is highly experienced in prosecuting securities class actions and drew upon the collective skill of its attorneys to achieve this Settlement.

111. The quality of the work performed by Lead Counsel in attaining the Settlement should also be evaluated in light of the quality of their opposition. Defendants were represented by attorneys from Skadden, Arps, Slate, Meagher & Flom LLP, one of the country's most prestigious and experienced law firms. In the face of this skillful and well-financed opposition, Lead Counsel were nonetheless able to develop a case that was sufficiently strong to persuade Defendants to settle the case on terms that will significantly benefit the Settlement Class.

B. The Magnitude and Complexities of the Litigation and the Risk of Continued Litigation

112. The second and third factors—the magnitude and complexities of the litigation and the risk of continued litigation—likewise support the award of attorneys' fees and expenses here.

113. "As a general rule, securities class actions are notably difficult and notoriously uncertain." *In re Facebook, Inc. IPO Sec. & Derivative Litig.*, 2015 WL 6971424, at *3 (S.D.N.Y. Nov. 9, 2015); *see also In re PPDAI Grp. Inc. Sec. Litig.*, 2022 WL 198491, at *9 ("Securities class actions are inherently complex."). Furthermore, "class actions confront even more substantial risks than other forms of litigation," and "securities actions have become more difficult from a plaintiff's perspective in the wake of the [PSLRA]." *In re Comverse Tech. Inc. Sec. Litig.*, 2010 WL 2653354, at *5 (E.D.N.Y. June 24, 2010) (Garaufis, J). This action, which spanned over six years of hard-fought litigation and involved 25,213.25 hours of labor by Lead Counsel, was no exception and required considerable skill and resources to reach a favorable resolution for the class.

114. As discussed above, although Lead Plaintiff and Lead Counsel believed they had strong claims and compelling responses to Defendants' arguments, they were also keenly aware

that they faced numerous significant challenges to proving their case. Indeed, at the time the Settlement was reached, still pending before the Court were Lead Plaintiff's highly contested motion for class certification and Defendants' motion for judgment on the pleadings, which threatened to substantially reduce the Class Period and the available damages. Additionally, throughout the litigation, Defendants made credible arguments challenging falsity, scienter, loss causation, and damages. Particularly challenging for Lead Plaintiff is the fact that the alleged misstatements and omissions involved two different executive groups, with the post-Merger senior executives leaving the Company in the fall of 2017, and Defendants were expected to continue vigorously challenging whether Lead Plaintiff could prove actionable misstatements or scienter for the statements made by the New Management Defendants. Even assuming Lead Plaintiff successfully certified the class sought and defeated Defendants' motion for judgment on the pleadings, Lead Plaintiff would still need to overcome Defendants' anticipated motion for summary judgment, which would have likely sought to reprise arguments made in their motions to dismiss and for judgment on the pleadings, bolstered with documentary evidence, and if successful, Lead Plaintiff would then face the burden of trial and defeating any appeals thereafter. Considering the complex nature of this securities class action and the significant risks to recovery, these factors amply support the award of the requested attorneys' fees and reimbursement of expenses. *See In re Marsh ERISA Litig.*, 265 F.R.D. 128, 148 (S.D.N.Y. 2010) ("There was significant risk of non-payment in this case, and Plaintiffs' Counsel should be rewarded for having borne and successfully overcome that risk.").

C. The Requested Fee in Relation to the Settlement

115. The fifth factor—the requested fee in relation to the Settlement—also supports the requested fee. "When determining whether a fee request is reasonable in relation to a settlement amount, the court compares the fee application to fees awarded in similar securities class-action

settlements of comparable value." *Comverse*, 2010 WL 2653354, at *3. Lead Counsel's request for 30% of the $84 million Settlement is well within the range of percentage fees awarded in the Second Circuit. *See, e.g.*, *Lea v. Tal Educ. Grp.*, 2021 WL 5578665, at *12 (S.D.N.Y. Nov. 30, 2021) ("Class Counsel's request for 33% of the Settlement Fund is typical in class action settlements in the Second Circuit."); *Pearlstein v. BlackBerry Ltd.*, 2022 WL 4554858, at *7 (S.D.N.Y. Sept. 29, 2022) (33% fee awarded from a $165 million settlement plus expenses); *In re J.P. Morgan Stable Value Fund ERISA Litig.*, 2019 WL 4734396, at *1, 6 (S.D.N.Y. Sept. 23, 2019) (one-third fee awarded for a $75 million settlement).

D. Public Policy Considerations

116. The final factor—public policy considerations—also supports the requested fee and expense award. "A strong public policy concern exists for rewarding firms for bringing successful securities litigation." *Schutter v. Tarena Int'l, Inc.*, 2024 WL 4118465, at *17 (E.D.N.Y. Sept. 9, 2024) (Chen, J.). "Private securities actions provide 'a most effective weapon in the enforcement of the securities laws and are a necessary supplement to [SEC] action.'" *MetLife*, 689 F. Supp. 2d at 363 (alteration in original) (quoting *Eichler v. Berner*, 472 U.S. 299, 310 (1985)). "In addition, the typical class representative is unlikely to be able to pursue long and protracted litigation at his or her own expense." *Id.* "In order to attract well-qualified plaintiffs' counsel who are able to take a case to trial, and who defendants understand are able and willing to do so, it is necessary to provide appropriate financial incentives." *In re WorldCom, Inc. Sec. Litig.*, 388 F. Supp. 2d 319, 359 (S.D.N.Y. 2005). Here, Lead Counsel invested substantial time and resources to vigorously pursue these claims on behalf of the class, and did so on a fully contingent basis, understanding the risk that they would have received no compensation whatsoever. Public policy favors rewarding Lead Counsel for its hard work on behalf of the class and the excellent result it achieved.

117. Accordingly, each of the factors considered in this Circuit when evaluating a request for attorneys' fees favor awarding the requested fee in this case.

E. Lead Plaintiff's Endorsement of the Fee Application

118. Strathclyde is an experienced lead plaintiff, having served in six other securities class actions. Keery Decl. ¶4. Strathclyde is a public pension fund in the United Kingdom, serving more than 290,000 active, inactive and retired members of 12 local authorities in the west of Scotland; Scottish Police Authority, Scottish Fire and Rescue, and Scottish Water; a number of universities and colleges; local authority subsidiary companies and contractors; and a wide range of other organizations with funding or service links to the local government sector. *Id.* ¶3. As set forth in the Keery Declaration, Lead Plaintiff closely supervised and monitored both the prosecution and settlement of the Action, and has concluded that Lead Counsel earned the requested fee based on its efforts and the excellent recovery obtained for the Settlement Class, considering the risks involved. *Id.* ¶¶5-8, 10-11. This too supports the reasonableness of the requested fee. *See Westchester Putnam Counties Heavy & Highway Laborers Local 60 Benefit Funds v. Brixmor Prop. Grp. Inc.*, 2017 WL 11470634, at *1 (S.D.N.Y. Dec. 13, 2017) (awarding 30% attorneys' fees in light of "the institutional Lead Plaintiffs' support of the fee and expense application," among other considerations).

IX. THE REQUESTED REIMBURSEMENT OF LITIGATION EXPENSES IS FAIR AND REASONABLE

119. Lead Counsel seeks payment from the Settlement Fund in the total aggregate amount of $612,129.41 for litigation expenses that were reasonably incurred in connection with commencing, litigating and settling the claims asserted in this Action. That figure includes the costs and expenses incurred by Lead Counsel and for a PSLRA award to Strathclyde in the amount of $43,535 directly related to its representation of the Settlement Class and careful oversight of the

Action. Specifically, Strathclyde's time dedicated to this Action, a cumulative total of 508 hours, included: (a) regularly participating in discussions with Lead Counsel via telephone, Microsoft TEAMS meetings, and email concerning significant developments in the litigation, including case strategy; (b) reviewing drafts and final versions of significant pleadings and briefs filed in the Action and submitted as part of the mediation, and discussing Court orders; (c) conducting and supervising the production of discovery by Strathclyde, including by searching for documents as requested by Defendants; (d) preparing and sitting for a deposition conducted by Defendants' counsel; (e) consulting with Lead Counsel concerning the mediation process and settlement negotiations; and (f) evaluating and approving the proposed Settlement. Keery Decl. ¶¶ 5-7, 14. Considering the substantial efforts undertaken by Lead Plaintiff, the reimbursement of its expenses is reasonable. *See Christine Asia Co., Ltd. v. Yun Ma*, 2019 WL 5257534, at *20 (S.D.N.Y. Oct. 16, 2019) (finding lead plaintiffs' request for a PSLRA award was reasonable where "lead plaintiffs devoted substantial time and effort to prosecuting this action, including preparing for and being deposed by Defendants, reviewing pleadings and briefs, assisting with discovery responses, collecting documents for production, and evaluating and approving the settlement").

120. Given the contingent nature of the representation, Lead Counsel have known from the outset of the Action that they might not recover any of their expenses and, even in the event of a recovery, would not recover any of their out-of-pocket expenses until such time as the Action might be successfully resolved. Accordingly, Lead Counsel were motivated to and did take reasonable and appropriate steps to avoid incurring unnecessary expenses and to minimize cost without compromising the vigorous and efficient prosecution of the case.

121. Lead Counsel has incurred a total of $568,549.41 in unreimbursed litigation expenses in connection with prosecuting this Action. A detailed schedule of expenses broken

down by category is attached hereto as Exhibit 4. The expenses reflected in Exhibit 4 are the expenses actually incurred by my firm. These include expenses for, among other things: (a) $79,043.47 in Computer & Other Research Fees, which includes payments for online data sources such as Westlaw, Lexis, and PACER for research in connection with this litigation; (b) $153,496.66 for the Electronic Discovery, which includes payments to our vendor, Epiq eDiscovery Solutions, Inc., for use of and storage of documents on its eDiscovery Platform and related services; (c) $158,765.75 for the Expert Services of Frank Torchio, CFA of Forensic Economics, Inc., who was consulted concerning market efficiency, the Plan of Allocation, and damages in the Action; (d) $19,167.22 for Transcripts, including all of the court reporting services provided for the depositions taken in this case; and (e) $91,150.00 in Mediation Fees paid to the Mediator, of Phillips ADR Enterprises, who assisted with settlement negotiations in the Action, held a formal, two-day mediation session, conducted further discussions with counsel for the parties, and made a Mediator's Recommendation that was accepted by both sides.

122. The expenses incurred in this Action by Barrack Rodos are reflected in the records of my firm, which are regularly prepared and maintained in the ordinary course of business. These records are prepared from expense vouchers, check records, and other source materials, and are an accurate record of the expenses incurred.

123. If requested, I would be pleased to submit a biography of Barrack Rodos to the Court, which is also accessible on the firm's website at www.barrack.com/about-us/ under Meet Our Attorneys and Professionals.

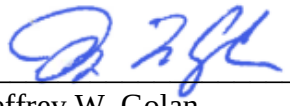
CONCLUSION

124. For all of the reasons set forth above, Lead Plaintiff and Lead Counsel respectfully submit that the Settlement and the Plan of Allocation should be approved as fair, reasonable, and adequate; that the requested fee in the amount of 30% of the Settlement Fund should be approved

as fair and reasonable; and that the request for Litigation Expenses in the amount of $612,129.41—including the amount that would be paid directly to reimburse Lead Plaintiff for the costs it incurred in their supervision of the litigation—should be approved.

In accordance with 28 U.S.C. § 1746, I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on this 1st day of August, 2025.



Jeffrey W. Golan