

EXECUTION COPY

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11  
12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA  
14 SOUTHERN DIVISION

15 IN RE HEWLETT-PACKARD ) Case No. SACV 11-1404 AG (RNBx)  
16 COMPANY SECURITIES )  
LITIGATION ) **STIPULATION AND AGREEMENT**  
17 ) **OF SETTLEMENT**  
18 )  
19 ) Judge: Hon. Andrew J. Guilford  
20 ) Dept.: Courtroom 10D  
21 ) Complaint Filed: October 19, 2012  
22 ) Trial Date: October 7, 2014  
23 )  
24 )  
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28 )

1 Subject to the approval of the Court and pursuant to Rule 23 of the Federal  
2 Rules of Civil Procedure, this Stipulation and Agreement of Settlement (the  
3 “Settlement Agreement”) is entered into between and among (a) Arkansas  
4 Teacher Retirement System, Union Asset Management Holding AG, Labourers’  
5 Pension Fund of Central and Eastern Canada, LIUNA National (Industrial)  
6 Pension Fund and LIUNA Staff & Affiliates Pension Fund, (collectively the  
7 “Institutional Investor Group” or “Lead Plaintiffs”), on behalf of themselves and  
8 the Settlement Class defined herein; (b) defendant Hewlett-Packard Company  
9 (“HP” or the “Company”); and (c) the Individual Defendants defined herein,  
10 (together with HP, “Defendants”), by and through their respective duly authorized  
11 counsel.

12 Lead Plaintiffs and Defendants (collectively the “Settling Parties”) intend  
13 for this Settlement Agreement to fully and finally compromise, resolve, discharge,  
14 release and settle the Released Claims, as defined herein, and to dismiss this  
15 Action with prejudice, subject to the terms and conditions set forth below and  
16 without any admission or concession as to the merits of any claim or defense by  
17 Lead Plaintiffs or Defendants.

18 **WHEREAS:**

19 A. On September 13, 2011, an initial class action complaint captioned  
20 *Gammel v. Hewlett-Packard Co., et al.*, No. SACV 11-1404 AG (RNBx), and  
21 alleging federal securities law violations was filed in the United States District  
22 Court for the Central District of California, Southern Division – Santa Ana,  
23 against HP and Léo Apotheker and Catherine A. Lesjak.

24 B. On December 19, 2011, pursuant to provisions of the Private  
25 Securities Litigation Reform Act of 1995, 15 U.S.C. §78u-4 (the “PSLRA”), the  
26 Court appointed the Institutional Investor Group as Lead Plaintiffs in this Action  
27 and approved their selection of Labaton Sucharow LLP and Motley Rice LLC  
28 (“Co-Lead Counsel”) to serve as Co-Lead Counsel to represent the putative class.

1 C. On February 10, 2012, Lead Plaintiffs filed a First Amended Class  
2 Action Complaint for Violations of the Federal Securities Laws (the “FAC”),  
3 asserting claims under Sections 10(b) and 20(a) of the Securities Exchange Act of  
4 1934 (the “Exchange Act”) against HP, Léo Apotheker, R. Todd Bradley and  
5 Catherine A. Lesjak.

6 D. On April 11, 2012, the defendants moved to dismiss the FAC. On  
7 June 11, 2012, Lead Plaintiffs filed their opposition to the defendants’ Motion to  
8 Dismiss the FAC, to which the defendants replied on July 11, 2012.

9 E. On August 29, 2012, after hearing and oral argument, the Honorable  
10 Andrew J. Guilford granted the defendants’ Motion to Dismiss the FAC with  
11 leave to replead.

12 F. On October 19, 2012, Lead Plaintiffs filed a Second Amended Class  
13 Action Complaint for Violations of the Federal Securities Laws (the  
14 “Complaint”), asserting claims against HP and the Individual Defendants Léo  
15 Apotheker and R. Todd Bradley. The Complaint did not name Ms. Lesjak as a  
16 defendant.

17 G. On December 3, 2012, Defendants moved for the dismissal of the  
18 Complaint. On January 17, 2013, Lead Plaintiffs opposed Defendants’ Motion to  
19 Dismiss, to which Defendants replied on February 11, 2013.

20 H. On March 18, 2013, the Court held a hearing and oral argument on  
21 Defendants’ Motion to Dismiss the Complaint. On May 8, 2013, the Court issued  
22 an order granting in part and denying in part Defendants’ Motion to Dismiss the  
23 Complaint (the “May 8, 2013 Order”).

24 I. On May 22, 2013, Defendants moved for reconsideration of the  
25 Court’s May 8, 2013 Order. Lead Plaintiffs opposed the Motion for  
26 Reconsideration on June 4, 2013, to which Defendants replied on June 10, 2013.

27 J. On June 17, 2013, the Court denied Defendants’ Motion for  
28 Reconsideration and denied Defendants’ request to certify its ruling for appeal.

1           K.     On July 17, 2013, the Defendants filed their respective Answers  
2 denying the material allegations of the Complaint, asserting affirmative defenses  
3 and demanding a jury trial, after which Lead Plaintiffs served formal written  
4 discovery.

5           L.     Lead Plaintiffs, through Co-Lead Counsel, conducted a thorough  
6 investigation relating to the claims and underlying events and transactions of the  
7 Action. This process included reviewing and analyzing: (i) HP's filings with the  
8 Securities and Exchange Commission (the "SEC"); (ii) hundreds of securities  
9 analysts' reports, public statements, media reports and court records; and (iii)  
10 more than 314,000 core documents produced by HP and third parties. Co-Lead  
11 Counsel also located and interviewed numerous confidential witnesses and  
12 extensively consulted with several experienced experts in differing disciplines and  
13 possessing different areas of expertise including, among others, experts in  
14 software development, operating system development and hardware development  
15 as well as an economist with significant experience analyzing and evaluating  
16 complex issues respecting damages and loss causation. The process was further  
17 informed by briefing on Defendants' motions to dismiss the FAC and the  
18 Complaint.

19           M.     On December 3, 2013, Lead Plaintiffs and the Defendants, or their  
20 representatives, along with representatives of insurers of HP and the Individual  
21 Defendants, among others, participated in lengthy arm's-length mediation  
22 discussions in Newport Beach, California, facilitated by the Honorable Layn  
23 Phillips, United States District Court Judge (Ret.) ("Judge Phillips"), a private  
24 mediator engaged by the Settling Parties. In connection with the mediation  
25 process, the Settling Parties submitted detailed pre-mediation statements to Judge  
26 Phillips, and exchanged these statements with each other. The statements  
27 summarized the Settling Parties' respective settlement positions and included  
28 substantial documentation.

1 N. Between December 4, 2013 and January 15, 2014, the Settling  
2 Parties continued to participate in arm's-length settlement mediation  
3 communications with the assistance of Judge Phillips.

4 O. On January 15, 2014, the Settling Parties' arm's-length mediation  
5 communications, facilitated by Judge Phillips, resulted in an agreement-in-  
6 principle between Lead Plaintiffs and Defendants to settle this Action.

7 P. Lead Plaintiffs believe that the claims asserted in the Action have  
8 merit and that the evidence developed to date supports the claims asserted.  
9 However, Lead Plaintiffs and Co-Lead Counsel recognize and acknowledge the  
10 expense and length of continued proceedings necessary to prosecute the Action  
11 against the Defendants through trial and appeal. Lead Plaintiffs and Co-Lead  
12 Counsel have also taken into account the uncertain outcome and the risk of any  
13 litigation, especially in complex matters such as the Action, as well as the  
14 difficulties and delays inherent in such action. Co-Lead Counsel also are mindful  
15 of the inherent problems of proof and the possible defenses to the claims alleged  
16 in the Action. Based on their evaluation, Lead Plaintiffs and Co-Lead Counsel  
17 believe that the Settlement set forth in this Settlement Agreement confers  
18 substantial monetary benefits upon the Settlement Class and is in the best interests  
19 of Lead Plaintiffs and the Settlement Class.

20 Q. Defendants have denied and continue to deny all claims of  
21 wrongdoing or liability against them arising out of any of the conduct, statements,  
22 acts or omissions alleged in the Action, including any violations of the federal  
23 securities laws or any other legal obligation or duty potentially giving rise to the  
24 Released Claims. Defendants have denied and continue to deny each of the  
25 claims alleged by Lead Plaintiffs on behalf of the Settlement Class, including all  
26 claims in the Complaint. Defendants believe that they have meritorious defenses  
27 to all claims asserted or that could have been asserted based on the allegations of  
28 the Complaint. Defendants also have denied and continue to deny, among other

1 things, that: Lead Plaintiffs and the Settlement Class have suffered damages; the  
2 prices of HP common stock were artificially inflated by reason of the alleged  
3 misrepresentations, non-disclosures, or otherwise; and Lead Plaintiffs and the  
4 Settlement Class were otherwise harmed in any other way by the conduct alleged  
5 in the Complaint. Moreover, Defendants believe that the evidence developed to  
6 date supports their position and assert that the Action has no merit. Nonetheless,  
7 Defendants have concluded that continuation of the Action would be protracted  
8 and expensive, and have taken into account the uncertainty and risks inherent in  
9 any litigation, especially a complex case like this action, and believe that the  
10 Settlement set forth in this Settlement Agreement is in their best interests.

11 R. Nothing in this Settlement Agreement, whether or not consummated,  
12 or in any proceedings relating to any settlement, or in any of the terms of any  
13 settlement, whether or not consummated, shall in any way be construed as, or  
14 deemed to be evidence of, an admission or concession on the part of the  
15 Defendants with respect to any claim of any liability, fault, wrongdoing, or  
16 damage whatsoever, or any infirmity in any defense that the Defendants have or  
17 could have asserted. The Defendants are entering into this Settlement to eliminate  
18 the burden, expense, uncertainty, distraction and risk of further litigation.

19 **NOW THEREFORE**, without any admission or concession by Lead  
20 Plaintiffs that the Action lacks merit, and without any admission or concession by  
21 the Defendants of any liability or wrongdoing, or lack of merit in their defenses, it  
22 is hereby **STIPULATED AND AGREED**, by and among the Settling Parties to  
23 this Settlement Agreement, through their respective attorneys, subject to approval  
24 by the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, that,  
25 in consideration of the benefits flowing to the Settling Parties hereto, all Released  
26 Claims and all Released Defendants' Claims as against all Released Parties shall  
27 be fully, finally and forever compromised, settled, released, discharged and  
28

1 dismissed with prejudice, and without an assessment of costs against any party or  
2 counsel, upon and subject to the following terms and conditions:

3 **CERTAIN DEFINITIONS**

4 1. As used in this Settlement Agreement and the exhibits annexed  
5 hereto, the following terms shall have the meanings set forth below. In the event  
6 of any inconsistency between any definition set forth below and any definition in  
7 any other document related to the Settlement, the definition set forth below shall  
8 control.

9 (a) “Action” means the above-captioned action titled *In re*  
10 *Hewlett-Packard Company Securities Litigation*, No. SACV 11-1404 AG (RNBx)  
11 (C.D. Cal.).

12 (b) “Alternative Judgment” means a form of final judgment that  
13 may be entered by the Court herein but in a form other than the form of Judgment  
14 provided for in this Settlement Agreement and where none of the Settling Parties  
15 hereto elects to terminate this Settlement by reason of such variance.

16 (c) “Authorized Claimant” means a Settlement Class Member (or  
17 the duly authorized representative of such Settlement Class Member including,  
18 without limitation, its agents, administrators, executors, heirs, successors, and  
19 assigns) who timely submits a valid Proof of Claim and Release form to the  
20 Claims Administrator that is accepted for payment by the Court.

21 (d) “Claims Administrator” means the firm to be retained by Co-  
22 Lead Counsel, subject to Court approval, to provide all notices approved by the  
23 Court to Settlement Class Members, to process proofs of claim, and to administer  
24 the Settlement.

25 (e) “Class Period” means the period of time from November 22,  
26 2010 to and through August 18, 2011.

27 (f) “Co-Lead Counsel” means the law firms of Labaton Sucharow  
28 LLP and Motley Rice LLC.

1 (g) “Company” means Hewlett-Packard Company.

2 (h) “Complaint” means the Second Amended Class Action  
3 Complaint for Violations of the Federal Securities Laws, filed in this Action on  
4 October 19, 2012.

5 (i) “Court” means the United States District Court for the Central  
6 District of California.

7 (j) “Defendants” means Hewlett-Packard Company and the  
8 Individual Defendants.

9 (k) “Defendants’ Counsel” means the law firms of Morgan, Lewis  
10 & Bockius LLP; Gibson, Dunn & Crutcher LLP; Munger Tolles & Olson LLP;  
11 and Fenwick & West LLP.

12 (l) “Distribution Order” means an order of the Court approving  
13 the Claims Administrator’s administrative determinations concerning the  
14 acceptance and rejection of the claims submitted in the Settlement and approving  
15 any fees and expenses not previously paid, including the fees and expenses of the  
16 Claims Administrator and, if the Effective Date has occurred, directing payment  
17 of the Net Settlement Fund to Authorized Claimants.

18 (m) “Effective Date” means the date upon which the Settlement  
19 shall become effective, as set forth in ¶ 39 below.

20 (n) “Escrow Account” means the separate escrow account at a  
21 banking institution designated by Co-Lead Counsel into which the Settlement  
22 Amount shall be deposited under this Settlement for the benefit of the Settlement  
23 Class.

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

25 (p) “Fee and Expense Application” means the request for such  
26 amounts as the Court may award to Plaintiffs’ Counsel to compensate them for  
27 their fees and pay them for their expenses in connection with the Action, which  
28 may include some or all of the following: (i) an award of attorneys’ fees; (ii)



1 payment of expenses incurred in connection with prosecuting the Action,  
2 including, without limitation, expenses attributable to experts and/or consultants  
3 retained by Co-Lead Counsel; (iii) any award to Lead Plaintiffs for reasonable  
4 costs and expenses (including lost wages) pursuant to the PSLRA; and (iv) interest  
5 on such attorneys' fees and expenses at the same rate as earned by the Settlement  
6 Fund, from the date the Court orders such award until the date paid from the  
7 Settlement Fund.

8 (q) "Final" with respect to a court order, including, but not limited  
9 to, the Judgment or Alternative Judgment, means the later of: (i) if there is an  
10 appeal, the date of final affirmance on appeal and the expiration of the time for  
11 any further judicial review whether by appeal, reconsideration or a petition for a  
12 *writ of certiorari* and, if *certiorari* is granted, the date of final affirmance of the  
13 order following review pursuant to the grant; or (ii) the date of final dismissal of  
14 any appeal or the final dismissal of any proceeding on *certiorari* to review the  
15 order; or (iii) the expiration of the time for the filing or noticing of any appeal or  
16 petition for *certiorari* (or, if the date for taking an appeal or seeking review shall  
17 be extended beyond this time by order of the issuing court, by operation of law or  
18 otherwise, or if such extension is requested, the date of expiration of any  
19 extension if any appeal or review is not sought). However, any appeal or  
20 proceeding seeking subsequent judicial review pertaining solely to the Plan of  
21 Allocation of the Net Settlement Fund, or to the Court's award of attorneys' fees  
22 or expenses, shall not in any way delay or affect the time set forth above for the  
23 Judgment or Alternative Judgment to become Final, or otherwise preclude the  
24 Judgment or Alternative Judgment from becoming Final.

25 (r) "Immediate Family" or "Immediate Families" shall mean  
26 spouse, domestic partner, parents, grandparents, children and grandchildren.

27 (s) "Individual Defendants" means Léo Apotheker and R. Todd  
28 Bradley.

1 (t) “Judgment” means the Final Judgment and Order of Dismissal  
2 with Prejudice to be entered by the Court approving the Settlement, substantially  
3 in the form annexed hereto as Exhibit B.

4 (u) “Lead Plaintiffs” means Arkansas Teacher Retirement System,  
5 Union Asset Management Holding AG, Labourers’ Pension Fund of Central and  
6 Eastern Canada, LIUNA National (Industrial) Pension Fund and LIUNA Staff &  
7 Affiliates Pension Fund (also collectively referred to as “Institutional Investors  
8 Group”).

9 (v) “Net Settlement Fund” means the Settlement Fund less: (i)  
10 Court-awarded attorneys’ fees and expenses; (ii) Notice and Administration  
11 Expenses; (iii) Taxes; and (iv) any other Court-approved fees or expenses,  
12 including any award to Lead Plaintiffs for reasonable costs and expenses  
13 (including lost wages) pursuant to the PSLRA.

14 (w) “Notice” means the Notice of Pendency and Proposed Class  
15 Action Settlement and Motion for Attorneys’ Fees and Expenses, substantially in  
16 the form annexed hereto as Exhibit 1 to Exhibit A, which is to be mailed to  
17 Settlement Class Members pursuant to Court order.

18 (x) “Notice and Administration Expenses” means all costs, fees,  
19 and expenses incurred in connection with providing notice to the Settlement Class  
20 and the administration of the Settlement, including, but not limited to: (i)  
21 providing notice of the proposed Settlement by mail, publication, and other means  
22 to Settlement Class Members; (ii) receiving and reviewing claims; (iii) applying  
23 the Plan of Allocation; (iv) communicating with Persons regarding the proposed  
24 Settlement and claims administration process; (v) distributing the proceeds of the  
25 Settlement; and (vi) fees related to the Escrow Account and investment of the  
26 Settlement Fund; *provided, however*, that Notice and Administration Expenses  
27 shall not include any of the Fee and Expense Award.  
28

1           (y) “Person” or “Persons” means an individual, partnership, firm,  
2 corporation, limited liability company, trust, governmental entity or any other  
3 form of entity or organization.

4           (z) “Plaintiffs’ Counsel” means the law firms of Labaton  
5 Sucharow LLP, Motley Rice LLC and Barrack, Rodos & Bacine.

6           (aa) “Plan of Allocation” means the terms and procedures for  
7 allocating the Net Settlement Fund among, and distributing the Net Settlement  
8 Fund to, Authorized Claimants as proposed by Co-Lead Counsel, with the  
9 approval of Lead Plaintiffs, and set forth in the Notice, or such other plan of  
10 allocation as the Court shall approve.

11           (bb) “Preliminary Approval Order” means the proposed Court order  
12 preliminarily approving the Settlement and providing for notice, substantially in  
13 the form annexed hereto as Exhibit A.

14           (cc) “Proof of Claim” or “Claim Form” means the Proof of Claim  
15 and Release form for submitting a claim, which, subject to Court approval, shall  
16 be substantially in the form annexed hereto as Exhibit 2 to Exhibit A.

17           (dd) “Qualified Settlement Fund” means a fund within the meaning  
18 of Treasury Regulations § 1.468B-1.

19           (ee) “Released Claims” means any and all claims, rights, causes of  
20 action, duties, controversies, obligations, demands, actions, debts, sums of money,  
21 suits, contracts, agreements, promises, damages, losses, judgments, liabilities,  
22 allegations and arguments of every nature and description, including both known  
23 claims and Unknown Claims (defined below), whether arising under federal, state,  
24 local, foreign or statutory law, common law or administrative law, or any other  
25 law, rule or regulation, at law or in equity, whether class or individual in nature,  
26 whether fixed or contingent, whether accrued or unaccrued, whether liquidated or  
27 unliquidated, whether matured or unmatured, that Lead Plaintiffs or any other  
28 Settlement Class Member: (i) asserted in the Action; or (ii) could have asserted in

1 the Action or any other action or in any forum, that arise out of, relate to, or are in  
2 connection with the claims, allegations, transactions, facts, events, acts,  
3 disclosures, statements, representations or omissions or failures to act involved,  
4 set forth, or referred to in the complaints filed in the Action and that relate to the  
5 purchase or acquisition of HP's publicly traded common stock during the Class  
6 Period. For the avoidance of doubt, Released Claims do not include: (i) claims to  
7 enforce the Settlement; (ii) any governmental or regulatory agency's claims in any  
8 criminal or civil action against any of the Released Defendant Parties; and (iii)  
9 claims in *Gonzalez v. Apotheker*, No. 30-2011-00511941-CU-BT-CJC (Super. Ct.  
10 Orange County); *Tyner v. Apotheker*, No. 30-2011-00513236-CU-BT-CJC (Super.  
11 Ct. Orange County); *Espinoza v. Apotheker*, No. SACV 11-01454 AG (RNBx)  
12 (C.D. Cal.); *Salat v. Apotheker*, No. SACV 11-01456 AG (RNBx) (C.D. Cal.);  
13 and *In re Hewlett-Packard Company Shareholder Derivative Litigation*, No.  
14 SACV 11-01454 AG (RNBx) (C.D. Cal.).

15 (ff) "Released Defendant Parties" means the Defendants, Catherine  
16 A. Lesjak, and their respective current and former parents, subsidiaries, affiliates,  
17 trustees, officers, directors, principals, employees, agents, employers, controlling  
18 persons, partners, insurers, reinsurers, auditors, accountants, advisors, financial  
19 advisors, investment advisors, commercial bank lenders, investment bankers,  
20 creditors, administrators, estates, legal representatives, heirs, attorneys,  
21 predecessors, successors or assigns, divisions, joint ventures, general or limited  
22 partners or partnerships, limited liability companies and any trust of which any  
23 Individual Defendant is the settlor or which is for the benefit of a member of their  
24 Immediate Family; and, as to each of the foregoing, their respective current and  
25 former legal representatives, heirs, successors or assigns.

26 (gg) "Released Defendants' Claims" means all claims, rights and  
27 causes of action, controversies, duties, controversies, obligations, demands,  
28 actions, debts, sums of money, suits, contracts, agreements, promises, damages,

1 losses, judgments, allegations, arguments, and liabilities of every nature and  
2 description, whether known or Unknown Claims (as defined below), fixed or  
3 contingent, accrued or unaccrued, liquidated or unliquidated, matured or  
4 unmatured, whether arising under federal, state, local, common or administrative  
5 law, or any other law, that the Defendants or any Released Defendant Party or  
6 their heirs, agents, executors, administrators, trustees, beneficiaries, predecessors,  
7 successors or assigns asserted, or could have asserted, against any of the Released  
8 Plaintiff Parties that arise out of, are based upon, involve, or relate in any way to  
9 the commencement, prosecution, settlement or resolution of the Action (other than  
10 claims to enforce the Settlement).

11 (hh) “Released Parties” means the Released Defendant Parties and  
12 the Released Plaintiff Parties, collectively.

13 (ii) “Released Plaintiff Parties” means each and every Lead  
14 Plaintiff, Settlement Class Member and Plaintiffs’ Counsel, and their respective  
15 current and former parents, subsidiaries, affiliates, trustees, officers, directors,  
16 principals, employees, employers, controlling persons, agents, partners, insurers,  
17 reinsurers, auditors, accountants, advisors, financial advisors, investment advisors,  
18 commercial bank lenders, investment bankers, creditors, administrators, estates,  
19 legal representatives, heirs, attorneys, predecessors, successors or assigns,  
20 divisions, joint ventures, general or limited partners or partnerships, limited  
21 liability companies and any trust of which any Lead Plaintiff, Settlement Class  
22 Member or Plaintiffs’ Counsel is the settlor or which is for the benefit of a  
23 member of their Immediate Family; and, as to each of the foregoing, their  
24 respective current and former legal representatives, heirs, successors or assigns.

25 (jj) “Settlement” means the settlement contemplated by this  
26 Settlement Agreement.

27  
28

1           (kk) “Settlement Agreement” means this Stipulation and Agreement  
2 of Settlement and its accompanying exhibits, including any subsequent  
3 amendments thereto and any exhibits to such amendments.

4           (ll) “Settlement Amount” means Fifty-Seven Million Dollars  
5 (\$57,000,000.00) in cash.

6           (mm) “Settlement Class” or “Settlement Class Member” means all  
7 persons and entities that, during the period from November 22, 2010 to and  
8 through August 18, 2011, purchased or otherwise acquired shares of Hewlett-  
9 Packard Company’s publicly traded common stock in the open market, and were  
10 damaged thereby. Excluded from the Settlement Class are: the Defendants;  
11 members of the Immediate Families of the Individual Defendants; all of HP’s  
12 subsidiaries and affiliates; any person who is or was an officer or director of HP or  
13 any of HP’s subsidiaries or affiliates during the Class Period; any entity in which  
14 any Defendant has a controlling interest; and the legal representatives, heirs,  
15 successors, and assigns of any such excluded person or entity. Also excluded  
16 from the Settlement Class are those persons and entities who submit valid and  
17 timely requests for exclusion from the Settlement Class in accordance with the  
18 requirements set forth in the Notice.

19           (nn) “Settlement Fund” means the Settlement Amount and any  
20 interest earned thereon.

21           (oo) “Settlement Hearing” means the hearing to be held by the  
22 Court to determine, among other things, whether to grant final approval of the  
23 Settlement, as contemplated by the Preliminary Approval Order.

24           (pp) “Settling Party” or “Settling Parties” means the Defendants  
25 and Lead Plaintiffs, on behalf of themselves and the other Settlement Class  
26 Members.

27           (qq) “Summary Notice” means the Summary Notice of Pendency  
28 and Class Action Settlement and Motion for Attorneys’ Fees and Expenses for

1 publication, which, subject to approval of the Court, shall be substantially in the  
2 form annexed hereto as Exhibit 3 to Exhibit A.

3 (rr) "Taxes" means all federal, state, or local taxes of any kind on  
4 any income earned by the Settlement Fund and all reasonable expenses and costs  
5 incurred in connection with the taxation of the Settlement Fund (including,  
6 without limitation, interest, penalties and the reasonable expenses of tax attorneys  
7 and accountants).

8 (ss) "Unknown Claims" means any and all Released Claims which  
9 any Lead Plaintiff, any other Settlement Class Member or any other Released  
10 Plaintiff Party does not know or suspect to exist in his, her or its favor at the time  
11 of the release of the Released Defendant Parties, and any Released Defendants'  
12 Claims that any Defendant or any other Released Defendant Party does not know  
13 or suspect to exist in his, her or its favor at the time of the release of the Released  
14 Plaintiff Parties, which if known by him, her, or it, might have affected his, her, or  
15 its decision(s) with respect to the Settlement. With respect to any and all Released  
16 Claims and Released Defendants' Claims, the Settling Parties stipulate and agree  
17 that, upon the Effective Date, Lead Plaintiffs and the Defendants shall expressly,  
18 and each other Settlement Class Member, Released Plaintiff Party and Released  
19 Defendant Party shall be deemed to have, and by operation of the Judgment or  
20 Alternative Judgment shall have, expressly waived and relinquished any and all  
21 provisions, rights and benefits conferred by Cal. Civ. Code § 1542, or any law of  
22 any state or territory of the United States, or principle of common law, which is  
23 similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

24 **A general release does not extend to claims which the**  
25 **creditor does not know or suspect to exist in his or**  
26 **her favor at the time of executing the release, which**  
27 **if known by him or her must have materially affected**  
28 **his or her settlement with the debtor.**

1 Lead Plaintiffs, the other Settlement Class Members, the Released Plaintiff  
2 Parties, the Defendants and the other Released Defendant Parties acknowledge  
3 that they may hereafter discover facts in addition to or different from those which  
4 any of them or their counsel now knows or believes to be true with respect to the  
5 subject matter of the Released Claims and the Released Defendants' Claims, but  
6 Lead Plaintiffs and the Defendants shall expressly, fully, finally and forever settle  
7 and release, and each other Settlement Class Member, Released Plaintiff Parties  
8 and Released Defendant Parties shall be deemed to have settled and released, and  
9 upon the Effective Date and by operation of the Judgment or Alternative  
10 Judgment shall have settled and released, fully, finally, and forever, any and all  
11 Released Claims and Released Defendants' Claims that now exist or heretofore  
12 have existed upon any theory of law or equity now existing or coming into  
13 existence in the future, without regard to the subsequent discovery or existence of  
14 such different or additional facts, without regard to whether those facts were  
15 concealed or hidden. Lead Plaintiffs and the Defendants acknowledge, and other  
16 Settlement Class Members by operation of law shall be deemed to have  
17 acknowledged, that the inclusion of "Unknown Claims" in the definition of  
18 Released Claims and Released Defendants' Claims was separately bargained for  
19 and was a key element of the Settlement.

### 20 **SCOPE AND EFFECT OF SETTLEMENT**

21 2. The obligations incurred pursuant to this Settlement Agreement are,  
22 subject to approval by the Court and such approval becoming Final, in full and  
23 final disposition of the Action with respect to the Released Parties and any and all  
24 Released Claims and Released Defendants' Claims.

25 3. For purposes of this Settlement only, Lead Plaintiffs and the  
26 Defendants agree to: (i) certification of the Action as a class action, pursuant to  
27 Fed. R. Civ. P. 23(a) and 23(b)(3), on behalf of the Settlement Class as defined in  
28 ¶ 1(mm); (ii) the certification of Lead Plaintiffs as Class Representatives for the



1 Settlement Class; and (iii) the appointment of Co-Lead Counsel as Class Counsel  
2 for the Settlement Class.

3 4. By operation of the Judgment or Alternative Judgment, as of the  
4 Effective Date, Lead Plaintiffs and each and every other Settlement Class  
5 Member, on behalf of themselves and each of their respective heirs, agents,  
6 representatives, attorneys, subsidiaries, affiliates, executors, trustees,  
7 administrators, predecessors, successors, assigns, any trust of which any Lead  
8 Plaintiff or Settlement Class Member is the settlor or is for the benefit of a  
9 member of their immediate family, and any entity acting on behalf of a Lead  
10 Plaintiff or Settlement Class Member, in their capacity as a Lead Plaintiff or  
11 Settlement Class Member, shall: (i) be deemed to have fully, finally and forever  
12 waived, released, discharged and dismissed each and every one of the Released  
13 Claims, as against each and every one of the Released Defendant Parties; (ii) be  
14 barred and enjoined from commencing, instituting, prosecuting or maintaining any  
15 of the Released Claims against any of the Released Defendant Parties; and (iii) be  
16 deemed to have covenanted not to sue any Released Defendant Party on the basis  
17 of any Released Claims or, unless compelled by operation of law, to assist any  
18 person in commencing or maintaining any suit relating to any Released Claim  
19 against any Released Defendant Party. The foregoing release is given regardless  
20 of whether such Lead Plaintiffs or Settlement Class Members have: (i) executed  
21 and delivered a Proof of Claim; (ii) received the Notice; (iii) participated in the  
22 Settlement Fund; (iv) filed an objection to the Settlement, the proposed Plan of  
23 Allocation, or any application by Plaintiffs' Counsel for attorneys' fees and  
24 expenses; or (v) had their claims approved or allowed. Nothing contained herein  
25 shall, however, bar any action or claim to enforce the terms of this Settlement  
26 Agreement or the Judgment or Alternative Judgment.

27 5. By operation of the Judgment or Alternative Judgment, as of the  
28 Effective Date, the Defendants, on behalf of themselves and each of their

1 respective heirs, agents, representatives, attorneys, affiliates, executors, trustees,  
2 administrators, predecessors, successors and assigns shall: (i) be deemed to have  
3 fully, finally and forever waived, released, discharged and dismissed each and  
4 every one of the Released Defendants' Claims, as against each and every one of  
5 the Released Plaintiff Parties; (ii) be barred and enjoined from commencing,  
6 instituting, prosecuting or maintaining any of the Released Defendants' Claims  
7 against any of the Released Plaintiff Parties; and (iii) be deemed to have  
8 covenanted not to sue any Released Plaintiff Party on the basis of any Released  
9 Defendants' Claim or, unless compelled by operation of law, to assist any person  
10 in commencing or maintaining any suit relating to any Released Defendants'  
11 Claim against any Released Plaintiff Party. Nothing contained herein shall,  
12 however, bar any action or claim to enforce the terms of this Settlement  
13 Agreement or the Judgment or Alternative Judgment.

14 **THE SETTLEMENT CONSIDERATION**

15 6. In full settlement of the claims asserted in the Action against the  
16 Defendants and in consideration of the releases specified in ¶ 4 and ¶ 5 above, HP  
17 shall pay, or cause to be paid, the Settlement Amount in cash into the Escrow  
18 Account on or before twenty (20) business days after both: (i) the Court has  
19 entered the Preliminary Approval Order; and (ii) Co-Lead Counsel has provided  
20 to counsel for HP, Morgan, Lewis & Bockius LLP and Gibson Dunn & Crutcher  
21 LLP ("HP's Counsel"), all information necessary to effectuate a transfer of funds,  
22 including but not limited to, wiring instructions, payment address, and a complete  
23 and signed W-9 form for the Settlement Fund that reflects a valid taxpayer  
24 identification number.

25 7. With the sole exception of the Defendants' obligation to secure  
26 payments into the Escrow Account as provided for in ¶ 6, the Released Defendant  
27 Parties and Defendants' Counsel shall have no obligation to make or cause to be  
28 made any other payment into the Escrow Account pursuant to this Settlement

1 Agreement, and shall have no responsibility or liability with respect to the Escrow  
2 Account or the monies maintained in the Escrow Account, including, without  
3 limitation, any responsibility or liability related to any fees, Taxes, investment  
4 decisions, maintenance, supervision or distributions of any portion of the  
5 Settlement Amount.

6 8. The Settling Parties agree to cooperate in expeditiously seeking  
7 preliminary and final approval of the Settlement.

8 **USE AND TAX TREATMENT OF SETTLEMENT FUND**

9 9. The Settlement Fund shall be used: (i) to pay any Taxes; (ii) to pay  
10 Notice and Administration Expenses; (iii) to pay any attorneys' fees and expenses  
11 awarded by the Court; (iv) to pay any costs and expenses allowed by the PSLRA  
12 and awarded to Lead Plaintiffs by the Court; (v) to pay any other Court-awarded  
13 fees and expenses; and (vi) to pay the claims of Authorized Claimants.

14 10. The Net Settlement Fund shall be distributed to Authorized  
15 Claimants as provided in ¶ 22 through ¶ 35 hereof. The Net Settlement Fund shall  
16 remain in the Escrow Account prior to the Effective Date. All funds held in the  
17 Escrow Account shall be deemed to be in the custody of the Court and shall  
18 remain subject to the jurisdiction of the Court until such time as the funds shall be  
19 disbursed or returned, pursuant to the terms of this Settlement Agreement, and/or  
20 further order of the Court. The Escrow Agent shall invest funds in the Escrow  
21 Account in instruments backed by the full faith and credit of the United States  
22 Government (or a mutual fund invested solely in such instruments), or deposit  
23 some or all of the funds in non-interest-bearing transaction account(s) that are  
24 fully insured by the Federal Deposit Insurance Corporation ("FDIC") in amounts  
25 that are up to the limit of FDIC insurance. Defendants and Defendants' Counsel  
26 shall have no responsibility for, interest in, or liability whatsoever with respect to  
27 investment decisions executed by the Escrow Agent. All risks related to the  
28 investment of the Settlement Fund shall be borne solely by the Settlement Fund.

1           11. The Settling Parties agree to treat the Settlement Fund, as a “qualified  
2 settlement fund” within the meaning of Treas. Reg. § 1.468B-1. In addition, Co-  
3 Lead Counsel shall timely make, or cause to be made, such elections as necessary  
4 or advisable to carry out the provisions of this ¶ 11, including the “relation-back  
5 election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted  
6 date. Such election shall be made in compliance with the procedures and  
7 requirements contained in such regulations. It shall be the sole responsibility of  
8 Co-Lead Counsel to timely and properly prepare and deliver, or cause to be  
9 prepared and delivered, the necessary documentation for signature by all  
10 necessary parties, and thereafter take all such actions as may be necessary or  
11 appropriate to cause the appropriate filing(s) to occur.

12           (a) For the purposes of Section 468B of the Internal Revenue  
13 Code of 1986, as amended, and Treas. Reg. § 1.468B promulgated thereunder, the  
14 “administrator” (as defined in Treas. Reg. § 1.468B-2(k)(3)) shall be Co-Lead  
15 Counsel or their successors, who shall timely and properly file, or cause to be  
16 filed, all informational and other federal, state, or local tax returns necessary or  
17 advisable with respect to the earnings on the funds deposited in the Escrow  
18 Account (including without limitation the returns described in Treas. Reg.  
19 § 1.468B-2(k)). Such tax returns (as well as the election described above) shall be  
20 consistent with this subparagraph and in all events shall reflect that all Taxes  
21 (including any estimated taxes, earnings, or penalties) on the income earned on the  
22 funds deposited in the Escrow Account shall be paid out of such funds as provided  
23 in subparagraph (c) of this ¶ 11.

24           (b) All Taxes shall be paid solely out of the Escrow Account. In  
25 all events, the Released Defendant Parties and Defendants’ Counsel shall have no  
26 liability or responsibility whatsoever for the Taxes or the filing of any tax returns  
27 or other documents with the Internal Revenue Service or any other state or local  
28 taxing authority. In the event any Taxes are owed by any of the Defendants on

1 any interest earned on the funds on deposit in the Escrow Account, such amounts  
2 shall also be paid out of the Escrow Account. The Settling Parties agree that the  
3 Defendants shall be entitled to reimbursement for any Taxes, which shall also be  
4 paid out of the Escrow Account.

5 (c) Taxes shall be treated as, and considered to be, a cost of  
6 administration of the Settlement and shall be timely paid, or caused to be paid, by  
7 Co-Lead Counsel out of the Escrow Account without prior order from the Court  
8 or approval by Defendants, and Co-Lead Counsel shall be obligated  
9 (notwithstanding anything herein to the contrary) to withhold from distribution to  
10 Authorized Claimants any funds necessary to pay such amounts (as well as any  
11 amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(l)).  
12 The Settling Parties agree to cooperate with Co-Lead Counsel, each other, and  
13 their tax attorneys and accountants to the extent reasonably necessary to carry out  
14 the provisions of this paragraph.

15 12. This is not a claims-made settlement. As of the Effective Date,  
16 neither Defendants nor any Person making payments on their behalf shall have  
17 any right to the return of the Settlement Fund or any portion thereof for any  
18 reason.

### 19 **ATTORNEYS' FEES AND EXPENSES**

20 13. Plaintiffs' Counsel will apply to the Court for an award from the  
21 Settlement Fund of: (i) attorneys' fees and (ii) payment of litigation expenses  
22 incurred in prosecuting the Action, plus any interest on such amounts at the same  
23 rate and for the same periods as earned by the Settlement Fund. The Defendants  
24 will take no position with respect to the Fee and Expense Application.

25 14. The amount of attorneys' fees and expenses awarded is within the  
26 sole discretion of the Court. Any Court-awarded attorneys' fees and expenses  
27 awarded shall be paid from the Settlement Fund to Plaintiffs' Counsel  
28 immediately after entry of the Order awarding such attorneys' fees and expenses,

1 notwithstanding the existence of any timely filed objections thereto, or potential  
2 for appeal therefrom, or collateral attack on the Settlement or any part thereof,  
3 subject to the obligations of Plaintiffs' Counsel pursuant to ¶ 15.

4 15. Any payment of attorneys' fees and litigation expenses pursuant to ¶  
5 14 above shall be subject to Plaintiffs' Counsel's obligation to make refunds or  
6 repayments to the Settlement Fund of any paid amounts, plus accrued interest at  
7 the same rate as is earned by the Settlement Fund, if the Settlement is terminated  
8 pursuant to the terms of this Settlement Agreement or if, as a result of any appeal  
9 or further proceedings on remand, or successful collateral attack, the award of  
10 attorneys' fees and/or litigation expenses is reduced or reversed by Final court  
11 order. Plaintiffs' Counsel shall make the appropriate refund or repayment in full  
12 no later than twenty (20) business days after receiving notice from a court of  
13 appropriate jurisdiction of the termination of the Settlement or notice of any  
14 reduction of the award of attorneys' fees and/or litigation expenses by Final court  
15 order. Lead Plaintiffs and Plaintiffs' Counsel may not cancel or terminate the  
16 Settlement Agreement or the Settlement based on the Court's or any appellate  
17 court's ruling with respect to the Fee and Expense Application.

18 16. With the sole exception of the Defendants making, or causing to be  
19 made, the payment into the Escrow Account as provided for in ¶ 6, the Released  
20 Defendant Parties shall have no responsibility for, and no liability whatsoever  
21 with respect to, any payment to Plaintiffs' Counsel or any other plaintiffs' counsel  
22 that may occur at any time.

23 17. The Released Defendant Parties shall have no responsibility for, and  
24 no liability whatsoever with respect to, the allocation of any attorneys' fees or  
25 expenses among Plaintiffs' Counsel, or any other plaintiffs' counsel, or any other  
26 Person who may assert some claim thereto, or any fee or expense awards the  
27 Court may make in the Action.

28

1           18. The Released Defendant Parties shall have no responsibility for, and  
2 no liability whatsoever with respect to, any attorneys' fees, costs, or expenses  
3 incurred by or on behalf of the Settlement Class Members, whether or not paid  
4 from the Escrow Account.

5           19. The procedure for and the allowance or disallowance by the Court of  
6 any Fee and Expense Application are not necessary terms of the Settlement set  
7 forth in this Settlement Agreement, and are separate from the Court's  
8 consideration of the fairness, reasonableness and adequacy of the Settlement set  
9 forth in the Settlement Agreement. Any order or proceeding relating to any Fee  
10 and Expense Application, including an award of attorneys' fees in an amount less  
11 than the amount requested by Plaintiffs' Counsel, or any appeal from any order  
12 relating thereto or reversal or modification thereof, shall not operate to terminate  
13 or cancel the Settlement Agreement, or affect or delay the finality of the Judgment  
14 or Alternative Judgment approving the Settlement Agreement and the Settlement  
15 set forth herein, including, but not limited to, the release, discharge, and  
16 relinquishment of the Released Claims against the Released Defendant Parties, or  
17 any other orders entered pursuant to the Settlement Agreement.

18   **ADMINISTRATION EXPENSES**

19           20. Except as otherwise provided herein, the Settlement Fund shall  
20 remain in escrow pending: (i) final Court approval of the Settlement; (ii) the  
21 expiration of all rights of appeal of the Judgment or Alternative Judgment; and  
22 (iii) the final denial of any and all appeals or objections or collateral attacks or  
23 challenges to the Settlement.

24           21. Prior to the Effective Date, without further approval from the  
25 Defendants or further order of the Court, Co-Lead Counsel may expend up to  
26 \$500,000 from the Settlement Fund to pay the Notice and Administration  
27 Expenses actually incurred. Such costs and expenses shall include, without  
28 limitation, the actual costs of publication, printing and mailing the Notice and

1 Summary Notice, reimbursements to nominee owners for forwarding the Notice to  
2 their beneficial owners, and the administrative expenses incurred and fees charged  
3 by the Claims Administrator in connection with providing notice and processing  
4 the submitted claims. Taxes and fees related to the Escrow Account and  
5 investment of the Settlement Fund may be paid as incurred, without further  
6 approval of the Settling Defendants or further order of the Court. After the  
7 Effective Date, without further approval of the Defendants or further order of the  
8 Court, Notice and Administration Expenses may be paid as incurred.

9 **DISTRIBUTION TO AUTHORIZED CLAIMANTS**

10 22. Co-Lead Counsel will apply to the Court for a Distribution Order, on  
11 notice to Defendants' Counsel, approving the Claims Administrator's  
12 administrative determinations concerning the acceptance and rejection of the  
13 claims submitted in the Settlement, and, if the Effective Date has occurred,  
14 directing the payment of the Net Settlement Fund to Authorized Claimants.

15 23. The Claims Administrator shall administer the Settlement under Co-  
16 Lead Counsel's supervision and subject to the jurisdiction of the Court. Except as  
17 stated in ¶ 6 and ¶ 37 hereof, the Released Defendant Parties and Defendants'  
18 Counsel shall have no responsibility for, interest in, or liability whatsoever with  
19 respect to the administration of the Settlement or the actions or decisions of the  
20 Claims Administrator, and shall have no liability to the Settlement Class in  
21 connection with such administration.

22 24. The Claims Administrator shall determine each Authorized  
23 Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized  
24 Claimant's Recognized Loss, as defined in the Plan of Allocation included in the  
25 Notice, or in such other plan of allocation as the Court may approve.

26 25. The Defendants will take no position with respect to the Plan of  
27 Allocation. The Plan of Allocation is a matter separate and apart from the  
28 proposed Settlement between Lead Plaintiffs and the Defendants, and any Court



1 decision concerning the Plan of Allocation shall not affect the validity or finality  
2 of the proposed Settlement. The Plan of Allocation is not a necessary term of this  
3 Settlement Agreement and it is not a condition of this Settlement Agreement that  
4 the Court approve any particular plan of allocation. Lead Plaintiffs and Co-Lead  
5 Counsel may not cancel or terminate the Settlement Agreement or the Settlement  
6 in accordance with ¶ 40 or otherwise based on the Court's or any appellate court's  
7 ruling with respect to the Plan of Allocation or any plan of allocation in the  
8 Action. The Released Defendant Parties and Defendants' Counsel shall have no  
9 responsibility or liability for reviewing or challenging claims, the allocation of the  
10 Net Settlement Fund, or the distribution of the Net Settlement Fund.

11 26. If there is any balance remaining in the Net Settlement Fund after at  
12 least six (6) months from the date of distribution of the Net Settlement Fund  
13 (whether by reason of tax refunds, uncashed checks or otherwise), Co-Lead  
14 Counsel shall, if feasible and economical, reallocate such balance among  
15 Authorized Claimants who have cashed their checks in an equitable and economic  
16 fashion. Any balance that still remains in the Net Settlement Fund, after payment  
17 of Notice and Administration Expenses, Taxes, and attorneys' fees and expenses,  
18 if any, shall be contributed to the Council of Institutional Investors, a non-profit  
19 organization that advocates for corporate governance measures and shareowner  
20 rights.

### 21 **ADMINISTRATION OF THE SETTLEMENT**

22 27. Any member of the Settlement Class who fails to timely submit a  
23 valid Proof of Claim (substantially in the form of Exhibit 2 to Exhibit A hereto)  
24 will not be entitled to receive any of the proceeds from the Net Settlement Fund,  
25 except as otherwise ordered by the Court, but will otherwise be bound by all of the  
26 terms of this Settlement Agreement and the Settlement, including the terms of the  
27 Judgment or Alternative Judgment entered in the Action and the releases provided  
28 for herein, and will be permanently barred and enjoined from bringing any action,

1 claim or other proceeding of any kind against any Released Defendant Party  
2 concerning any Released Claim, whether or not such Settlement Class Member  
3 has filed an objection to the Settlement, the proposed Plan of Allocation, or any  
4 Fee and Expense Application by Plaintiffs' Counsel.

5 28. Upon receiving any request(s) for exclusion pursuant to the Notice,  
6 Co-Lead Counsel shall promptly notify counsel for the Defendants of such  
7 request(s) for exclusion, and certainly no later than five (5) calendar days after  
8 receiving a request for exclusion or fifteen (15) calendar days prior to the  
9 Settlement Hearing, whichever is earlier, and provide copies of such request(s) for  
10 exclusion and any documentation accompanying them by email.

11 29. Co-Lead Counsel shall be responsible for supervising the  
12 administration of the Settlement and disbursement of the Net Settlement Fund by  
13 the Claims Administrator. Co-Lead Counsel shall have the right, but not the  
14 obligation, to advise the Claims Administrator to waive what Co-Lead Counsel  
15 deem to be *de minimis* or formal or technical defects in any Proofs of Claim  
16 submitted. Except for HP's obligations arising under ¶ 6 and ¶ 37, the Released  
17 Defendant Parties and Defendants' Counsel shall have no liability, obligation or  
18 responsibility for the administration of the Settlement, the allocation of the Net  
19 Settlement Fund or reviewing or challenging of claims of members of the  
20 Settlement Class.

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

24 (a) Each Settlement Class Member shall be required to submit a  
25 Claim Form, substantially in the form annexed hereto as Exhibit 2 to Exhibit A,  
26 supported by such documents as are designated therein, including proof of the  
27 claimant's loss, or such other documents or proof as the Claims Administrator or  
28 Co-Lead Counsel, in their discretion, may deem acceptable;

1           (b) All Claim Forms must be submitted by the date set forth in the  
2 Preliminary Approval Order and specified in the Notice, unless such deadline is  
3 extended by Co-Lead Counsel in their discretion, or Court Order. Any Settlement  
4 Class Member who fails to submit a Claim Form by such date shall be barred  
5 from receiving any distribution from the Net Settlement Fund or payment  
6 pursuant to this Settlement Agreement (unless, by Order of the Court or the  
7 discretion of Co-Lead Counsel, late-filed Claim Forms are accepted), but shall in  
8 all other respects be bound by all of the terms of this Settlement Agreement and  
9 the Settlement, including the terms of the Judgment or Alternative Judgment to be  
10 entered in the Action and the releases provided for herein, and will be  
11 permanently barred and enjoined from bringing any action, claim or other  
12 proceeding of any kind against any Released Party concerning any Released  
13 Claim or Released Defendants' Claims, whether or not such Settlement Class  
14 Member has filed an objection to the Settlement, the proposed Plan of Allocation,  
15 or any Fee and Expense Application by Plaintiffs' Counsel. Provided that it is  
16 received before the motion for the Distribution Order is filed, a Claim Form shall  
17 be deemed to be submitted when mailed, if received with a postmark on the  
18 envelope and if mailed by first-class or overnight U.S. Mail and addressed in  
19 accordance with the instructions thereon. In all other cases, the Claim Form shall  
20 be deemed to have been submitted when actually received by the Claims  
21 Administrator;

22           (c) Each Claim Form shall be submitted to and reviewed by the  
23 Claims Administrator, under the supervision of Co-Lead Counsel, who shall  
24 determine in accordance with this Settlement Agreement the extent, if any, to  
25 which each claim shall be allowed, subject to review by the Court pursuant to  
26 subparagraph (e) below; Claim Forms that do not meet the submission  
27 requirements may be rejected. Prior to rejecting a Claim in whole or in part, the  
28 Claims Administrator shall communicate with the claimant in writing to give the

1 claimant the chance to remedy any curable deficiencies in the Claim Form  
2 submitted. The Claims Administrator, under supervision of Co-Lead Counsel,  
3 shall notify, in a timely fashion and in writing, all timely claimants whose claims  
4 the Claims Administrator proposes to reject in whole or in part for curable  
5 deficiencies, setting forth the reasons therefor, and shall indicate in such notice  
6 that the claimant whose claim is to be rejected has the right to a review by the  
7 Court if the claimant so desires and complies with the requirements of  
8 subparagraph (e) below;

9 (d) If any timely claimant whose claim has been rejected in whole  
10 or in part desires to contest such rejection, the claimant must, within twenty (20)  
11 calendar days after the date of mailing of the notice required in subparagraph (c)  
12 above, serve upon the Claims Administrator a notice and statement of reasons  
13 indicating the claimant's grounds for contesting the rejection along with any  
14 supporting documentation, and requesting a review thereof by the Court. If a  
15 dispute concerning a claim cannot be otherwise resolved, Co-Lead Counsel shall  
16 thereafter present the request for review to the Court; and

17 (e) The administrative determinations of the Claims Administrator  
18 accepting and rejecting disputed claims shall be presented to the Court, on notice  
19 to Defendants' Counsel, for approval by the Court in the Distribution Order.

20 31. Each claimant who submits a Proof of Claim form shall be deemed to  
21 have submitted to the jurisdiction of the Court with respect to the claimant's  
22 claim, and the claim will be subject to investigation and discovery under the  
23 Federal Rules of Civil Procedure, provided that such investigation and discovery  
24 shall be limited to the claimant's status as a Settlement Class Member and the  
25 validity and amount of the claimant's claim. In connection with processing the  
26 Proofs of Claim, no discovery shall be allowed on the merits of the Action or the  
27 Settlement.  
28

1           32. Payment pursuant to the Distribution Order shall be final and  
2 conclusive against all Settlement Class Members. Any Settlement Class Member  
3 whose claim is not approved by the Court shall be barred from participating in  
4 distributions from the Net Settlement Fund, but otherwise shall be bound by all of  
5 the terms of this Settlement Agreement and the Settlement, including the terms of  
6 the Judgment or Alternative Judgment to be entered in the Action and the releases  
7 provided for herein, and will be permanently barred and enjoined from bringing  
8 any action against any Released Defendant Party concerning any Released Claim,  
9 whether or not such Settlement Class Member has filed an objection to the  
10 Settlement, the proposed Plan of Allocation, or any Fee and Expense Application  
11 by Plaintiffs' Counsel.

12           33. All proceedings with respect to the administration, processing and  
13 determination of claims described by ¶ 22 through ¶ 35 of this Settlement  
14 Agreement and the determination of all controversies relating thereto, including  
15 disputed questions of law and fact with respect to the validity of claims, shall be  
16 subject to the jurisdiction of the Court, but shall not in any event delay or affect  
17 the finality of the Judgment or Alternative Judgment.

18           34. No Person shall have any claim of any kind against the Released  
19 Defendant Parties or their counsel, including Defendants' Counsel, with respect to  
20 the matters set forth in this Section or any of its subsections.

21           35. No Person shall have any claim against the Lead Plaintiffs or their  
22 counsel (including Plaintiffs' Counsel), or the Claims Administrator, or other  
23 agent designated by Co-Lead Counsel, based on the distributions made  
24 substantially in accordance with this Settlement Agreement and the Settlement  
25 contained herein, the Plan of Allocation, or further order(s) of the Court.

26                   **TERMS OF THE PRELIMINARY APPROVAL ORDER**

27           36. Concurrently with their application for preliminary Court approval of  
28 the Settlement contemplated by this Settlement Agreement and promptly after

1 execution of this Settlement Agreement, Co-Lead Counsel shall apply to the Court  
2 for entry of the Preliminary Approval Order, which shall be substantially in the  
3 form annexed hereto as Exhibit A. The Preliminary Approval Order will, *inter*  
4 *alia*, set the date for the Settlement Hearing and prescribe the methods for giving  
5 notice of the Settlement to the Settlement Class.

6 37. For the purpose of identifying and providing notice to the Settlement  
7 Class, within five (5) business days after the date of entry of the Preliminary  
8 Approval Order, HP shall provide to Co-Lead Counsel, or the Claims  
9 Administrator, at no cost, a list in electronic searchable form of the names and  
10 addresses of the Persons who purchased HP common stock during the Class  
11 Period, as identified in the records maintained by HP's external benefit plans  
12 administrators and its transfer agent.

### 13 **TERMS OF THE JUDGMENT**

14 38. If the Settlement contemplated by this Settlement Agreement is  
15 approved by the Court, Co-Lead Counsel and Defendants' Counsel shall jointly  
16 request that the Court enter a Judgment substantially in the form annexed hereto  
17 as Exhibit B.

### 18 **EFFECTIVE DATE OF SETTLEMENT,**

### 19 **WAIVER OR TERMINATION**

20 39. The Effective Date of this Settlement shall be the date when all of the  
21 following shall have occurred:

- 22 (a) entry of the Preliminary Approval Order, which shall be in all  
23 material respects substantially in the form set forth in Exhibit A annexed hereto;
- 24 (b) payment of the Settlement Amount into the Escrow Account;
- 25 (c) Court approval of the Settlement, following notice to the  
26 Settlement Class and the Settlement Hearing, as prescribed by Rule 23 of the  
27 Federal Rules of Civil Procedure; and  
28

1 (d) a Judgment, which shall be in all material respects  
2 substantially in the form set forth in Exhibit B annexed hereto, has been entered  
3 by the Court and has become Final; or in the event that an Alternative Judgment  
4 has been entered and none of the Settling Parties elects to terminate the Settlement  
5 by reason of such variance, the Alternative Judgment has become Final.

6 40. Each Settling Party shall have the right to terminate the Settlement  
7 and this Settlement Agreement by providing written notice of its election to do so  
8 (“Termination Notice”), through counsel, to all other Settling Parties hereto within  
9 thirty (30) calendar days of: (a) the Court’s final refusal to enter the Preliminary  
10 Approval Order in any material respect; (b) the Court’s final refusal to approve  
11 this Settlement Agreement or any material part of it; (c) the Court’s final refusal to  
12 enter the Judgment in any material respect (with the understanding that those parts  
13 that pertain to the Plan of Allocation or the award of attorneys’ fees and expenses  
14 are not material for this purpose); or (d) the date upon which the Judgment or  
15 Alternative Judgment is modified or reversed in any material respect by the  
16 United States Court of Appeals or the Supreme Court of the United States (with  
17 the understanding that those parts that pertain to the Plan of Allocation or the  
18 award of attorneys’ fees and expenses are not material for this purpose).

19 41. Simultaneously herewith, Defendants’ Counsel and Co-Lead Counsel  
20 are executing a confidential Supplemental Agreement Regarding Requests for  
21 Exclusion (“Supplemental Agreement”). The Supplemental Agreement sets forth  
22 certain conditions under which HP shall have the option to terminate the  
23 Settlement and render this Settlement Agreement null and void in the event that  
24 requests for exclusion from the Settlement Class exceed certain agreed-upon  
25 criteria (the “Opt-Out Threshold”). The Settling Parties agree to maintain the  
26 confidentiality of the Opt-Out Threshold in the Supplemental Agreement, which  
27 shall not be filed with the Court unless a dispute arises as to its terms, or as  
28 otherwise ordered by the Court, nor shall the Supplemental Agreement otherwise

1 be disclosed unless required by the Court. If submission of the Supplemental  
2 Agreement is required for resolution of a dispute or is otherwise ordered by the  
3 Court, the Settling Parties will undertake to have the Opt-Out Threshold submitted  
4 to the Court *in camera*.

5 (a) In the event of a termination of this Settlement pursuant to the  
6 Supplemental Agreement, this Settlement Agreement shall become null and void  
7 and of no further force and effect, with the exception of the provisions of ¶ 45 and  
8 ¶ 48 which shall continue to apply.

9 42. Lead Plaintiffs shall have the option and right, which must be  
10 exercised unanimously, to terminate the Settlement in the event that the entire  
11 Settlement Amount is not paid into the Escrow Account by the deadline provided  
12 for in ¶ 6 above. In such event, to terminate the Settlement pursuant to this  
13 paragraph, Lead Plaintiffs must provide written notice, through counsel, of their  
14 intent to terminate to all other Settling Parties to this Settlement Agreement within  
15 ten (10) calendar days after the expiration of this deadline. If, thereafter, the  
16 Defendants fail to pay or cause to be paid any unpaid portion of the Settlement  
17 Amount (along with interest at the California statutory rate for the time passed  
18 after the expiration of the deadline), within fourteen (14) calendar days of the  
19 Defendants' receipt of such written notice, the Settlement shall be deemed  
20 terminated and null and void.

21 43. If any portion of the Settlement Amount is required, by judicial  
22 order, government directive or otherwise by operation of law, to be to be returned  
23 or refunded to HP from the Escrow Account, and is in fact returned or refunded  
24 from the Escrow Account before the Distribution Order is entered and before any  
25 funds from the Net Settlement Fund are distributed to the Settlement Class, Lead  
26 Plaintiffs shall have the option and right, which must be exercised unanimously, to  
27 terminate the Settlement. To do so, Lead Plaintiffs must provide written notice of  
28 their intent to terminate to all other Settling Parties to this Settlement Agreement



1 within ten (10) calendar days after such portion of the Settlement Amount is  
2 returned or refunded from the Escrow Account. If, thereafter, the Defendants fail  
3 to pay or cause to be paid any returned or refunded portion of the Settlement  
4 Amount, with statutory interest, within fourteen (14) calendar days of the  
5 Defendants' receipt of such written notice, the Settlement shall be deemed  
6 terminated and null and void.

7 44. If an option to withdraw from and terminate this Settlement  
8 Agreement and Settlement arises under any of ¶ 40 through ¶ 43 above: (i)  
9 neither the Defendants nor Lead Plaintiffs will be required for any reason or under  
10 any circumstance to exercise that option; and (ii) any exercise of that option shall  
11 be in the sole and unfettered discretion of each of the Defendants or Lead  
12 Plaintiffs, as applicable.

13 45. Except as otherwise provided herein, in the event the Settlement is  
14 terminated or fails to become effective for any reason, then: (i) the Settlement  
15 shall be without prejudice, and none of its terms, including, but not limited to, the  
16 certification of the Settlement Class, shall be effective or enforceable except as  
17 specifically provided herein; (ii) the Settling Parties to this Settlement Agreement  
18 shall be deemed to have reverted to their respective litigation positions in the  
19 Action immediately prior to their acceptance of the mediator's final settlement  
20 recommendation; (iii) any portion of the Settlement Amount previously paid shall  
21 be returned pursuant to ¶ 46 and ¶ 47; and (iv) except as otherwise expressly  
22 provided, the Settling Parties in the Action shall proceed in all respects as if this  
23 Settlement Agreement and any related orders had not been entered. In such event,  
24 the fact and terms of the mediator's final settlement recommendation, this  
25 Settlement Agreement or any aspect of the negotiations leading to this Settlement  
26 Agreement, shall not be admissible in this Action and shall not be used by any  
27 Lead Plaintiff against any Defendant or by any Defendant against any Lead  
28 Plaintiff in any court filings, depositions, at trial or otherwise.

1           46.    Within ten (10) business days after the Escrow Agent is sent written  
2 notification that the Settlement failed to become effective as defined herein or was  
3 terminated pursuant to the provisions of ¶ 40 through ¶ 43 above, any portion of  
4 the Settlement Amount previously paid by or on behalf of the Defendants,  
5 together with any interest earned thereon, less any Taxes paid or due, less Notice  
6 and Administration Expenses actually incurred and paid or payable from the  
7 Settlement Amount shall be returned by the Escrow Agent to the Defendant that  
8 provided the funding, or the Persons who contributed the funds on their behalf, on  
9 a *pro rata* basis based on each Person's contribution actually paid into the Escrow  
10 Account. For purposes of the Escrow Agent calculating the amounts to be  
11 refunded under the circumstances addressed in this paragraph, Taxes and Notice  
12 and Administration Expenses shall be attributed to the portion of the Settlement  
13 Amount contributed by HP into the Settlement Fund. At the request of counsel to  
14 any Person who contributed funds to the Escrow Account, the Escrow Agent or its  
15 designee shall apply for any tax refund owed on the amounts in the Escrow  
16 Account and pay the proceeds, after any deduction of any fees or expenses  
17 incurred in connection with such application(s), for refund to the Persons who  
18 contributed funds to the Escrow Account on a *pro rata* basis based on their  
19 contributions actually paid into the Escrow Account.

20           47.    Instructions as to the proper allocation of any interest, Taxes and  
21 Notice and Administration Expenses, as well as any tax refund proceeds, amongst  
22 HP and its insurers shall be communicated to Co-Lead Counsel in a writing signed  
23 by counsel for HP, and Co-Lead Counsel, the Escrow Agent and its designees  
24 may rely upon the instructions provided.

25                                   **NO ADMISSION OF WRONGDOING**

26           48.    Except as set forth in ¶ 49 below, this Settlement Agreement,  
27 whether or not consummated, and any negotiations, proceedings or agreements  
28 relating to the Settlement Agreement, the Settlement, and any matters arising in

1 connection with settlement negotiations, proceedings, or agreements, shall not be  
2 offered or received against the Released Parties for any purpose, and in particular,  
3 do not:

4 (a) constitute, and shall not be offered or received against the  
5 Released Defendant Parties as evidence of, or construed as, or deemed to be  
6 evidence of any presumption, concession or admission by the Released Defendant  
7 Parties with respect to the truth of any fact alleged by Lead Plaintiffs and the  
8 Settlement Class or the validity of any claim that has been or could have been  
9 asserted in the Action or in any action or other proceeding, including but not  
10 limited to the Released Claims, or of any liability, damages, negligence, fault or  
11 wrongdoing of the Released Defendant Parties;

12 (b) constitute, and shall not be offered or received against the  
13 Released Defendant Parties as evidence of a presumption, concession or  
14 admission of any fault, misrepresentation or omission with respect to any  
15 statement or written document approved or made by the Released Defendant  
16 Parties, or against the Released Defendant Parties, Lead Plaintiffs or any other  
17 members of the Settlement Class as evidence of any infirmity in the claims or  
18 defenses that have been or could have been asserted in the Action;

19 (c) constitute, and shall not be offered or received against the  
20 Released Parties, as evidence of a presumption, concession or admission with  
21 respect to any liability, damages, negligence, fault, infirmity or wrongdoing, or in  
22 any way referred to for any other reason against any of the Released Parties, in  
23 any other civil, criminal or administrative action or proceeding, other than such  
24 proceedings as may be necessary to effectuate the provisions of this Settlement  
25 Agreement;

26 (d) constitute, and shall not be construed against the Released  
27 Parties, as an admission or concession that the consideration to be given hereunder  
28 represents the amount which could be or would have been recovered after trial;

1           (e) constitute, and shall not be construed as or received in  
2 evidence as, an admission, concession or presumption against Lead Plaintiffs or  
3 any other members of the Settlement Class or any of them that any of their claims  
4 are without merit or infirm, that a Settlement Class should not be certified, or that  
5 damages recoverable under the Complaint would not have exceeded the  
6 Settlement Amount.

7           49. Notwithstanding ¶ 48 above, the Released Parties may file or refer to  
8 this Settlement Agreement, the Judgment, the Alternative Judgment, and/or any  
9 Claim Form submitted by a Settlement Class Member: (i) to effectuate the liability  
10 protection granted hereunder, including, without limitation, to support a defense  
11 or counterclaim based on principles of *res judicata*, collateral estoppel, release,  
12 good-faith settlement, judgment bar or reduction, or any theory of claim  
13 preclusion or issue preclusion or similar defense or counterclaim; or (ii) to  
14 effectuate the liability protection granted them under any applicable insurance  
15 policies. The Released Parties may file or refer to this Settlement Agreement  
16 and/or the Judgment or the Alternative Judgment in any action that may be  
17 brought to enforce the terms of this Settlement Agreement and/or the Judgment or  
18 the Alternative Judgment. All Released Parties submit to the jurisdiction of the  
19 Court for purposes of implementing and enforcing the Settlement.

#### 20                                   **MISCELLANEOUS PROVISIONS**

21           50. All of the exhibits to the Settlement Agreement, except any Plan of  
22 Allocation, to the extent incorporated in those exhibits, are material and integral  
23 parts hereof and are fully incorporated herein by this reference.

24           51. HP warrants on behalf of itself that, to its knowledge, at the time that  
25 HP will make or cause to be made payment pursuant to ¶ 6 above, HP will not be  
26 insolvent, nor will the payment required to be made by or on behalf of HP render  
27 HP insolvent, within the meaning of and/or for the purposes of the United States  
28

1 Bankruptcy Code, including §§ 101 and 547 thereof, or any applicable fraudulent  
2 transfer or conveyance law.

3       52. The Settling Parties to this Settlement Agreement intend the  
4 Settlement of the Action to be the full, final and complete resolution of all claims  
5 asserted or which could have been asserted by the Settling Parties and other  
6 Released Parties with respect to the Released Claims and Released Defendants'  
7 Claims. Accordingly, Lead Plaintiffs and the Defendants agree not to assert in  
8 any forum or tribunal that the Action was brought, prosecuted or defended in bad  
9 faith or without a reasonable basis. The Settling Parties agree that at all times  
10 each has complied fully with Rule 11 of the Federal Rules of Civil Procedure in  
11 connection with the maintenance, prosecution, defense and settlement of the  
12 Action. The Defendants and Lead Plaintiffs agree that the amount paid and the  
13 other terms of the Settlement were negotiated at arm's-length in good faith by the  
14 Defendants and Lead Plaintiffs, and their respective counsel, and reflect a  
15 settlement that was reached voluntarily based upon adequate information and after  
16 consultation with experienced legal counsel.

17       53. The terms and provisions of this Settlement Agreement and  
18 Settlement may be amended, modified, or expanded only by written agreement of  
19 the Settling Parties and approval of the Court; *provided, however*, that after entry  
20 of the Judgment (or any applicable Alternative Judgment), the parties hereto may  
21 by unanimous written agreement effect such amendments, modifications or  
22 expansions of this Settlement Agreement and its implementing documents  
23 (including all exhibits to the Settlement Agreement) without notice to or approval  
24 by the Court if such changes are not materially inconsistent with the Court's  
25 Judgment or Alternative Judgment and do not: (a) materially limit the rights of  
26 Settlement Class Members under the Settlement Agreement; or (b) materially  
27 limit the rights of the Released Parties under the Settlement Agreement.

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1           54. The headings herein are used for the purpose of convenience only  
2 and are not meant to have legal effect. The administration and consummation of  
3 the Settlement as embodied in this Settlement Agreement shall be under the  
4 authority of the Court, and the Court shall retain jurisdiction for the purpose of,  
5 *inter alia*, entering orders providing for awards of attorneys' fees and any  
6 expenses, awarding reimbursement to the Lead Plaintiffs for their reasonable costs  
7 and expenses (including lost wages), and implementing and enforcing the terms of  
8 this Settlement Agreement, including, but not limited to, administration of the  
9 Settlement, distribution of the Settlement Fund, and enforcement of the releases  
10 provided for herein.

11           55. Unless ordered by a Court or other tribunal, no Settling Party, its  
12 insurers or reinsurers, or any of their respective counsel shall disseminate, refer to,  
13 or otherwise distribute to any third party any information or documents they  
14 obtained from another Settling Party in connection with the Settlement, including  
15 the mediation and negotiations resulting in this Settlement Agreement, except as  
16 necessary in connection with this Settlement Agreement or Court approval of the  
17 Settlement, or as the Settling Parties may otherwise agree, or as may be required  
18 by applicable securities or other law, including, without limitation, any freedom of  
19 information, open records or "sunshine" statute or similar regulation or common  
20 law. All agreements made and orders entered during the course of the Action  
21 relating to the confidentiality of information shall survive this Settlement  
22 Agreement.

23           56. The waiver by one Settling Party of any breach of this Settlement  
24 Agreement by any other Settling Party shall not be deemed a waiver of any other  
25 prior or subsequent breach of this Settlement Agreement.

26           57. This Settlement Agreement, its exhibits and the Supplemental  
27 Agreement constitute the entire agreement among the Settling Parties hereto  
28 concerning the Settlement of the Action, and no representations, warranties, or

1 inducements have been made by any party hereto concerning this Settlement  
2 Agreement and its exhibits other than those contained and memorialized in such  
3 documents.

4 58. Nothing in the Settlement Agreement, or the negotiations relating  
5 thereto, is intended to or shall be deemed to constitute a waiver of any applicable  
6 privilege or immunity, including, without limitation, attorney-client privilege,  
7 joint defense privilege, or work product protection, nor shall it constitute an  
8 agreement that such privilege or immunity exists or is applicable here.

9 59. This Settlement Agreement may be executed in one or more  
10 counterparts. All executed counterparts and each of them shall be deemed to be  
11 one and the same instrument provided that counsel for the Settling Parties to this  
12 Settlement Agreement shall exchange among themselves original signed  
13 counterparts. Signatures sent by facsimile or in PDF format sent by e-mail shall  
14 be deemed originals.

15 60. This Settlement Agreement shall be binding when signed, but the  
16 Settlement shall be effective only on the condition that the Effective Date occurs.

17 61. This Settlement Agreement shall be binding upon, and inure to the  
18 benefit of, the successors and assigns of the Settling Parties hereto.

19 62. The construction, interpretation, operation, effect and validity of this  
20 Settlement Agreement, and any documents necessary to effectuate it, shall be  
21 governed by the internal laws of the State of California without regard to conflicts  
22 of laws, except to the extent that federal law requires that federal law govern.

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

1           64. Co-Lead Counsel, on behalf of the Settlement Class Members,  
2 warrants and represents that they are expressly authorized by Lead Plaintiffs to  
3 take all appropriate action required or permitted to be taken by the Settlement  
4 Class Members pursuant to the Settlement Agreement to effectuate its terms and  
5 are also expressly authorized by Lead Plaintiffs to enter into any modifications or  
6 amendments to the Settlement Agreement on behalf of the Settlement Class  
7 Members that it deems appropriate.

8           65. All counsel and any other person executing this Settlement  
9 Agreement and any of the exhibits hereto, or any related settlement documents,  
10 warrant and represent that they have the full authority to do so, and that they have  
11 the authority to take appropriate action required or permitted to be taken pursuant  
12 to the Settlement Agreement to effectuate its terms.

13           66. The Settling Parties agree that, other than disclosures required by  
14 law, any public comments from the Settling Parties regarding the Settlement will  
15 not substantially deviate from the words to the effect that the Settling Parties have  
16 reached a mutually acceptable resolution by way of a mediated settlement, and  
17 that both sides are satisfied with the Settlement.

18           67. Co-Lead Counsel and Defendants' Counsel agree to cooperate fully  
19 with one another in seeking Court approval of the Preliminary Approval Order,  
20 the Settlement Agreement and the Settlement and in consummating the Settlement  
21 in accordance with its terms, and to promptly agree upon and execute all such  
22 other documentation as may be required by the Court to obtain final approval of  
23 the Settlement.

24           Except as otherwise provided herein, each party shall bear his, her, or its  
25 own costs.

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*Attorneys for Lead Plaintiffs  
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Union Asset Management Holding AG,  
Labourers' Pension Fund of Central  
and Eastern Canada, LIUNA National  
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*Attorneys for Defendant*  
*R. TODD BRADLEY*

# **Exhibit A**

1 MOTLEY RICE LLP  
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2 mlabaton@motleyrice.com  
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3 Los Angeles, California 90067  
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4 Facsimile: (310) 552-8054

5 LABATON SUCHAROW LLP  
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6 140 Broadway  
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7 Telephone: (212) 907-0700  
Facsimile: (212) 818-0477

8 *Attorneys for Lead Plaintiff*  
9 *Institutional Investor Group and*  
10 *Co-Lead Counsel for the Class*

11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

13 IN RE HEWLETT-PACKARD  
14 COMPANY SECURITIES  
15 LITIGATION

Case No. SACV 11-1404 AG (RNBx)

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT  
AND DIRECTING NOTICE TO THE  
SETTLEMENT CLASS**

17 Judge: Hon. Andrew J. Guilford  
18 Dept.: Courtroom 10D  
Complaint Filed: October 19, 2012  
19 Trial Date: October 7, 2014

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1           WHEREAS, as of March 31, 2014, (a) Arkansas Teacher Retirement  
2 System, Union Asset Management Holding AG, Labourers’ Pension Fund of  
3 Central and Eastern Canada, LIUNA National (Industrial) Pension Fund and  
4 LIUNA Staff & Affiliates Pension Fund (collectively the “Institutional Investor  
5 Group” or “Lead Plaintiffs”), on behalf of themselves and the proposed Settlement  
6 Class; (b) Hewlett-Packard Company (“HP” or the “Company”); and (c) Léo  
7 Apotheker, and R. Todd Bradley (the “Individual Defendants” and, collectively  
8 with the Company, the “Defendants”), by and through their respective duly  
9 authorized counsel, entered into a Stipulation and Agreement of Settlement (the  
10 “Settlement Agreement”) in the above-captioned litigation (the “Action”), which is  
11 subject to review under Rule 23 of the Federal Rules of Civil Procedure and which,  
12 together with the exhibits thereto, sets forth the terms and conditions of the  
13 proposed settlement of the claims alleged in the Second Amended Class Action  
14 Complaint for Violations of the Federal Securities Laws, filed in this Action on  
15 October 19, 2012 (“Complaint”) against the Defendants on the merits and with  
16 prejudice (the “Settlement”);

17           WHEREAS, all capitalized terms used in this Order that are not otherwise  
18 defined herein have the meanings defined in the Settlement Agreement;

19           WHEREAS, the Court has read and considered the Settlement Agreement to  
20 determine, among other things, whether the Settlement is sufficiently fair,  
21 reasonable, and adequate to warrant the issuance of notice of the proposed  
22 Settlement to the members of the Settlement Class; and

23           WHEREAS, the Settling Parties to the Settlement Agreement have consented  
24 to the entry of this Order;

25           NOW, THEREFORE, the Court, declares that it is hereby ORDERED,  
26 ADJUDGED AND DECREED as follows:

27           1.     Jurisdiction. The Court has jurisdiction over the subject matter of this  
28 Action and over the Settling Parties.



1           2.     Settlement Class. The Court hereby certifies the following class for  
2 the purposes of settlement only (the “Settlement Class”), pursuant to Rule 23(a)  
3 and Rule 23(b)(3) of the Federal Rules of Civil Procedure: all persons and entities  
4 that, during the period from November 22, 2010 to and through August 18, 2011  
5 (the “Class Period”), purchased or otherwise acquired shares of Hewlett-Packard  
6 Company’s publicly traded common stock in the open market, and were damaged  
7 thereby. Excluded from the Settlement Class are: the Defendants; members of the  
8 Immediate Families of the Individual Defendants; all of HP’s subsidiaries and  
9 affiliates; any person who is or was an officer or director of HP or any of HP’s  
10 subsidiaries or affiliates during the Class Period; any entity in which any  
11 Defendant has a controlling interest; and the legal representatives, heirs,  
12 successors, and assigns of any such excluded person or entity. Also excluded from  
13 the Settlement Class are those persons and entities who submit valid and timely  
14 requests for exclusion from the Settlement Class in accordance with the  
15 requirements set forth in the Notice.

16           3.     The Court finds and concludes that the prerequisites of class action  
17 certification under Rules 23(a) and 23(b)(3) of the Federal Rules of Civil  
18 Procedure have been satisfied for the Settlement Class defined herein, in that:

- 19           (a)     the members of the Settlement Class are so numerous that  
20 joinder of all Settlement Class Members is impracticable;
- 21           (b)     there are questions of law and fact common to Settlement Class  
22 Members;
- 23           (c)     Lead Plaintiffs’ claims are typical of the Settlement Class’s  
24 claims;
- 25           (d)     Lead Plaintiffs and their counsel have fairly and adequately  
26 represented and protected the interests of the Settlement Class;
- 27           (e)     the questions of law and fact common to the Settlement Class  
28 Members predominate over any individual questions; and

1 (f) a class action is superior to other available methods for the fair  
2 and efficient adjudication of the controversy, considering that the claims of  
3 Settlement Class Members in the Action are substantially similar and would, if  
4 tried, involve substantially identical proofs and may therefore be efficiently  
5 litigated and resolved on an aggregate basis as a class action; the amounts of the  
6 claims of many of the Settlement Class Members are too small to justify the  
7 expense of individual actions; and it does not appear that there is any intent among  
8 Settlement Class Members in individually controlling the litigation of their claims.

9 4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for  
10 the purposes of the Settlement only, Lead Plaintiffs, the Institutional Investor  
11 Group composed of Arkansas Teacher Retirement System, Union Asset  
12 Management Holding AG, Labourers' Pension Fund of Central and Eastern  
13 Canada, LIUNA National (Industrial) Pension Fund and LIUNA Staff & Affiliates  
14 Pension Fund are certified as Class Representatives for the Settlement Class.

15 5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for  
16 the purposes of the Settlement only, the law firms of Labaton Sucharow LLP and  
17 Motley Rice LLC are appointed Class Counsel for the Settlement Class.

18 6. Any Settlement Class Member may enter an appearance in this  
19 Action, at his, her, or its own expense, individually or through counsel of his, her,  
20 or its own choice. If any Settlement Class Member does not enter an appearance,  
21 he, she or it will be represented by Co-Lead Counsel.

22 7. Preliminary Findings Concerning Proposed Settlement. The Court  
23 preliminarily finds that the proposed Settlement should be approved as: (i) the  
24 result of serious, extensive arm's-length and non-collusive negotiations; (ii) falling  
25 within a range of reasonableness warranting final approval; (iii) having no obvious  
26 deficiencies; (iv) not improperly granting preferential treatment to the Lead  
27 Plaintiffs or segments of the Settlement Class; and (v) warranting notice of the  
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1 proposed Settlement to Settlement Class Members and further consideration of the  
2 Settlement at the fairness hearing described below.

3 8. Settlement Hearing. A hearing (the “Settlement Hearing”) will be  
4 held on \_\_\_\_\_, 2014 at \_\_:\_\_\_ \_\_ .m. before the Honorable Andrew J.  
5 Guilford in Courtroom 10D of the United States District Court for the Central  
6 District of California, 411 W. Fourth Street, Santa Ana, California, 92701, to  
7 determine, among other things:

8 (a) whether the proposed Settlement of the Action on the terms and  
9 conditions provided in the Settlement Agreement is fair, reasonable, and adequate  
10 and should be approved by the Court;

11 (b) whether a Final Judgment and Order of Dismissal with  
12 Prejudice substantially in the form of Exhibit B to the Settlement Agreement should  
13 be entered, dismissing the Action in its entirety and with prejudice; whether the  
14 covenants by the Settlement Class and the release by the Settlement Class of the  
15 Released Claims, as set forth in the Settlement Agreement, should be provided to  
16 the Released Defendant Parties; and whether the Settlement Class should be  
17 forever barred and enjoined from commencing, instituting, prosecuting or  
18 maintaining any of the Released Claims against the Released Defendant Parties;

19 (c) whether the proposed Plan of Allocation of the Net Settlement  
20 Fund is fair and reasonable and should be approved by the Court;

21 (d) whether the Settlement Class should be finally certified for the  
22 purposes of the Settlement only; whether Lead Plaintiffs should be finally certified  
23 as Class Representatives for the Settlement Class; and whether the law firms of  
24 Labaton Sucharow LLP and Motley Rice LLC should be finally appointed Class  
25 Counsel for the Settlement Class;

26 (e) whether Plaintiffs’ Counsel’s application for a Fee and Expense  
27 Award should be granted; and  
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1 (f) such other matters as may properly be before the Court in  
2 connection with the Settlement.

3 9. The Court reserves the right to approve the Settlement with or without  
4 modification and with or without further notice to the Settlement Class of any kind.  
5 The Court further reserves the right to enter the Judgment approving the Settlement  
6 regardless of whether it has approved the Plan of Allocation or awarded attorneys'  
7 fees and/or expenses. The Court may also adjourn the Settlement Hearing or  
8 modify any of the dates herein without further notice to members of the Settlement  
9 Class.

10 10. Notice. The Court approves the form, substance, and requirements of  
11 the Notice and Summary Notice (together, the "Notices") and the Proof of Claim  
12 form annexed hereto as Exhibits 1-3 and finds that the procedures established for  
13 publication, mailing, and distribution of the Notices and Proof of Claim form  
14 substantially in the manner and form set forth in paragraphs 10-12 of this Order: (a)  
15 constitute the best notice to Settlement Class Members practicable under the  
16 circumstances; (b) are reasonably calculated, under the circumstances, to describe  
17 the terms and effect of the Settlement Agreement and of the Settlement and to  
18 apprise Settlement Class Members of their right to object to the proposed  
19 Settlement or to exclude themselves from the Settlement Class; (c) are reasonable  
20 and constitute due, adequate, and sufficient notice to all persons entitled to receive  
21 such notice; and (d) satisfy all applicable requirements of the Federal Rules of Civil  
22 Procedure (including Rules 23(c) and (d)), the United States Constitution  
23 (including the Due Process Clause), Section 21D(a)(7) of the Securities Exchange  
24 Act of 1934, 15 U.S.C. § 78u-4(a)(7), as amended by the Private Securities  
25 Litigation Reform Act of 1995 ("PSLRA"), the Rules of this Court, and any other  
26 applicable law.

27 11. Retention of Claims Administrator and Manner of Notice. The Court  
28 approves the retention of GCG, Inc. as the Claims Administrator to supervise and

1 administer the notice procedure and the processing of claims under the supervision  
2 of Co-Lead Counsel as more fully set forth below:

3 (a) Not later than ten (10) business days after entry of this Order by  
4 this Court (the “Notice Date”), the Claims Administrator shall cause the Notice,  
5 substantially in the form attached hereto as Exhibit 1, along with a Proof of Claim  
6 form, substantially in the form attached hereto as Exhibit 2, to be sent to each  
7 Settlement Class Member who can be identified by reasonable effort. Such notice  
8 shall be sent by first-class mail, postage prepaid, to the Settlement Class Members’  
9 last known address. Not later than five (5) business days after entry of this Order,  
10 HP shall provide to Co-Lead Counsel, or the Claims Administrator, at no cost, a  
11 list in electronic searchable form of the names and addresses of the Persons who  
12 purchased HP common stock during the Class Period, as identified in the records  
13 maintained by HP’s external benefit plans administrators and its transfer agent.

14 (b) Not later than fourteen (14) calendar days after the Notice Date,  
15 the Claims Administrator shall cause the Summary Notice, substantially in the  
16 form attached hereto as Exhibit 3, to be published in the *Wall Street Journal* and  
17 disseminated over *PR Newswire*, a national business-oriented wire service. The  
18 Summary Notice need not be published in each of these media on the same day.

19 (c) Not later than thirty-five (35) calendar days before the  
20 Settlement Hearing, Co-Lead Counsel shall file with the Court one or more  
21 affidavits or declarations showing timely compliance with the foregoing mailing  
22 and publication requirements.

23 12. Nominee Purchasers. Banks, brokerage firms, institutions, and other  
24 Persons who are nominees that purchased HP common stock for the beneficial  
25 interest of other Persons during the Class Period (“Nominee Purchasers”) shall,  
26 within seven (7) calendar days of receiving the Notice: (a) provide to the Claims  
27 Administrator the name and last-known address of each such beneficial owner; or  
28 (b) request additional copies of the Notice and Proof of Claim form and, within

1 seven (7) calendar days of receipt, mail the Notice and Proof of Claim form directly  
2 to such beneficial owners. Nominee Purchasers following procedure (b) shall  
3 promptly send a statement to the Claims Administrator confirming that the mailing  
4 was made as directed. The Claims Administrator shall, if requested, and upon  
5 receipt of appropriate supporting documentation, reimburse Nominee Purchasers  
6 out of the Settlement Fund solely for Nominee Purchasers' reasonable out-of-  
7 pocket expenses incurred in sending the Notice and Proof of Claim form to the  
8 beneficial owners who are potential Settlement Class Members, which expenses  
9 would not have been incurred except for the sending of such notice, subject to  
10 further Order of this Court with respect to any dispute concerning such  
11 reimbursement.

12       13.   Submission of Proof of Claim Forms. In order to be eligible to receive  
13 a distribution from the Net Settlement Fund, in the event the Settlement is effected  
14 in accordance with the terms and conditions set forth in the Settlement Agreement,  
15 each Settlement Class Member shall take the following actions and be subject to the  
16 following conditions:

17           (a)   Any Settlement Class Member who wishes to participate in the  
18 distributions of the Net Settlement Fund must sign and return a completed Proof of  
19 Claim form in accordance with the instructions contained therein and in the Notice.  
20 All Proofs of Claim must be submitted by first-class mail, postmarked no later than  
21 120 calendar days after the Notice Date. Such deadline may be further extended  
22 by Court Order or by Co-Lead Counsel in their discretion. If a Settlement Class  
23 Member chooses to return his, her, or its Proof of Claim in a manner other than by  
24 first-class mail (including electronic submission), then the Proof of Claim must be  
25 actually received by the Claims Administrator no later than 120 calendar days after  
26 the Notice Date, or such other date as may be set by the Court or allowed by Co-  
27 Lead Counsel. Unless otherwise ordered by the Court, any Settlement Class  
28 Member who does not sign and return a valid Proof of Claim within the time

1 provided shall be barred from sharing in the distribution of the Net Settlement  
2 Fund, but shall nonetheless be bound by the Settlement Agreement, the Judgment  
3 and the releases therein.

4 (b) The Proof of Claim submitted by each Settlement Class  
5 Member must satisfy the following conditions, unless otherwise ordered by the  
6 Court: (i) it must be properly completed, signed and submitted in a timely manner  
7 in accordance with the provisions of the preceding subparagraph; (ii) it must be  
8 accompanied by adequate supporting documentation for the transactions reported  
9 therein, in the form of broker-confirmation slips, broker-account statements, an  
10 authorized statement from the broker containing the transactional information  
11 found in a broker confirmation slip, or such other documentation as is deemed  
12 adequate by Co-Lead Counsel; (iii) if the person executing the Proof of Claim is  
13 acting in a representative capacity, a certification of her current authority to act on  
14 behalf of the Settlement Class Member must be included in the Proof of Claim;  
15 and (iv) the Proof of Claim must be complete and contain no material deletions or  
16 modifications of any of the printed matter contained therein and must be signed  
17 under penalty of perjury.

18 (c) As part of the Proof of Claim, each Settlement Class Member  
19 shall submit to the jurisdiction of the Court with respect to the claim submitted.

20 14. Exclusions from the Settlement Class. Any Settlement Class Member  
21 who does not timely submit a valid written request for exclusion from the  
22 Settlement Class in accordance with the instructions in the Notice and herein is a  
23 Settlement Class Member and shall be bound by all of the terms and conditions of  
24 the Settlement Agreement, and by all proceedings, rulings, orders, and judgments in  
25 this Action regardless of whether such Settlement Class Member submits a Proof of  
26 Claim form. Requests for exclusion shall be made in writing and shall clearly state  
27 the name, mailing address, daytime telephone number, and e-mail address of the  
28 Person seeking exclusion; shall state the number of shares of HP publicly traded

1 common stock owned as of the beginning of trading on November 22, 2010 (the  
2 first day of the Class Period); shall list the date(s), price(s), and number(s) of shares  
3 of all purchases, acquisitions and sales of HP publicly traded common stock during  
4 the Class Period; provide documentation of such trading; and state clearly that the  
5 Person “wishes to be excluded from the Settlement Class in *In re Hewlett-Packard*  
6 *Company Securities Litigation*, No. SACV 11-1404 AG (RNBx) (C.D. Cal.)”  
7 Requests for exclusion must be submitted by first-class mail or delivered so that  
8 they are received no later than twenty-one (21) days before the Settlement Hearing.  
9 A request for exclusion shall not be effective unless it provides the required  
10 information set forth herein and in the Notice and is made within the time stated  
11 herein, or the request for exclusion is otherwise accepted by the Court. Any  
12 Settlement Class Member who is excluded from the Settlement Class shall not be  
13 entitled to participate in any distributions from the Net Settlement Fund.

14       15.   Objections to Settlement. Any member of the Settlement Class who  
15 wishes to object to the fairness, reasonableness, or adequacy of the Settlement, to  
16 the Plan of Allocation, to any term of the Settlement Agreement, or to the proposed  
17 Fee and Expense Application, may file an objection. An objector must file with  
18 the Court a written statement of his, her, or its objection(s): (a) clearly indicating  
19 the objector’s name, mailing address, daytime telephone number, and e-mail  
20 address; (b) stating that the objector is objecting to the proposed Settlement, Plan  
21 of Allocation, or Fee and Expense Application in *In re Hewlett-Packard Company*  
22 *Securities Litigation*, No. SACV 11-1404 AG (C.D. Cal.); (c) specifying the  
23 reason(s), if any, for the objection, including any legal support and/or evidence,  
24 including witnesses, that such objector wishes to bring to the Court’s attention or  
25 introduce in support of such objection; (d) stating the number of shares of HP  
26 publicly traded common stock owned as of the beginning of trading on November  
27 22, 2010 (the first day of the Class Period); (e) listing the date(s), price(s), and  
28 number(s) of shares of all purchases, acquisitions and sales of HP publicly traded



1 common stock during the Class Period; and (f) providing documentation of such  
2 trading. The objector must mail or deliver the objection and all supporting  
3 documentation to Co-Lead Counsel and Defendants' Counsel's representative.  
4 The addresses for filing objections with the Court and service on counsel are as  
5 follows:

6 ***To the Court:***

7 Clerk of the Court  
8 United States District Court  
9 for the Central District of California  
10 United States Courthouse  
11 411 W. Fourth Street  
12 Santa Ana, California 92701

13 ***To Co-Lead Counsel:***

14 Gregg S. Levin, Esq.  
15 MOTLEY RICE LLC  
16 28 Bridgeside Blvd.  
17 Mt. Pleasant, SC 29464

18 Jonathan Gardner, Esq.  
19 LABATON SUCHAROW LLP  
20 140 Broadway  
21 New York, NY 10005

22 ***To Defendants' Counsel's Representative:***

23 Marc J. Sonnenfeld, Esq.  
24 MORGAN, LEWIS & BOCKIUS LLP  
25 1701 Market Street  
26 Philadelphia, PA 19103

27 Robert E. Gooding, Jr., Esq.  
28 MORGAN, LEWIS & BOCKIUS LLP  
5 Park Plaza, Suite 1750  
Irvine, CA 92614

1 The objector, or his, her, or its counsel (if any), must serve the objection upon the  
2 counsel listed above and file it with the Court so that it is received no later than  
3 twenty-one (21) days before the Settlement Hearing. Any member of the  
4 Settlement Class who does not timely file and serve a written objection complying  
5 with the terms of this paragraph and the Notice shall be deemed to have waived,  
6 and shall be foreclosed from raising, any objection to the Settlement, the Plan of  
7 Allocation, and the Fee and Expense Application. Any untimely objection shall be  
8 barred. Any submissions by the Settling Parties in opposition or response to  
9 objections shall be filed with the Court no later than seven (7) days before the  
10 Settlement Hearing.

11 16. Appearance at Settlement Hearing. Any objector who files and serves  
12 a timely, written objection in accordance with the instructions above and in the  
13 Notice, may also appear at the Settlement Hearing either in person or through  
14 counsel retained at the objector's expense. Objectors or their attorneys intending to  
15 appear at the Settlement Hearing must effect service of a notice of intention to  
16 appear on Co-Lead Counsel and on Defendants' Counsel's representative at the  
17 addresses set out above. The objector must also file the notice of intention to  
18 appear with the Court no later than twenty-one (21) days before the Settlement  
19 Hearing. Any objector who does not timely file and serve a notice of intention to  
20 appear in accordance with this paragraph and the Notice shall not be permitted to  
21 appear at the Settlement Hearing, except for good cause shown.

22 17. Service of Papers. Counsel for the Defendants and Co-Lead Counsel  
23 shall promptly furnish all Settling Parties with copies of any and all objections and  
24 notices of intention to appear that come into their possession. All papers in support  
25 of the Settlement, Plan of Allocation, and Plaintiffs' Counsel's request for an  
26 award of attorneys' fees and expenses shall be filed with the Court and served on  
27 or before thirty-five (35) calendar days prior to the date set herein for the  
28 Settlement Hearing. If reply papers are necessary, they are to be filed with the

1 Court and served no later than seven (7) calendar days prior to the Settlement  
2 Hearing.

3 18. Notice and Administration Expenses and Escrow Matters. As  
4 provided in the Settlement Agreement, prior to the Effective Date, Co-Lead  
5 Counsel may pay the Claims Administrator a portion of the reasonable fees and  
6 costs associated with giving notice to the Settlement Class and the review of claims  
7 and administration of the Settlement out of the Settlement Fund without further  
8 approval from the Defendants and without further order of the Court.

9 19. The passage of title and ownership of the Settlement Fund to the  
10 Escrow Agent in accordance with the terms and obligations of the Settlement  
11 Agreement is approved. No person who is not a Settlement Class Member or  
12 Plaintiffs' Counsel shall have any right to any portion of, or to any distribution of,  
13 the Net Settlement Fund unless otherwise ordered by the Court or otherwise  
14 provided in the Settlement Agreement. All funds held in escrow shall be deemed  
15 and considered to be *in custodia legis* of the Court, and shall remain subject to the  
16 jurisdiction of the Court until such time as such funds shall be disbursed pursuant  
17 to the Settlement Agreement and/or further order of the Court.

18 20. Bar on Litigating Released Claims. Pending final determination of  
19 whether the Settlement should be approved, Lead Plaintiffs and all other  
20 Settlement Class Members, and anyone who acts or purports to act on their behalf,  
21 shall not institute, prosecute, participate in, or assist in the institution, prosecution,  
22 or assertion of any Released Claim against any of the Released Defendant Parties.

23 21. Termination of Settlement. If the Settlement fails to become effective  
24 as defined in the Settlement Agreement or is terminated pursuant to the Settlement  
25 Agreement, then, in any such event, the Settlement Agreement, including any  
26 amendment(s) thereof, except as expressly provided in the Settlement Agreement  
27 and this Preliminary Approval Order, shall be null and void, of no further force or  
28 effect, and without prejudice to any Settling Party, and may not be introduced as

1 evidence or used in any actions or proceedings by any person or entity against the  
2 Settling Parties, and the Settling Parties shall be deemed to have reverted to their  
3 respective litigation positions in the Action immediately prior to their acceptance  
4 of the mediator's final settlement recommendation.

5 22. Use of Order. This Order shall not be construed or used as an  
6 admission, concession, or presumption by or against any of the Released  
7 Defendant Parties of any fault, wrongdoing, breach, or liability or as a waiver by  
8 any Settling Party of any arguments, defenses, or claims he, she, or it may have in  
9 the event that the Settlement Agreement is terminated, nor shall it be used in any  
10 manner prohibited by paragraph 48 of the Settlement Agreement. In the event this  
11 Order becomes of no force or effect, it shall not be construed or used as an  
12 admission, concession, or presumption by or against the Released Defendant  
13 Parties, the Released Plaintiff Parties, or the Settlement Class.

14 23. Stay. All proceedings in this Action are stayed until further Order of  
15 the Court, except as may be necessary to implement the Settlement or comply with  
16 the terms of the Settlement Agreement and this Order. This Court retains  
17 exclusive jurisdiction over the Action to consider all further matters arising out of  
18 or connected with the Settlement.

19 24. Jurisdiction. The Court retains exclusive jurisdiction over the Action  
20 to consider all further matters arising out of or connected with the Settlement.

21 SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
22  
23  
24

25 \_\_\_\_\_  
26 ANDREW J. GUILFORD  
27 UNITED STATES DISTRICT JUDGE  
28

# **Exhibit A-1**

1 MOTLEY RICE LLP  
Mark I. Labaton (Bar No. 159555)  
2 mlabaton@motleyrice.com  
1801 Century Park East, #475  
3 Los Angeles, California 90067  
Telephone: (310) 552-7992  
4 Facsimile: (310) 552-8054

5 LABATON SUCHAROW LLP  
Jonathan Gardner (*pro hac vice*)  
6 140 Broadway  
New York, New York 10005  
7 Telephone: (212) 907-0700  
Facsimile: (212) 818-0477

8 *Attorneys for Lead Plaintiff*  
9 *Institutional Investor Group and*  
10 *Co-Lead Counsel for the Class*

11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA  
13 SOUTHERN DIVISION

14 IN RE HEWLETT-PACKARD  
COMPANY SECURITIES  
15 LITIGATION

Case No. SACV 11-1404 AG (RNBx)

16 **NOTICE OF PENDENCY AND**  
17 **PROPOSED CLASS ACTION**  
**SETTLEMENT AND MOTION FOR**  
**ATTORNEYS' FEES AND EXPENSES**

18  
19 **If you purchased or otherwise acquired shares of Hewlett-Packard Company**  
20 **publicly traded common stock in the open market during the period from**  
21 **November 22, 2010 to and through August 18, 2011 (the “Class Period”), and**  
22 **were damaged thereby, you may be entitled to receive money from a class**  
**action settlement.**

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

24 The purpose of this Notice is to inform you of: (a) the pendency of this  
25 Action; (b) the proposed settlement of the Action (the “Settlement”); and (c) the  
26 hearing to be held by the Court (the “Settlement Hearing”) to consider: (i) whether  
27 the Settlement should be approved; (ii) the application of Plaintiffs’ Counsel for  
28

1 attorneys' fees and expenses; and (iii) certain other matters. This Notice describes  
2 important rights you may have and what steps you must take if you wish to  
3 participate in the Settlement or wish to be excluded from the Settlement Class.<sup>1</sup>

- 4 • The Settlement provides a total recovery of \$57 million in cash for  
5 the benefit of the Settlement Class described below.
- 6 • The Settlement resolves claims by the Arkansas Teacher  
7 Retirement System, Union Asset Management Holding AG,  
8 Labourers' Pension Fund of Central and Eastern Canada, and the  
9 LIUNA National (Industrial) Pension Fund and LIUNA Staff &  
10 Affiliates Pension Fund (collectively referred to as the  
11 "Institutional Investor Group" or "Lead Plaintiffs") purportedly  
12 brought as a class action, alleging that Hewlett-Packard Company  
13 ("HP" or the "Company"), misled investors regarding the value  
14 and growth of HP's "ecosystem" of "connected" personal devices  
15 running the webOS operating system; avoids the costs and risks of  
16 continuing the litigation; pays money to Settlement Class  
17 Members; and releases Defendants (defined below) from liability.
- 18 • **If you are a Settlement Class Member, your legal rights  
19 will be affected by this Settlement whether you act or do  
20 not act. Please read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
<b>SUBMIT A PROOF OF CLAIM FORM BY _____</b>	The <u>only</u> way to get a payment.
<b>EXCLUDE YOURSELF BY _____</b>	You will get no payment. This is the only option that, assuming your claim is timely brought, might allow you to ever bring or be part of any other lawsuit against the Defendants and/or the other Released Defendant Parties concerning the Released Claims.

27 <sup>1</sup> All capitalized terms not otherwise defined in this Notice shall have the meanings  
28 provided in the Stipulation and Agreement of Settlement, dated as of March 31,  
2014 (the "Settlement Agreement").

<b>OBJECT BY _____</b>	Write to the Court about why you do not like the Settlement.
<b>GO TO A HEARING ON _____</b>	Ask to speak in Court about the Settlement.
<b>DO NOTHING</b>	You will get no payment, you will give up rights, but you will still be bound by the Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made to all Settlement Class Members who timely submit a valid proof of claim form, if the Court approves the Settlement and after any appeals are resolved. Please be patient.

### **SUMMARY OF THE NOTICE**

#### **Statement of Plaintiffs’ Recovery**

Lead Plaintiffs have entered into a proposed Settlement with all Defendants that, if approved by the Court, will resolve this Action in its entirety. Pursuant to this proposed Settlement, a Settlement Fund consisting of \$57 million in cash (“Settlement Amount”), plus any accrued interest, has been established. Based on Lead Plaintiffs’ consulting experts’ estimate of the number of shares of the publicly traded common stock of HP entitled to participate in the Settlement, and assuming that all such shares entitled to participate do so, Lead Plaintiffs estimate that the average recovery per allegedly damaged share of publicly traded common stock of HP would be \$0.09 per allegedly damaged share before deduction of Court-approved fees and expenses, such as attorneys’ fees and expenses and administrative costs, and approximately \$0.07 per allegedly damaged share after deduction of the attorneys’ fees and litigation expenses discussed below.<sup>2</sup> A

<sup>2</sup> An allegedly damaged share might have been traded more than once during the Class Period, and the average recovery indicated above represents the estimated



1 Settlement Class Member’s actual recovery will be a portion of the Net Settlement  
2 Fund, determined by comparing his, her, or its “Recognized Loss” to the total  
3 Recognized Losses of all Settlement Class Members who timely submit valid  
4 Proofs of Claim, as described more fully below. An individual Settlement Class  
5 Member’s actual recovery will depend on, for example: (a) the total amount of  
6 Recognized Losses of other Settlement Class Members; (b) how many shares of  
7 HP common stock you purchased or acquired during the Class Period; (c) the  
8 purchase price(s) paid; (d) the date of the purchase(s); and (e) whether and when  
9 you sold your shares. *See* the Plan of Allocation beginning on page [\_\_\_] for  
10 information on your Recognized Loss.

11 **Statement of Potential Outcome of Case**

12         The Settling Parties disagree about both liability and damages and do not  
13 agree on the damages that would be recoverable if Lead Plaintiffs were to prevail  
14 on each claim asserted against Defendants. The issues on which the Settling  
15 Parties disagree include, for example: (a) whether the statements made or facts  
16 allegedly omitted were materially false or misleading, or otherwise actionable  
17 under the federal securities laws; (b) whether any allegedly materially false or  
18 misleading statements made by Defendants were made with the requisite level of  
19 intent or recklessness; (c) the amounts by which HP publicly traded common stock  
20 was allegedly artificially inflated (if at all) during the Class Period; (d) the  
21 appropriate economic models for determining the amounts by which HP publicly  
22 traded common stock was allegedly artificially inflated (if at all) during the Class  
23 Period; (e) the extent to which external factors, such as general market, economic  
24 and industry conditions, or unusual levels of volatility, influenced the trading  
25 prices of HP publicly traded common stock at various times during the Class  
26 Period; (f) the extent to which the various matters that Lead Plaintiffs alleged were

27  
28 average for each purchase or acquisition of a share that allegedly incurred  
damages.

1 materially false or misleading influenced (if at all) the trading prices of HP  
2 publicly traded common stock during the Class Period; and (g) the extent to which  
3 the alleged omission of various allegedly adverse material facts influenced (if at  
4 all) the trading prices of HP publicly traded common stock during the Class Period.

5 Defendants have denied and continue to deny all claims of wrongdoing or  
6 liability against them arising out of any of the conduct, statements, acts or  
7 omissions alleged in the Action, including any violations of the federal securities  
8 laws or any other legal obligation or duty potentially giving rise to the Released  
9 Claims. Defendants have denied and continue to deny each of the claims alleged  
10 by Lead Plaintiffs on behalf of the Settlement Class, including all claims in the  
11 Complaint. Defendants believe that they have meritorious defenses to all claims  
12 asserted or that could have been asserted based on the allegations of the Complaint.  
13 Defendants also have denied and continue to deny, among other things, that: Lead  
14 Plaintiffs and the Settlement Class have suffered damages; the prices of HP  
15 common stock were artificially inflated by reason of the alleged  
16 misrepresentations, non-disclosures, or otherwise; and Lead Plaintiffs and the  
17 Settlement Class were otherwise harmed in any other way by the conduct alleged  
18 in the Complaint. Moreover, Defendants believe that the evidence developed to  
19 date supports their position and assert that the Action has no merit. Nonetheless,  
20 Defendants have concluded that continuation of the Action would be protracted  
21 and expensive, and have taken into account the uncertainty and risks inherent in  
22 any litigation, especially a complex case like this Action, and believe that the  
23 Settlement set forth in this Settlement Agreement is in the best interests of the  
24 Company.

25 **Statement of Attorneys' Fees and Expenses Sought**

26 The attorneys representing Lead Plaintiffs and the Settlement Class have  
27 expended considerable time and effort in prosecuting this Action on a contingent-  
28 fee basis, and have advanced all of the expenses of the Action, with the expectation

1 that if they were successful in obtaining a recovery for the Settlement Class they  
2 would be paid from such recovery. In this type of litigation, it is customary for  
3 plaintiffs' counsel to be awarded a percentage of the common fund recovered as  
4 attorneys' fees.

5 Plaintiffs' Counsel will make an application to the Court for an award of  
6 attorneys' fees from the Settlement Fund in an amount not to exceed 25% of the  
7 Settlement Fund, plus any interest earned on such amount at the same rate and for  
8 the same period as earned by the Settlement Fund. Plaintiffs' Counsel will also  
9 apply for payment of litigation expenses incurred in prosecuting the Action in an  
10 amount not to exceed \$525,000, plus interest earned at the same rate as the  
11 Settlement Fund. Plaintiffs' Counsel's Fee and Expense Application may also  
12 include a request for an award to Lead Plaintiffs for reimbursement of their  
13 reasonable costs and expenses, including lost wages, directly related to their  
14 representation of the Settlement Class in an amount not to exceed \$75,000. If the  
15 Court approves the Fee and Expense Application in full, the average amount of  
16 fees and expenses will be approximately \$0.02 per allegedly damaged share.

### 17 **Identification of Attorneys' Representatives**

18 Lead Plaintiffs and the Settlement Class are being represented by Labaton  
19 Sucharow LLP and Motley Rice LLC, the Court-appointed Co-Lead Counsel. Any  
20 questions regarding the Settlement should be directed to Jonathan Gardner,  
21 Labaton Sucharow LLP, 140 Broadway, New York, NY 10005, (888) 219-6877,  
22 www.labaton.com, settlementquestions@labaton.com or Gregg S. Levin, Motley  
23 Rice LLC, 28 Bridgeside Boulevard Mt. Pleasant, South Carolina 29464, (843)  
24 216-9000, www.motleyrice.com, HPsettlementquestions@motleyrice.com.

### 25 **Reasons for the Settlement**

26 For Lead Plaintiffs, the principal reason for the Settlement is the immediate  
27 benefit of a substantial cash recovery to the Settlement Class. This benefit must be  
28 compared to the uncertainty of being able to prove the allegations in the

1 Complaint; the uncertainty of having a class of HP shareholders certified as a class;  
2 the risk that the Court may grant, in whole or in part, some or all of the anticipated  
3 motions for summary judgment to be filed by Defendants; the uncertainty inherent  
4 in the Settling Parties' various and competing theories of loss causation and  
5 damages; the attendant risks of litigation, especially in complex actions such as  
6 this, as well as the difficulties and delays inherent in such litigation (including any  
7 appeals).

8 For Defendants, who deny all allegations of wrongdoing or liability  
9 whatsoever and deny that any Settlement Class Members were damaged, the  
10 principal reasons for entering into the Settlement are to bring to an end the  
11 substantial burden, expense, uncertainty, and risk of further litigation.

## 12 BASIC INFORMATION

### 13 **1. Why did I get this notice package?**

14 The Court authorized that this Notice be sent to you because you or someone  
15 in your family may have purchased or otherwise acquired shares of HP publicly  
16 traded common stock in the open market during the period from November 22,  
17 2010 to and through August 18, 2011, inclusive.

18 If this description applies to you or someone in your family, you have a right  
19 to know about the proposed Settlement of this class action lawsuit, and about all of  
20 your options, before the Court decides whether to approve the Settlement. If the  
21 Court approves the Settlement, and after any objections and appeals are resolved,  
22 an administrator appointed by the Court will make the payments that the  
23 Settlement allows.

24 This Notice explains the lawsuit, the Settlement, Settlement Class Members'  
25 legal rights, what benefits are available, who is eligible for them, and how to get  
26 them.

27 The Court in charge of this Action is the United States District Court for the  
28 Central District of California, in Santa Ana, California, and the case is known as *In*

1 *re Hewlett-Packard Company Securities Litigation*, Case No. SACV 11-1404 AG  
2 (RNBx) (C.D. Cal.). The Action is assigned to the Honorable Andrew J. Guilford,  
3 United States District Judge.

4 The institutions that are suing are collectively referred to as the Institutional  
5 Investor Group or Lead Plaintiffs. The company and persons being sued, namely  
6 HP, Léo Apotheker (“Apotheker”), HP’s former President and Chief Executive  
7 Officer and a member of the Company’s Board of Directors from on or about  
8 November 1, 2010 until September 22, 2011, and R. Todd Bradley (“Bradley”), a  
9 senior HP executive, are called the Defendants. Apotheker and Bradley are also  
10 referred to as the “Individual Defendants.” Collectively, HP and the Individual  
11 Defendants are referred to as “Defendants.”

## 12 **2. What is this lawsuit about?**

13 HP is a leading global provider of products, technologies, software, solutions  
14 and services to individual consumers, small and medium-sized businesses and  
15 large enterprises, including customers in the government, health and education  
16 sectors. HP’s offerings include personal computers, including desktops and laptop  
17 notebooks (collectively, “PCs”), and printers. In July 2010, HP acquired Palm,  
18 Inc. (“Palm”), together with Palm’s mobile operating system, webOS.

19 On September 13, 2011, this Action was commenced and by order dated  
20 December 19, 2011, the Court appointed the Institutional Investor Group as Lead  
21 Plaintiffs and approved the Institutional Investor Group’s selection of Labaton  
22 Sucharow LLP and Motley Rice LLC as Co-Lead Counsel.

23 On February 10, 2012, the Institutional Investor Group filed the First  
24 Amended Class Action Complaint for Violations of the Federal Securities Laws  
25 (the “FAC”) asserting claims under Sections 10(b) and 20(a) of the Securities  
26 Exchange Act of 1934 (the “Exchange Act”). On April 11, 2012, Defendants filed  
27 motions seeking the dismissal of the FAC. On August 29, 2012, following briefing  
28

1 and oral argument on Defendants’ motions, Judge Guilford issued an order  
2 dismissing the FAC with leave to replead.

3 On October 19, 2012, the Institutional Investor Group filed the Second  
4 Amended Class Action Complaint for Violations of the Federal Securities Laws  
5 (the “Complaint”). Among other things, Lead Plaintiffs asserted that following  
6 the July 2010 announcement of HP’s acquisition of Palm, HP and its  
7 representatives made a series of public statements regarding the development of  
8 new devices using the webOS operating system. Lead Plaintiffs alleged that HP  
9 represented that within two years, the Company would introduce “millions” of  
10 webOS-enabled PCs and printers and on a “massive scale.” Lead Plaintiffs also  
11 alleged that, contrary to HP’s public statements regarding webOS for PCs and  
12 printers, the Company was not in a position to introduce webOS to PCs or printers  
13 for sale or within the time frame represented by Defendants. Lead Plaintiffs  
14 further alleged that the truth regarding webOS was not disclosed to investors until  
15 August 18, 2011, when the Company announced several pieces of news, including  
16 that it would discontinue operations for webOS devices, including smartphones  
17 and tablets. Lead Plaintiffs contend that, upon these disclosures, artificial inflation  
18 created by Defendants’ false and misleading public statements regarding webOS  
19 development was removed from the trading price of HP’s publically traded  
20 common stock, damaging Lead Plaintiffs and members of the Settlement Class.

21 Defendants again moved to dismiss and, on May 8, 2013, following  
22 extensive briefing and oral argument, Judge Guilford granted Defendants’ motion  
23 in part and denied it in part. Specifically, Judge Guilford ruled that Lead Plaintiffs  
24 had adequately pled violations of Sections 10(b) and 20(a) of the Exchange Act in  
25 connection with certain statements made by Defendants Apotheker and Bradley in  
26 June and July 2011.

27 Following Judge Guilford’s order of May 8, 2013, Defendants filed a motion  
28 for reconsideration, seeking the dismissal of those allegations that the Court had

1 found sufficient to state a claim against Defendants. Following briefing, on June  
2 17, 2013, Judge Guilford denied Defendants' motion for reconsideration.

3 On July 17, 2013, Defendants filed and served answers to the Complaint.

4 Thereafter, the Settling Parties engaged in discovery, including the service  
5 of document requests by Lead Plaintiffs. During the course of discovery, Co-Lead  
6 Counsel retained and consulted with experts in damages, software development,  
7 operating system development and hardware production.

8 As discovery progressed, Defendants and Lead Plaintiffs discussed the  
9 utility of engaging a neutral mediator for the purpose of exploring a resolution of  
10 the Action. To that end, the Settling Parties agreed to engage the Honorable Layn  
11 R. Phillips (ret.) ("Judge Phillips"), a former United States District Judge with  
12 extensive experience in mediating complex securities class actions. In connection  
13 with the mediation, Defendants produced over 314,000 pages of documents. At  
14 the request of Judge Phillips, in November 2013, Lead Plaintiffs and Defendants  
15 exchanged lengthy and detailed mediation briefs, each citing extensively to the  
16 documents that were produced by Defendants.

17 On December 3, 2013, Lead Plaintiffs and Defendants, or their  
18 representatives, along with representatives of HP's insurers, met for a day-long  
19 mediation at the Newport Beach, California offices of Judge Phillips. The Settling  
20 Parties were unable to reach an agreement as to the terms of a proposed settlement  
21 at that mediation. However, between December 4, 2013 and January 15, 2014, the  
22 Settling Parties continued to engage in extensive and protracted settlement  
23 discussions facilitated by Judge Phillips.

24 On January 15, 2014, the Settling Parties agreed in principle to this  
25 Settlement which was thereafter memorialized in the Settlement Agreement.

26 Defendants deny the allegations of wrongdoing and any liability whatsoever.  
27  
28

1 **3. Why is this a class action?**

2 In a class action, one or more persons or entities (in this case, the Lead  
3 Plaintiffs), sue on behalf of people and entities who have similar claims. Together,  
4 these people and entities are a class, and each is a class member. Bringing a case,  
5 such as this one, as a class action allows the adjudication of many similar claims of  
6 persons and entities that might be economically too small to bring as individual  
7 actions. One court resolves the issues for all class members at the same time,  
8 except for those who exclude themselves, or “opt-out,” from the class.

9 **4. Why is there a settlement?**

10 With the assistance of Judge Phillips acting as a mediator, the Settling  
11 Parties agreed to a settlement. The Settlement will end all the claims against  
12 Defendants in the Action and will avoid the uncertainties and costs of further  
13 litigation and any future trial. Affected investors will be eligible to receive  
14 compensation immediately, rather than after the time it would take to resolve  
15 future motions, conduct discovery, have a trial, and exhaust all appeals. Lead  
16 Plaintiffs and Co-Lead Counsel think the Settlement is in the best interests of the  
17 Settlement Class.

18 **WHO IS IN THE SETTLEMENT**

19 To be eligible for a payment from the proceeds of the Settlement, you must  
20 be a Settlement Class Member.

21 **5. How do I know if I am part of the Settlement?**

22 The Court has decided, subject to the exceptions set forth in Question 6  
23 below, that everyone who fits this description is a Settlement Class Member and  
24 subject to the Settlement:

25 All persons and entities that, during the period from  
26 November 22, 2010 to and through August 18, 2011,  
27 purchased or otherwise acquired shares of Hewlett-  
28 Packard Company’s publicly traded common stock in the  
open market, and were damaged thereby.



1 If one of your mutual funds purchased HP common stock during the Class  
2 Period, that alone does not make you a Settlement Class Member. You are a  
3 Settlement Class Member only if you individually purchased HP publicly traded  
4 common stock during the Class Period. Check your investment records or contact  
5 your broker to see if you purchased HP publicly traded common stock during the  
6 Class Period.

7 If you **sold** HP publicly traded common stock during the Class Period, that  
8 alone does not make you a Settlement Class Member. You are a Settlement Class  
9 Member only if you **purchased or otherwise acquired** HP's publicly traded  
10 common stock during the Class Period.

11 **6. Are there exceptions to being included?**

12 Yes. There are some people who are excluded from the Settlement Class by  
13 definition. Excluded from the Settlement Class are: the Defendants; members of  
14 the Immediate Families of the Individual Defendants; all of HP's subsidiaries and  
15 affiliates; any person who is or was an officer or director of HP or any of HP's  
16 subsidiaries or affiliates during the Class Period; any entity in which any  
17 Defendant has a controlling interest; and the legal representatives, heirs,  
18 successors, and assigns of any such excluded person or entity.

19 Also excluded from the Settlement Class is anyone who submits a valid and  
20 timely request for exclusion from the Settlement Class, in accordance with the  
21 procedures set forth in Question 13 below.

22 **7. What if I am still not sure if I am included?**

23 If you are still not sure whether you are included in the Settlement, you can  
24 ask for free help. You can call the Claims Administrator toll-free at (877) 782-  
25 8059, send an e-mail to the Claims Administrator at \_\_\_\_\_, or write to the  
26 Claims Administrator at *Hewlett-Packard Securities Litigation, c/o GCG, P.O. Box*  
27  
28

1 10056, Dublin, OH 43017-6656. Or you can fill out and return the Proof of Claim  
2 form described in Question 10, to see if you qualify.

### 3 **THE SETTLEMENT BENEFITS — WHAT YOU GET**

#### 4 **8. What does the Settlement provide?**

5 In exchange for the Settlement and the release of the Released Claims  
6 (defined below) against the Released Defendant Parties, Defendants have agreed to  
7 create a Fifty-Seven Million Dollar (\$57,000,000.00) cash fund, which will earn  
8 interest, to be distributed, after the deduction of Court-approved fees and expenses,  
9 among all Settlement Class Members who submit a valid Proof of Claim form and  
10 are found by the Court to be entitled to a distribution from the Net Settlement Fund  
11 (“Authorized Claimants”).

12 HP and certain of its insurance carriers are paying the \$57 million  
13 Settlement.

#### 14 **9. How much will my payment be?**

15 If you are an Authorized Claimant entitled to a payment, your share of the  
16 Net Settlement Fund will depend on several things, including, how many  
17 Settlement Class Members timely send in valid Proof of Claim forms; the total  
18 amount of Recognized Losses of other Settlement Class Members; how many  
19 shares of HP publicly traded common stock you bought; how much you paid for it;  
20 when you bought it; and whether or when you sold it, and if so, for how much you  
21 sold it.

22 You can calculate your Recognized Loss in accordance with the formulas  
23 shown below in the Plan of Allocation. It is unlikely that you will receive a  
24 payment for all of your Recognized Loss. *See* the Plan of Allocation of Net  
25 Settlement Fund on pages \_\_\_ for more information on your Recognized Loss.  
26  
27  
28

1 **HOW YOU RECEIVE A PAYMENT:**  
2 **SUBMITTING A PROOF OF CLAIM FORM**

3 **10. How can I receive a payment?**

4 To qualify for a payment, you must submit a timely and valid Proof of Claim  
5 form. A Proof of Claim form is included with this Notice. If you did not receive a  
6 Proof of Claim form, you can obtain one on the Internet at the websites for the  
7 Claims Administrator: www.\_\_\_\_\_, or Co-Lead Counsel: www.labaton.com and  
8 www.motleyrice.com. You can also ask for a Proof of Claim form by calling the  
9 Claims Administrator toll-free at (877) 782-8059.

10 Please read the instructions carefully, fill out the Proof of Claim form,  
11 include all the documents the form requests, sign it, and mail or submit it to the  
12 Claims Administrator so that it is **postmarked or received no later than**  
13 \_\_\_\_\_, **2014.**

14 **11. When will I receive my payment?**

15 The Court will hold a hearing on \_\_\_\_\_, **2014** to decide, among  
16 other things, whether to finally approve the Settlement. Even if the Court approves  
17 the Settlement, there may be appeals which can take time to resolve, perhaps more  
18 than a year. It also takes a long time for all of the Proofs of Claim to be accurately  
19 reviewed and processed. Please be patient.

20 **12. What am I giving up to receive a payment or stay in the Settlement**  
21 **Class?**

22 Unless you exclude yourself, you are staying in the Settlement Class, and  
23 that means that, upon the “Effective Date,” you will release all “Released Claims”  
24 (as defined below) against the “Released Defendant Parties” (as defined below).

25 **“Released Claims”** means any and all claims, rights, causes of action,  
26 duties, controversies, obligations, demands, actions, debts, sums of money, suits,  
27 contracts, agreements, promises, damages, losses, judgments, liabilities, allegations  
28 and arguments of every nature and description, including both known claims and

1 Unknown Claims (defined below), whether arising under federal, state, local,  
2 foreign or statutory law, common law or administrative law, or any other law, rule  
3 or regulation, at law or in equity, whether class or individual in nature, whether  
4 fixed or contingent, whether accrued or unaccrued, whether liquidated or  
5 unliquidated, whether matured or unmatured, that Lead Plaintiffs or any other  
6 Settlement Class Member: (i) asserted in the Action; or (ii) could have asserted in  
7 the Action or any other action or in any forum, that arise out of, relate to, or are in  
8 connection with the claims, allegations, transactions, facts, events, acts,  
9 disclosures, statements, representations or omissions or failures to act involved, set  
10 forth, or referred to in the complaints filed in the Action and that relate to the  
11 purchase or acquisition of HP's publicly traded common stock during the Class  
12 Period. For the avoidance of doubt, Released Claims do not include: (i) claims to  
13 enforce the Settlement; (ii) any governmental or regulatory agency's claims in any  
14 criminal or civil action against any of the Released Defendant Parties; and (iii)  
15 claims in *Gonzalez v. Apotheker*, No. 30-2011-00511941-CU-BT-CJC (Super. Ct.  
16 Orange County); *Tyner v. Apotheker*, No. 30-2011-00513236-CU-BT-CJC (Super.  
17 Ct. Orange County); *Espinoza v. Apotheker*, No. SACV 11-01454 AG (RNBx)  
18 (C.D. Cal.); *Salat v. Apotheker*, No. SACV 11-01456 AG (RNBx) (C.D. Cal.); and  
19 *In re Hewlett-Packard Company Shareholder Derivative Litigation*, No. SACV  
20 11-01454 AG (RNBx) (C.D. Cal.).

21 **“Released Defendant Parties”** means the Defendants, Catherine A. Lesjak,  
22 and their respective current and former parents, subsidiaries, affiliates, trustees,  
23 officers, directors, principals, employees, agents, employers, controlling persons,  
24 partners, insurers, reinsurers, auditors, accountants, advisors, financial advisors,  
25 investment advisors, commercial bank lenders, investment bankers, creditors,  
26 administrators, estates, legal representatives, heirs, attorneys, predecessors,  
27 successors or assigns, divisions, joint ventures, general or limited partners or  
28 partnerships, limited liability companies and any trust of which any Individual

1 Defendant is the settlor or which is for the benefit of a member of their Immediate  
2 Family; and, as to each of the foregoing, their respective current and former legal  
3 representatives, heirs, successors or assigns.

4       **“Unknown Claims”** means any and all Released Claims which any Lead  
5 Plaintiff, any other Settlement Class Member or any other Released Plaintiff Party  
6 does not know or suspect to exist in his, her or its favor at the time of the release of  
7 the Released Defendant Parties, and any Released Defendants’ Claims that any  
8 Defendant or any other Released Defendant Party does not know or suspect to exist  
9 in his, her or its favor at the time of the release of the Released Plaintiff Parties,  
10 which if known by him, her, or it, might have affected his, her, or its decision(s)  
11 with respect to the Settlement. With respect to any and all Released Claims and  
12 Released Defendants’ Claims, the Settling Parties stipulate and agree that, upon the  
13 Effective Date, Lead Plaintiffs and the Defendants shall expressly, and each other  
14 Settlement Class Member, Released Plaintiff Party and Released Defendant Party  
15 shall be deemed to have, and by operation of the Judgment or Alternative  
16 Judgment shall have, expressly waived and relinquished any and all provisions,  
17 rights and benefits conferred by Cal. Civ. Code § 1542, or any law of any state or  
18 territory of the United States, or principle of common law, which is similar,  
19 comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

20               **A general release does not extend to claims which the**  
21               **creditor does not know or suspect to exist in his or her**  
22               **favor at the time of executing the release, which if**  
23               **known by him or her must have materially affected**  
24               **his or her settlement with the debtor.**

25       Lead Plaintiffs, the other Settlement Class Members, the Released Plaintiff  
26 Parties, the Defendants and the other Released Defendant Parties acknowledge that  
27 they may hereafter discover facts in addition to or different from those which any  
28 of them or their counsel now knows or believes to be true with respect to the

1 subject matter of the Released Claims and the Released Defendants’ Claims, but  
2 Lead Plaintiffs and the Defendants shall expressly, fully, finally and forever settle  
3 and release, and each other Settlement Class Member, Released Plaintiff Parties  
4 and Released Defendant Parties shall be deemed to have settled and released, and  
5 upon the Effective Date and by operation of the Judgment or Alternative Judgment  
6 shall have settled and released, fully, finally, and forever, any and all Released  
7 Claims and Released Defendants’ Claims that now exist or heretofore have existed  
8 upon any theory of law or equity now existing or coming into existence in the  
9 future, without regard to the subsequent discovery or existence of such different or  
10 additional facts, without regard to whether those facts were concealed or hidden.  
11 Lead Plaintiffs and the Defendants acknowledge, and other Settlement Class  
12 Members by operation of law shall be deemed to have acknowledged, that the  
13 inclusion of “Unknown Claims” in the definition of Released Claims and Released  
14 Defendants’ Claims was separately bargained for and was a key element of the  
15 Settlement.

16 The “Effective Date” will occur when an Order entered by the Court  
17 approving the Settlement becomes final and not subject to appeal.

18 If you remain a member of the Settlement Class, all of the Court’s orders  
19 will apply to you and legally bind you.

### 20 **EXCLUDING YOURSELF FROM THE SETTLEMENT**

21 If you do not want a payment from this Settlement, but you want to keep any  
22 right you may have to sue or continue to sue Defendants and the other Released  
23 Defendant Parties on your own concerning the Released Claims, then you must  
24 take steps to remove yourself from the Settlement Class. This is called excluding  
25 yourself or “opting out.” **Please note:** if you decide to exclude yourself, there is a  
26 risk that any lawsuit you may thereafter file to pursue claims alleged in the Action  
27 may be dismissed, including if such suit is not filed within the applicable time  
28 periods required for filing suit. Also, HP may terminate the Settlement if

1 Settlement Class Members who purchased in excess of a certain amount of HP's  
2 publicly traded common stock opt out from the Settlement Class.

3 **13. How do I exclude myself from the proposed Settlement?**

4 To exclude yourself from the Settlement Class, you must mail a signed letter  
5 stating that you "wish to be excluded from the Settlement Class in *In re Hewlett-*  
6 *Packard Company Securities Litigation*, No. SACV 11-1404 (C.D. Cal.)." You  
7 cannot exclude yourself by telephone or e-mail. Your letter must state the number  
8 of shares of HP publicly traded common stock that you owned as of the beginning  
9 of trading on November 22, 2010 (the first day of the Class Period), and the  
10 date(s), price(s), and number(s) of shares of all of your purchases, acquisitions, and  
11 sales of HP publicly traded common stock during the Class Period. Your letter  
12 must include your name, mailing address, telephone number, e-mail address,  
13 signature, and documentation, such as brokerage statements, showing your  
14 reported trading of HP publicly traded common stock. You must submit your  
15 exclusion request so that it is **received no later than \_\_\_\_\_, 2014** to:

16 *Hewlett-Packard Securities Litigation*

17 c/o GCG

18 P.O. Box 10056

19 Dublin, OH 43017-6656

20 Your exclusion request must comply with these requirements in order to be  
21 valid. If you ask to be excluded, you will not receive any settlement payment, and  
22 you cannot object to the Settlement. Moreover, if you submit a valid exclusion  
23 request, you will not be legally bound by anything that happens in connection with  
24 this Settlement, and you may be able to sue (or continue to sue) Defendants and the  
25 other Released Defendant Parties in the future.  
26  
27  
28

1 **14. If I do not exclude myself, can I sue Defendants and the other Released**  
2 **Defendant Parties for the same thing later?**

3 No. Unless you properly exclude yourself, you remain in the Settlement  
4 Class and you give up any rights to sue Defendants and the other Released  
5 Defendant Parties for any and all Released Claims. If you do not exclude yourself,  
6 you will not be entitled to receive any recovery in any other action against any of  
7 the Released Defendant Parties based on or arising out of the Released Claims. If  
8 you have a pending lawsuit, **speak to your lawyer in that case immediately.**  
9 You must exclude yourself from this Settlement Class to continue your own  
10 lawsuit. Remember, the exclusion deadline is \_\_\_\_\_, **2014.**

11 **15. If I exclude myself, can I get money from the proposed Settlement?**

12 No. If you exclude yourself, do not send in a Proof of Claim form to ask for  
13 any money. But, you may exercise any right you may have to sue, continue to sue,  
14 or be part of a different lawsuit against Defendants and the other Released  
15 Defendant Parties.

16 **THE LAWYERS REPRESENTING YOU**

17 **16. Do I have a lawyer in this case?**

18 The Court ordered the law firms of Labaton Sucharow LLP and Motley Rice  
19 LLC to represent all Settlement Class Members. These lawyers are called Co-Lead  
20 Counsel.

21 You will not be separately charged for any of these lawyers. The Court will  
22 determine the amount of Plaintiffs' Counsel's fees and expenses, which will be  
23 paid from the Settlement Fund. If you want to be represented by your own lawyer,  
24 you may hire one at your own expense.

25 **17. How will the lawyers be paid?**

26 Plaintiffs' Counsel have not been paid for any of their work. They will ask  
27 the Court to award them, from the Settlement Fund, attorneys' fees of no more than  
28



1 25% of the Settlement Fund, plus interest on such fees at the same rate as earned  
2 by the Settlement Fund. Plaintiffs' Counsel will also seek payment of litigation  
3 expenses incurred by Plaintiffs' Counsel in connection with the prosecution of this  
4 Action of no more than \$525,000, plus interest on such expenses at the same rate  
5 as earned by the Settlement Fund.

## 6 **OBJECTING TO THE SETTLEMENT**

7 You can tell the Court that you do not agree with the Settlement or some part  
8 of it.

### 9 **18. How do I tell the Court that I do not like the proposed Settlement?**

10 If you are a Settlement Class Member, you can object to the Settlement or  
11 any of its terms, the proposed Plan of Allocation of the Net Settlement Fund,  
12 and/or the Fee and Expense Application. You may write to the Court setting out  
13 your objection. You may give reasons why you think the Court should not approve  
14 any or all of the Settlement terms or arrangements. If you would like the Court to  
15 consider your views, you must file a proper objection within the deadline, and  
16 according to the following procedures.

17 To object, you must send a signed letter stating that you object to the  
18 proposed Settlement in "*In re Hewlett-Packard Company Securities Litigation*, No.  
19 SACV 11-1404 (C.D. Cal.)." You must include your name, address, telephone  
20 number, e-mail address, and signature; identify the date(s), price(s), and number(s)  
21 of shares of all purchases, acquisitions, and sales of HP publicly traded common  
22 stock during the Class Period; identify the number of shares of HP publicly traded  
23 common stock owned as of the beginning of trading on November 22, 2010; and  
24 state the reasons why you object to the Settlement and which part(s) of the  
25 Settlement you object to. You must supply documentation, such as brokerage  
26 statements, showing your reported trading in HP publicly traded common stock.  
27 Unless otherwise ordered by the Court, any Settlement Class Member who does  
28

1 not object in the manner described herein will be deemed to have waived any  
2 objection and shall be forever foreclosed from making any objection to the  
3 proposed Settlement and the Fee and Expense Application. Your objection must  
4 be filed with the Court **and** mailed or delivered to the following counsel so that it  
5 is **received on or before** \_\_\_\_\_, **2014:**

6 **The Court:**

7 Clerk of the Court  
8 United States District Court for the  
9 Central District of California  
10 United States Courthouse  
11 411 West Fourth Street, Room 1053  
12 Santa Ana, CA 92701

**Co-Lead Counsel:**

**LABATON SUCHAROW LLP**  
Jonathan Gardner, Esq.  
140 Broadway  
New York, NY 10005

**MOTLEY RICE LLC**  
Gregg S. Levin, Esq.  
28 Bridgeside Boulevard  
Mt. Pleasant, South Carolina 29464

14 **Defendants' Counsel Representatives:**

15 **MORGAN, LEWIS & BOCKIUS LLP**

16 Marc J. Sonnenfeld, Esq.  
17 1701 Market Street  
18 Philadelphia, PA 19103

19 Robert E. Gooding, Jr., Esq.  
20 5 Park Plaza, Suite 1750  
Irvine, CA 92614

21 You do not need to attend the Settlement Hearing to have your written  
22 objection considered by the Court. However, any Settlement Class Member who  
23 has not submitted a request for exclusion from the Settlement Class and who has  
24 complied with the procedures set out in this Question 18 and below in Question 22  
25 may appear at the Settlement Hearing and be heard, to the extent allowed by the  
26 Court, about any objection to the Settlement, the Plan of Allocation, or Plaintiffs'  
27 Counsel's Fee and Expense Application. Any such objector may appear in person  
28

1 or arrange, at his, her, or its own expense, for a lawyer to represent him, her, or it  
2 at the Settlement Hearing.

3 **19. What is the difference between objecting and excluding?**

4 Objecting is telling the Court that you do not like something about the  
5 proposed Settlement, Plan of Allocation, or Fee and Expense Application. You  
6 can still recover from the Settlement. You can object *only* if you stay in the  
7 Settlement Class.

8 Excluding yourself is telling the Court that you do not want to be part of the  
9 Settlement Class. If you exclude yourself, you have no basis to object because the  
10 Settlement no longer affects you.

11 **THE SETTLEMENT HEARING**

12 **20. When and where will the Court decide whether to approve the**  
13 **proposed Settlement?**

14 The Court will hold the Settlement Hearing on \_\_\_\_\_,  
15 2014, at 10:00 am., in Courtroom 10D of the United States Courthouse, 411 West  
16 Fourth Street, Santa Ana, California 92701.

17 At this hearing, the Court will consider (i) whether the Settlement is fair,  
18 reasonable, and adequate and should be finally approved; (ii) the proposed Plan of  
19 Allocation; and (iii) the application of Plaintiffs' Counsel for an award of  
20 attorneys' fees and payment of litigation expenses. The Court will take into  
21 consideration any written objections filed in accordance with the instructions in  
22 Question 18. We do not know how long it will take the Court to make these  
23 decisions.

24 You should be aware that the Court may change the date and time of the  
25 Settlement Hearing without another notice being sent to Settlement Class  
26 Members. If you want to attend the hearing, you should check with Co-Lead  
27 Counsel beforehand to be sure that the date and/or time has not changed.

1 **21. Do I have to come to the Settlement Hearing?**

2 No. Co-Lead Counsel will answer any questions the Court may have. But,  
3 you are welcome to attend at your own expense. If you submit a valid and timely  
4 objection, you do not have to come to Court to discuss it. You may also pay your  
5 own lawyer to attend, but it is not required. If you do hire your own lawyer, he or  
6 she must file and serve a Notice of Appearance in the manner described in the  
7 answer to Question 22 below.

8 **22. May I speak at the Settlement Hearing?**

9 If you object to the Settlement, you may ask the Court for permission to  
10 speak at the Settlement Hearing. To do so, you must include with your objection  
11 (see Question 18) a statement that it is your intention to appear in “*In re Hewlett-*  
12 *Packard Company Securities Litigation*, No. SACV 11-1404 (C.D. Cal.)”  
13 Persons who intend to object to the Settlement, the Plan of Allocation, or  
14 Plaintiffs’ Counsel’s Fee and Expense Application and desire to present evidence  
15 at the Settlement Hearing must also include in their objections (prepared and  
16 submitted in accordance with the answer to Question 18 above) the identity of any  
17 witness they may wish to call to testify and any exhibits they intend to introduce  
18 into evidence at the Settlement Hearing. You may not speak at the Settlement  
19 Hearing if you excluded yourself from the Settlement Class or if you have not  
20 provided written notice of your objection and intention to speak at the Settlement  
21 Hearing in accordance with the procedures described in Questions 18 and 22.

22 **IF YOU DO NOTHING**

23 **23. What happens if I do nothing at all?**

24 If you do nothing and you are a member of the Settlement Class, you will  
25 receive no money from this Settlement and you will be precluded from starting a  
26 lawsuit, continuing with a lawsuit, or being part of any other lawsuit against  
27 Defendants and the other Released Defendant Parties concerning the Released  
28

1 Claims. To share in the Net Settlement Fund, you must submit a Proof of Claim  
2 form (*see* Question 10). To start, continue or be a part of any other lawsuit against  
3 Defendants and the other Released Defendant Parties concerning the Released  
4 Claims in this case, you must exclude yourself from the Settlement Class (*see*  
5 Question 13).

## 6 GETTING MORE INFORMATION

### 7 **24. Are there more details about the proposed Settlement?**

8 This Notice summarizes the proposed Settlement. More details are in the  
9 Settlement Agreement. You may review the Settlement Agreement filed with the  
10 Court or documents in the case at the Office of the Clerk of the United States  
11 District Court for the Central District of California, 411 West Fourth Street, Room  
12 1053, Santa Ana, California 92701, on weekdays (other than court holidays)  
13 between 10:00 a.m. and 4:00 p.m. Subscribers to PACER, a fee-based service, can  
14 also view the papers filed publicly in the Action through the Court's on-line Case  
15 Management/Electronic Case Files System at <https://www.pacer.gov>.

16 You can also get a copy of the Settlement Agreement by calling the Claims  
17 Administrator toll free at (877) 782-8059; writing to the Claims Administrator at  
18 *Hewlett-Packard Securities Litigation*, c/o GCG, P.O. Box 10056, Dublin, OH  
19 43017-6656; or visiting the websites of the Claims Administrator or Co-Lead  
20 Counsel at [www.\\_\\_\\_\\_\\_](http://www._____), [www.labaton.com](http://www.labaton.com), or [www.motleyrice.com](http://www.motleyrice.com), where you  
21 will find answers to common questions about the Settlement, download copies of  
22 the Settlement Agreement or Proof of Claim form, and locate other information to  
23 help you determine whether you are a Settlement Class Member and whether you  
24 are eligible for a payment.

25  
26  
27 **Please do not Call the Court with Questions about the**  
28 **Settlement.**

1           **PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND**

2 **A.   Preliminary Matters**

3           As discussed in this Notice, a settlement has been reached in this Action,  
4 which provides \$57 million in cash for the benefit of the Settlement Class. The  
5 Settlement Amount and the interest earned thereon is the “Settlement Fund.” The  
6 Settlement Fund, after deduction of Court-approved attorneys’ fees and expenses,  
7 Notice and Administration Expenses, Taxes, and any other fees or expenses  
8 approved by the Court is the “Net Settlement Fund.” The Net Settlement Fund will  
9 be distributed to members of the Settlement Class who timely submit valid Proofs  
10 of Claim that show a Recognized Claim and are approved by the Court  
11 (“Authorized Claimants”). Settlement Class Members who do not timely submit  
12 valid Proofs of Claim will not share in the Settlement proceeds, but will otherwise  
13 be bound by the terms of the Settlement. The Court may approve this Plan of  
14 Allocation, or modify it without additional notice to the Settlement Class. Any  
15 order modifying the Plan of Allocation will be posted on the settlement website at:  
16 \_\_\_\_\_ and at [www.labaton.com](http://www.labaton.com) and [www.motleyrice.com](http://www.motleyrice.com).

17           The purpose of this Plan of Allocation of the Net Settlement Fund (“Plan of  
18 Allocation” or “Plan”) is to establish a reasonable and equitable method of  
19 distributing the Net Settlement Fund among Authorized Claimants who allegedly  
20 suffered economic losses as a result of the alleged violations of the federal  
21 securities laws, as opposed to losses caused by market or industry factors or  
22 Company-specific factors unrelated to the alleged violations of law. For purposes  
23 of determining the amount an Authorized Claimant may recover under this Plan,  
24 Co-Lead Counsel have conferred with a consulting damages expert and others.  
25 This Plan is intended to be generally consistent with an assessment of, among other  
26 things, the damages that Co-Lead Counsel and Lead Plaintiffs believe were  
27 recoverable in the Action. The Plan, however, is not a formal damages analysis  
28 and the calculations made pursuant to the Plan are not intended to be estimates of,

1 nor indicative of, the amounts that Settlement Class Members might have been  
2 able to recover after a trial.

3       Because the Net Settlement Fund is less than the total losses alleged to be  
4 suffered by Class Members, the formulas described below for calculating  
5 Recognized Losses and Recognized Claims are not intended to estimate the  
6 amount that will actually be paid to Authorized Claimants. Rather, these formulas  
7 provide the basis on which the Net Settlement Fund will be distributed among  
8 Authorized Claimants.

9       The Plan of Allocation generally measures the amount of loss that a  
10 Settlement Class Member can claim for purposes of the Claims Administrator  
11 making pro rata allocations of the Net Settlement Fund to Authorized Claimants.  
12 For losses to be compensable under the federal securities laws, the disclosure of  
13 the allegedly misrepresented information must be the cause of the decline in the  
14 price of the security. In this case, Lead Plaintiffs allege that Defendants issued  
15 false statements and omitted material facts during the period from November 22,  
16 2010 until August 18, 2011, which inflated the price of HP publicly traded  
17 common stock. It is alleged that corrective information that occurred on the  
18 afternoon of August 18, 2011 impacted the market price of HP publicly traded  
19 common stock on August 19, 2011, in a statistically significant manner and  
20 removed the alleged artificial inflation from the stock price. Accordingly, in order  
21 to have a compensable loss, HP publicly traded common stock must have been  
22 purchased or otherwise acquired during the Class Period and held through at least  
23 the corrective disclosure listed above.

24       Defendants, their respective counsel, and all other Released Defendant  
25 Parties will have no responsibility or liability whatsoever for the investment of the  
26 Settlement Fund, the distribution of the Net Settlement Fund, the Plan of  
27 Allocation or the payment of any claim. Lead Plaintiffs and Co-Lead Counsel  
28

1 likewise will have no liability for their reasonable efforts to execute, administer,  
2 and distribute the Settlement.

### 3 **CALCULATION OF RECOGNIZED LOSS AMOUNTS**

4 1. For purposes of determining whether a Claimant has a “Recognized  
5 Claim” in the Settlement, purchases, acquisitions, and sales of HP publicly traded  
6 common stock will first be matched on a First In/First Out (“FIFO”) basis as set  
7 forth below.

8 2. For each share of HP publicly traded common stock purchased or  
9 otherwise acquired during the Class Period and sold before the close of trading on  
10 November 16, 2011,<sup>3</sup> an “Out of Pocket Loss” will be calculated by the Claims  
11 Administrator. Out of Pocket Loss is defined as the purchase price (excluding all  
12 fees, taxes, and commissions) minus the sale price (excluding all fees, taxes, and  
13 commissions). To the extent the calculation of the Out of Pocket Loss results in a  
14 negative number, that number shall be set to zero.

15 3. A “Recognized Loss Amount” will be calculated by the Claims  
16 Administrator as set forth below for each HP publicly traded common stock share  
17 purchased or otherwise acquired during the Class Period (November 22, 2010 to  
18

---

19 <sup>3</sup> November 16, 2011 represents the last day of the 90-day period subsequent to the  
20 Class Period (the “90-day look back period”). The Private Securities Litigation  
21 Reform Act of 1995 (“PSLRA”) imposes a statutory limitation on recoverable  
22 damages using the 90-day look back period. This limitation is incorporated into  
23 the calculation of a Settlement Class Member’s Recognized Loss Amount.  
24 Specifically, a Settlement Class Member’s Recognized Loss Amount cannot  
25 exceed the difference between the purchase price paid for the HP publicly traded  
26 common stock and the average price of HP publicly traded common stock during  
27 the 90-day look back period if the share was held through November 16, 2011, the  
28 end of the 90-day look back period. Losses on HP publicly traded common stock  
purchased/acquired during the Class Period and sold *during* the 90-day look back  
period cannot exceed the difference between the purchase price paid for the HP  
publicly traded common stock and the average price of HP publicly traded  
common stock during the portion of the 90-day look back period elapsed as of the  
date of sale.



1 and through August 18, 2011), that is listed in the Proof of Claim and for which  
2 adequate documentation is provided. To the extent that the calculation of a  
3 Claimant's Recognized Loss Amount results in a negative number, that number  
4 shall be set to zero.

5 4. For each share of HP publicly traded common stock purchased or  
6 acquired during the Class Period, and:

7 A. Sold prior to August 19, 2011, the Recognized Loss Amount for each  
8 share shall be zero.

9 B. Sold on or after August 19, 2011, and before the close of trading on  
10 November 16, 2011, the Recognized Loss Amount for each share  
11 shall be **the lesser of:**

12 (i) \$6.14;

13 (ii) the purchase/acquisition price of each such share (excluding all  
14 fees, taxes and commissions) *minus* the average closing price  
15 between August 19, 2011 and the date of sale as set forth in  
16 **Table 1** below; or

17 (iii) the Out of Pocket Loss.

18 C. Held as of the close of trading on November 16, 2011, the Recognized  
19 Loss Amount for each share shall be **the lesser of:**

20 (i) \$6.14; or

21 (ii) the purchase/acquisition price (excluding all fees, taxes, and  
22 commissions) *minus* \$24.97 (the average closing price of HP  
23 publicly traded common stock between August 19, 2011 and  
24 November 16, 2011, as shown on the last line of **Table 1**  
25 below).

26 5. The Recognized Loss Amount as calculated in Paragraph 4 above  
27 shall be reduced by an additional factor to reflect the increased litigation risk for  
28 purchases made prior to June 1, 2011. For purchases/acquisitions of HP publicly  
traded common stock made between November 22, 2010 and February 8, 2011,  
inclusive, the Recognized Loss Amount from Paragraph 4 will be reduced by 50%.

1 For purchases/acquisitions of HP publicly traded common stock made between  
2 February 9, 2011 and May 31, 2011, inclusive, the Recognized Loss Amount from  
3 Paragraph 4 will be reduced by 25%. These percentage reductions reflect Co-Lead  
4 Counsels' good faith assessment of the relative strength and weaknesses of  
5 Settlement Class Members' claims against the Defendants and upon consideration  
6 of the Court's rulings on Defendants' motions to dismiss.

#### 7 **ADDITIONAL PROVISIONS**

8 If a Settlement Class Member has more than one purchase/acquisition or sale  
9 of HP publicly traded common stock during the Class Period, all  
10 purchases/acquisitions and sales shall be matched on a FIFO basis. Class Period  
11 sales will be matched first against any holdings at the beginning of the Class  
12 Period, and then against purchases/acquisitions in chronological order, beginning  
13 with the earliest purchase/acquisition made during the Class Period.

14 Purchases or acquisitions and sales of HP publicly traded common stock  
15 shall be deemed to have occurred on the "contract" or "trade" date as opposed to  
16 the "settlement" or "payment" date. The receipt or grant by gift, inheritance or  
17 operation of law of HP publicly traded common stock during the Class Period shall  
18 not be deemed a purchase, acquisition or sale of these shares of HP publicly traded  
19 common stock for purposes of the calculation of a Claimant's Recognized Loss  
20 Amount, nor shall the receipt or grant be deemed an assignment of any claim  
21 relating to the purchase/acquisition of such shares of HP publicly traded common  
22 stock unless: (i) the donor or decedent purchased or otherwise acquired such shares  
23 of HP publicly traded common stock during the Class Period; (ii) no Proof of  
24 Claim was submitted by or on behalf of the donor, or the decedent, or by anyone  
25 else with respect to such shares of HP publicly traded common stock; and (iii) it is  
26 specifically so provided in the instrument of gift or assignment.

27 The date of covering a "short sale" is deemed to be the date of purchase or  
28 acquisition of the HP publicly traded common stock. The date of a "short sale" is

1 deemed to be the date of sale of HP publicly traded common stock. In accordance  
2 with the Plan of Allocation, however, the Recognized Loss Amount on “short  
3 sales” is zero. In the event that a Claimant has an opening short position in HP  
4 publicly traded common stock, the earliest Class Period purchases or acquisitions  
5 shall be matched against such opening short position and not be entitled to a  
6 recovery until that short position is fully covered.

7 HP publicly traded common stock is the only security eligible for recovery  
8 under the Plan of Allocation. Option contracts to purchase or sell HP publicly  
9 traded common stock are not securities eligible to participate in the Settlement.  
10 With respect to HP publicly traded common stock purchased or sold through the  
11 exercise of an option, the purchase/sale date of the HP publicly traded common  
12 stock is the exercise date of the option and the purchase/sale price is the exercise  
13 price of the option.

14 The sum of a Claimant’s Recognized Loss Amounts will be the Claimant’s  
15 “Recognized Claim.” A Claimant’s Recognized Claim shall be the amount used  
16 by the Claims Administrator to calculate the Claimant’s pro rata share of the Net  
17 Settlement Fund. If the sum total of Recognized Claims of all Claimants who are  
18 entitled to receive payment out of the Net Settlement Fund is greater than the Net  
19 Settlement Fund, each Claimant shall receive his, her, or its pro rata share of the  
20 Net Settlement Fund. The pro rata share shall be the Claimant’s Recognized Claim  
21 divided by the total of Recognized Claims of all Claimants, multiplied by the total  
22 amount in the Net Settlement Fund.

23 The Net Settlement Fund will be allocated among all Authorized Claimants  
24 whose prorated payment is \$10.00 or greater. If the prorated payment to any  
25 Authorized Claimant calculates to less than \$10.00, it will not be included in the  
26 calculation and no distribution will be made to that Authorized Claimant.

1 Payment in this manner will be deemed conclusive against all Authorized  
2 Claimants. A Recognized Loss will be calculated as defined herein and cannot be  
3 less than zero.

4 Distributions to eligible Authorized Claimants will be made after all claims  
5 have been processed and after the Court has approved the Claims Administrator's  
6 determinations. After an initial distribution of the Net Settlement Fund, if there is  
7 any balance remaining in the Net Settlement Fund after at least six (6) months  
8 from the date of distribution of the Net Settlement Fund (whether by reason of tax  
9 refunds, uncashed checks or otherwise), Co-Lead Counsel shall, if feasible and  
10 economical, reallocate such balance among Authorized Claimants who have  
11 cashed their checks in an equitable and economic fashion. When it is no longer  
12 feasible or economical to redistribute the Net Settlement Fund, any balance that  
13 still remains after payment of Notice and Administration Expenses, Taxes, and  
14 attorneys' fees and expenses, if any, shall be contributed to the Council of  
15 Institutional Investors, a non-profit organization that advocates for corporate  
16 governance measures and shareowner rights.

17 Each Claimant is deemed to have submitted to the jurisdiction of the United  
18 States District Court for the Central District of California with respect to his, her,  
19 or its Proof of Claim.

#### 20 **SPECIAL NOTICE TO SECURITIES BROKERS AND NOMINEES**

21 If you purchased or otherwise acquired the publicly traded common stock of  
22 HP during the Class Period for the beneficial interest of a person or organization  
23 other than yourself, the Court has directed that, **WITHIN SEVEN (7) DAYS OF**  
24 **YOUR RECEIPT OF THIS NOTICE**, you either: (a) provide to the Claims  
25 Administrator the name and last known address of each person or organization for  
26 whom or which you purchased such HP security during such time period; or (b)  
27 request additional copies of this Notice and the Proof of Claim form, which will be  
28 provided to you free of charge, and within seven (7) days mail the Notice and

1 Proof of Claim form directly to the beneficial owners of that security. If you  
2 choose to follow alternative procedure (b), the Court has directed that, upon such  
3 mailing, you send a statement to the Claims Administrator confirming that the  
4 mailing was made as directed. You are entitled to reimbursement from the  
5 Settlement Fund of your reasonable expenses actually incurred in connection with  
6 the foregoing, including reimbursement of postage expense and the cost of  
7 ascertaining the names and addresses of beneficial owners. Those expenses will be  
8 paid upon request and submission of appropriate supporting documentation. All  
9 communications concerning the foregoing should be addressed to the Claims  
10 Administrator:

11 *Hewlett-Packard Securities Litigation*

12 c/o GCG

13 P.O. Box 10056

14 Dublin, OH 43017-6656

15  
16 Dated: \_\_\_\_\_, 2014

17 BY ORDER OF THE UNITED  
18 STATES DISTRICT COURT FOR  
19 THE CENTRAL DISTRICT OF  
20 CALIFORNIA

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**TABLE 1**  
HP Closing Price and Average Closing Price  
August 19, 2011—November 16, 2011

Date	Closing Price	Average Closing Price Between August 19, 2011, and Date In First Column
8/19/2011	\$23.60	\$23.60
8/22/2011	\$24.45	\$24.03
8/23/2011	\$24.54	\$24.20
8/24/2011	\$25.21	\$24.45
8/25/2011	\$25.03	\$24.57
8/26/2011	\$24.82	\$24.61
8/29/2011	\$26.12	\$24.82
8/30/2011	\$26.05	\$24.98
8/31/2011	\$26.03	\$25.09
9/1/2011	\$25.67	\$25.15
9/2/2011	\$24.34	\$25.08
9/6/2011	\$23.63	\$24.96
9/7/2011	\$24.14	\$24.89
9/8/2011	\$23.87	\$24.82
9/9/2011	\$22.65	\$24.68
9/12/2011	\$22.58	\$24.55
9/13/2011	\$22.70	\$24.44
9/14/2011	\$22.93	\$24.35
9/15/2011	\$23.27	\$24.30
9/16/2011	\$23.53	\$24.26
9/19/2011	\$22.91	\$24.19
9/20/2011	\$22.47	\$24.12
9/21/2011	\$23.98	\$24.11
9/22/2011	\$22.80	\$24.06
9/23/2011	\$22.32	\$23.99
9/26/2011	\$22.71	\$23.94
9/27/2011	\$23.59	\$23.92
9/28/2011	\$23.19	\$23.90
9/29/2011	\$23.78	\$23.89
9/30/2011	\$22.45	\$23.85
10/3/2011	\$22.20	\$23.79
10/4/2011	\$23.02	\$23.77
10/5/2011	\$23.86	\$23.77
10/6/2011	\$25.05	\$23.81
10/7/2011	\$24.88	\$23.84

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Date	Closing Price	Average Closing Price Between August 19, 2011, and Date In First Column
10/10/2011	\$25.74	\$23.89
10/11/2011	\$25.92	\$23.95
10/12/2011	\$25.87	\$24.00
10/13/2011	\$25.63	\$24.04
10/14/2011	\$26.11	\$24.09
10/17/2011	\$24.86	\$24.11
10/18/2011	\$25.61	\$24.15
10/19/2011	\$24.98	\$24.16
10/20/2011	\$24.74	\$24.18
10/21/2011	\$25.38	\$24.20
10/24/2011	\$26.02	\$24.24
10/25/2011	\$25.05	\$24.26
10/26/2011	\$25.75	\$24.29
10/27/2011	\$26.99	\$24.35
10/28/2011	\$27.94	\$24.42
10/31/2011	\$26.61	\$24.46
11/1/2011	\$25.64	\$24.48
11/2/2011	\$25.91	\$24.51
11/3/2011	\$26.84	\$24.55
11/4/2011	\$26.97	\$24.60
11/7/2011	\$27.88	\$24.66
11/8/2011	\$27.84	\$24.71
11/9/2011	\$26.33	\$24.74
11/10/2011	\$26.76	\$24.78
11/11/2011	\$27.58	\$24.82
11/14/2011	\$27.32	\$24.86
11/15/2011	\$28.24	\$24.92
11/16/2011	\$27.93	\$24.97

# **Exhibit A-2**



1 MOTLEY RICE LLP  
Mark I. Labaton (Bar No. 159555)  
2 mlabaton@motleyrice.com  
1801 Century Park East, #475  
3 Los Angeles, California 90067  
Telephone: (310) 552-7992  
4 Facsimile: (310) 552-8054

5 LABATON SUCHAROW LLP  
Jonathan Gardner (*pro hac vice*)  
6 140 Broadway  
New York, New York 10005  
7 Telephone: (212) 907-0700  
Facsimile: (212) 818-0477

8 *Attorneys for Lead Plaintiff*  
9 *Institutional Investor Group and*  
10 *Co-Lead Counsel for the Class*

11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

13 IN RE HEWLETT-PACKARD  
14 COMPANY SECURITIES  
LITIGATION

Case No. SACV 11-1404 AG (RNBx)

**PROOF OF CLAIM**

1 **I. GENERAL INSTRUCTIONS**

2 1. To be eligible to recover from the Net Settlement Fund in the action  
3 entitled *In re Hewlett-Packard Company Securities Litigation*, Case No. SACV  
4 11-1404 AG (RNBx) (C.D. Cal.) (the “Action”), you must complete and, on page  
5 \_\_\_ hereof, sign this Proof of Claim form. If you fail to submit a properly  
6 completed and addressed Proof of Claim form, your claim may be rejected and  
7 you may be precluded from any recovery from the Net Settlement Fund created  
8 in connection with the Settlement of the Action.

9 2. Submission of this Proof of Claim form, however, does not assure  
10 that you will share in the Net Settlement Fund.

11 3. YOU MUST MAIL OR SUBMIT YOUR COMPLETED AND  
12 SIGNED PROOF OF CLAIM FORM SO THAT IT IS POSTMARKED OR  
13 RECEIVED NO LATER THAN \_\_\_\_\_, 2014, ADDRESSED AS  
14 FOLLOWS:

15 *HEWLETT-PACKARD SECURITIES LITIGATION*

16 c/o GCG

17 P.O. Box 10056

18 Dublin, OH 43017-6656

19 (877) 782-8059

20 4. If you are NOT a Settlement Class Member (as defined in the  
21 Notice of Pendency and Proposed Class Action Settlement and Motion for  
22 Attorneys’ Fees and Expenses (“Notice”) that accompanies this Proof of Claim),  
23 DO NOT submit a Proof of Claim form.

24 5. If you are a Settlement Class Member and have not requested  
25 exclusion, you will be bound by the terms of the Settlement and any judgment  
26 entered in the Action, WHETHER OR NOT YOU SUBMIT A PROOF OF  
27 CLAIM FORM.  
28

1 **II. DEFINITIONS**

2 Capitalized terms not defined in this Proof of Claim have the same meaning  
3 as set forth in the Notice that accompanies this Proof of Claim form and in the  
4 Stipulation and Agreement of Settlement, dated as of March 31, 2014 (the  
5 “Settlement Agreement”).

6 **III. IDENTIFICATION OF CLAIMANT**

7 1. If you purchased or otherwise acquired HP publicly traded common  
8 stock on the open market during the Class Period and held the stock in your  
9 name, you are the beneficial purchaser as well as the record purchaser. If,  
10 however, you purchased or otherwise acquired HP publicly traded common stock  
11 but the shares were registered in the name of a third party, such as a nominee or  
12 brokerage firm, you are the beneficial purchaser and the third party is the record  
13 purchaser.

14 2. Use Part I of this form entitled “Claimant Identification” to identify  
15 each purchaser of record (“nominee”), if different from the beneficial purchaser of  
16 HP publicly traded common stock which form the basis of this claim. **THIS**  
17 **CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER OR**  
18 **PURCHASERS, OR THE LEGAL REPRESENTATIVE OF SUCH**  
19 **PURCHASER OR PURCHASERS, OF THE COMMON STOCK UPON**  
20 **WHICH THIS CLAIM IS BASED.**

21 **NOTE:** Separate Proofs of Claim should be submitted for each separate  
22 legal entity (for example, a claim from joint owners should not include separate  
23 transactions of just one of the joint owners, and an individual should not combine  
24 his or her IRA transactions with transactions made solely in the individual’s  
25 name). Conversely, a single Proof of Claim should be submitted on behalf of one  
26 legal entity, including all transactions made by that entity, no matter how many  
27 separate accounts that entity has (for example, a corporation with multiple  
28 brokerage accounts should include all transactions made in HP publicly traded

1 common stock during the Class Period on one Proof of Claim, no matter how many  
2 accounts the transactions were made in). All joint purchasers must sign this  
3 claim. Executors, administrators, guardians, conservators, and trustees must  
4 complete and sign this claim form on behalf of Persons represented by them  
5 and proof of their authority must accompany this claim and their titles or  
6 capacities must be stated. The Social Security (or taxpayer identification) number  
7 and telephone number of the beneficial owner may be used in verifying the claim.  
8 Failure to provide the foregoing information could delay verification of the claim  
9 or result in rejection of the claim.

#### 10 **IV. IDENTIFICATION OF TRANSACTIONS**

11 1. Use Part II of this form entitled “Schedule of Transactions in HP  
12 Publicly Traded Common Stock” to supply all required details of your  
13 transaction(s) in HP publicly traded common stock. If you need more space or  
14 additional schedules, attach separate sheets giving all of the required information  
15 in substantially the same form. Sign and print or type your name on each  
16 additional sheet.

17 2. On the schedules, provide all of the requested information with  
18 respect to: (i) *all* of your holdings of HP publicly traded common stock as of  
19 the beginning of trading on November 22, 2010; (ii) *all* of your purchases,  
20 acquisitions, and sales of HP publicly traded common stock which took place at  
21 any time beginning November 22, 2010 through and including [date]; and (iii)  
22 proof of your holdings in HP publicly traded common stock as of the close of  
23 trading on [date] whether such transactions resulted in a profit or a loss. Failure  
24 to report all such transactions may result in the rejection of your claim.

25 3. List each transaction separately and in chronological order, by trade  
26 date, beginning with the earliest. You must accurately provide the month, day,  
27 and year of each transaction you list.  
28

1           4.     Broker confirmations or other documentation of your transactions in  
2 HP publicly traded common stock must be attached to your claim. Do not send  
3 originals. Please keep copies of all documents that you send to the Claims  
4 Administrator. Failure to provide this documentation could delay verification of  
5 your claim or result in rejection of your claim. The Settling Parties and the Claims  
6 Administrator do not independently have information about your transactions in  
7 HP publicly traded common stock. The Claims Administrator may also request  
8 additional information as needed to efficiently and reliably calculate your losses.

9           5.     A purchase or sale of HP publicly traded common stock shall be  
10 deemed to have occurred on the “contract” or “trade” date as opposed to the  
11 “settlement” or “payment” date; please provide only “contract” or “trade” dates in  
12 your claim.

13           6.     NOTICE REGARDING ELECTRONIC FILES: Certain claimants  
14 with large numbers of transactions may request, or may be requested, to submit  
15 information regarding their transactions in electronic files. If you wish to file  
16 your claim electronically, you must call the Claims Administrator toll-free  
17 at \_\_\_\_\_, send an e-mail to \_\_\_\_\_, or visit the website for this  
18 Settlement at \_\_\_\_\_ to obtain the required file layout. No electronic files  
19 will be considered to have been properly submitted unless the Claims  
20 Administrator issues to the claimant a report listing all transactions contained in  
21 the electronic file. Do not assume that your file has been received or processed  
22 until you receive this report.

23           7.     To be considered timely, a Proof of Claim must be submitted to  
24 the Claims Administrator so that it is **postmarked or received, on or before**  
25 \_\_\_\_\_, **2014** in accordance with the above instructions. In all other  
26 cases, a Proof of Claim shall be deemed to have been submitted when actually  
27 received by the Claims Administrator.  
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8. You should be aware that it will take a significant amount of time to process fully all of the Proofs of Claim and to administer the Settlement. This work will be completed as promptly as time permits, given the need to investigate and tabulate each Proof of Claim. Please notify the Claims Administrator of any change of address.

1 MUST BE  
2 POSTMARKED OR  
3 RECEIVED NO  
4 LATER THAN  
5 \_\_\_\_\_ 2014

*In re Hewlett-Packard Company Securities  
Litigation*  
**PROOF OF CLAIM AND RELEASE**  
Use Blue or Black Ink Only

For Official Use Only

4 **PART I: CLAIMANT IDENTIFICATION** - Complete either Section A or B and then proceed to C. Please  
5 type or print.

6 A. Complete this Section ONLY if the Beneficial Owner is an individual, joint, or IRA account. Otherwise,  
7 proceed to B.

8 Last Name (Beneficial Owner)

First Name (Beneficial Owner)

9 Last Name (Joint Beneficial Owner, if applicable)

First Name (Joint Beneficial Owner, applicable)

10 Name of Custodian, if applicable

11  
12  
13 If this account is an IRA, and if you would like any check that you MAY be eligible to receive made  
14 payable to the IRA account, please include "IRA" in the "Last Name" box above (e.g., Jones IRA).

15 B. Complete this Section ONLY if the Beneficial Owner is an Entity; i.e., corporation, trust, estate, etc. Then,  
16 proceed to C.

17 Entity Name

18 Name of Representative, if applicable (Executor, administrator, trustee, c/o, etc.)

19  
20 C. Account/Mailing Information:

21 Specify one of the following:

22  Individual(s)  Corporation  UGMA Custodian  IRA  Partnership  Estate  Trust

23  Other:

24 Number and Street or P.O. Box

25 City

State

Zip Code

27 Foreign Province and Postal Code

Foreign Country

28 Telephone Number (Day)

Telephone Number (Evening)

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Email Address

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**PART II: SCHEDULE OF TRANSACTIONS IN HEWLETT-PACKARD  
PUBLICLY TRADED COMMON STOCK**

**HEWLETT-PACKARD PUBLICLY TRADED COMMON STOCK – CUSIP No. 428236103 ONLY**

*YOU MUST SUBMIT DOCUMENTATION SUPPORTING  
THE INFORMATION BELOW.*

**COMMON STOCK BEGINNING HOLDINGS**

1. Number of shares of HP publicly traded common stock held at the close of trading on **November 21, 2010**.  
(If none, write “zero” or “0”; if other than zero, must be documented)

--

Number of Shares

**COMMON STOCK PURCHASES**

2. List (in chronological order) all purchases and/or acquisitions of HP publicly traded common stock made between **November 22, 2010** and [date], inclusive:

Check Box if result of an Option Exercised/Assigned	Date(s) of Purchase (List Chronologically) Month/Date/ Year	Number of Shares of Common Stock Purchased	Purchase Price Per Share of Common Stock	Amount Paid (Excluding Commissions, Taxes & Fees)	Purchased on the Open Market	
					Yes	No
<input type="checkbox"/>	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

**COMMON STOCK SALES**

3. List (in chronological order) all sales of HP publicly traded common stock made between **November 22, 2010** and [date], inclusive.

Check Box if result of an Option Exercised/Assigned	Date(s) of Sale (List Chronologically) Month/Date/ Year	Number of Shares of Common Stock Sold	Sale Price Per Share of Common Stock	Amount Received (Excluding Commissions, Taxes & Fees)	Sold on the Open Market	
					Yes	No
<input type="checkbox"/>	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

**IF ANY OF THE ABOVE TRANSACTIONS RELATE TO SHORT SALES, PLEASE CHECK THIS BOX**   
IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, PHOTOCOPY THIS PAGE

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**COMMON STOCK ENDING HOLDINGS**

4. Number of shares of Hewlett-Packard publicly traded common stock *held at the close of trading on [date]:*  
(If none, write "zero" or "0"; if other than zero, must be documented)

Number of Shares

1 **V. SUBMISSION TO JURISDICTION OF COURT AND**  
2 **ACKNOWLEDGMENTS**

3 By signing and submitting this Proof of Claim form, the claimant(s) or the  
4 person(s) acting on behalf of the claimant(s) certify(ies) that: I (We) submit this  
5 Proof of Claim form under the terms of the Plan of Allocation of Net  
6 Settlement Fund described in the accompanying Notice. I (We) also submit to  
7 the jurisdiction of the United States District Court for the Central District of  
8 California, Southern Division (the "Court"), with respect to my (our) claim as a  
9 Settlement Class Member(s) and for purposes of enforcing the releases set forth  
10 herein. I (We) further acknowledge that I (we) will be bound by the terms of any  
11 judgment entered in connection with the Settlement in the Action, including the  
12 releases set forth therein. I (We) agree to furnish additional information to the  
13 Claims Administrator to support this claim, such as additional documentation for  
14 transactions in HP publicly traded common stock, if required to do so. I (We)  
15 have not submitted any other claim covering the same purchases, acquisitions or  
16 sales of HP publicly traded common stock during the Class Period and know of no  
17 other person having done so on my (our) behalf.

18 **VI. RELEASES AND WARRANTIES**

19 1. I (We) hereby acknowledge full and complete satisfaction of, and do  
20 hereby fully, finally, and forever settle, release, and discharge with prejudice the  
21 Released Claims as to each and all of the Released Defendant Parties (as these  
22 terms are defined in the accompanying Notice).

23 2. I (We) hereby acknowledge that I (we) will not be entitled to receive  
24 recovery in any other action against any of the Released Defendant Parties based  
25 on or arising out of the Released Claims (as these terms are defined in the  
26 accompanying Notice).

27 3. I (We) hereby warrant and represent that I am (we are) a Settlement  
28 Class Member as defined in the Notice, that I am (we are) not excluded from the

1 Settlement Class, that I am (we are) not one of the “Released Defendant Parties”  
2 as defined in the accompanying Notice, and that I (we) believe I am (we are)  
3 eligible to receive a distribution from the Net Settlement Fund under the terms and  
4 conditions of the Plan of Allocation, as set forth in the Notice.

5 4. This release shall be of no force or effect unless and until the Court  
6 approves the Settlement and it becomes effective on the Effective Date.

7 5. I (We) hereby warrant and represent that I (we) have not assigned or  
8 transferred or purported to assign or transfer, voluntarily or involuntarily, any  
9 matter released pursuant to this release or any other part or portion thereof.

10 6. I (We) hereby warrant and represent that I (we) have included  
11 information about all of my (our) purchases, acquisitions, and sales and other  
12 transactions in HP publicly traded common stock which occurred during the Class  
13 Period and the number of shares held by me (us) at the beginning of trading on  
14 November 22, 2010 and at the close of trading on [date].

15 **VII. CERTIFICATION**

16 Enter Taxpayer Identification Number (“TIN”) on the appropriate line.

- 17 • For individuals, this is your Social Security Number (“SSN”).
- 18 • However, for a resident alien, sole proprietor, or disregarded entity, *see* Part  
19 I of W-9 instructions.
- 20 • For sole proprietors, you must show your individual name, but you may  
21 also enter your business or “doing business as” name. You may enter  
22 either your SSN or your Employer Identification Number (“EIN”).
- 23 • For other entities, it is your EIN.

24 Social Security Number (for                      or                      Employer Identification Number  
25 individuals)

26

26

1 If you are exempt from backup withholding, enter your current TIN above  
2 and write "exempt" on the following line: \_\_\_\_\_  
3

4 UNDER THE PENALTY OF PERJURY, I (WE) CERTIFY THAT:

- 5 1. The number shown on this form is my current SSN; TIN; or EIN; and  
6 2. I (We) certify that I am (we are) NOT subject to backup withholding  
7 under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code  
8 because: (a) I am (we are) exempt from backup withholding; or (b) I (we) have  
9 not been notified by the Internal Revenue Service that I am (we are) subject to  
10 backup withholding as a result of a failure to report all interest or dividends; or (c)  
11 the Internal Revenue Service has notified me (us) that I am (we are) no longer  
12 subject to backup withholding.

13 *NOTE:* If you have been notified by the Internal Revenue Service that you are  
14 subject to backup withholding, please strike out the language that you are not  
15 subject to backup withholding in the certification above.

16 I (We) declare that all of the foregoing information supplied by the  
17 undersigned is true and correct.

18 Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in

19 \_\_\_\_\_,  
20 (City) (State/County)

21 \_\_\_\_\_  
22 Signature of Claimant (Type or print name of Claimant)

23 \_\_\_\_\_  
24 Signature of Joint Claimant, if any (Type or print name of Joint  
25 Claimant, if any)

26 \_\_\_\_\_  
27 Signature of person signing on behalf (Type or print name of person signing,  
28 of Claimant on behalf of Claimant)

1  
2  
3 Capacity of person signing on behalf of Claimant, if other than an individual  
(e.g., Administrator, Executor, Trustee, President, Custodian, Power of Attorney,  
4 etc.)

5 **Reminder Checklist:**

- 6 1. Please sign the above release and certification. If this Proof of Claim is  
7 submitted on behalf of joint claimants, then both claimants must sign.  
8 2. Remember to attach supporting documentation, if available. DO NOT  
9 HIGHLIGHT THE PROOF OF CLAIM FORM OR YOUR SUPPORTING  
10 DOCUMENTATION.  
11 3. Do NOT send original stock certificates or original brokerage statements.  
12 4. Keep a copy of your Proof of Claim form for your records.  
13 5. The Claims Administrator will acknowledge receipt of your Proof of  
14 Claim by mail, within 60 days. Your claim is not deemed submitted  
15 until you receive an acknowledgment postcard. If you do not receive  
16 an acknowledgment postcard within 60 days, please call the Claims  
17 Administrator toll free at \_\_\_\_\_.  
18 6. If you move after submitting this Proof of Claim, please notify the Claims  
19 Administrator of the change in your address.  
20 7. If you have any questions regarding your Proof of Claim, please contact the  
21 Claims Administrator at the address below.

22 **THIS PROOF OF CLAIM MUST BE POSTMARKED OR RECEIVED NO**  
23 **LATER THAN \_\_\_\_\_, 2014.**

24 *Hewlett-Packard Securities Litigation*

25 c/o GCG

26 P.O. Box 10056

27 Dublin, OH 43017-6656

28 (877) 782-8059

# **Exhibit A-3**

1 MOTLEY RICE LLP  
2 Mark I. Labaton (Bar No. 159555)  
3 mlabaton@motleyrice.com  
4 1801 Century Park East, #475  
5 Los Angeles, California 90067  
6 Telephone: (310) 552-7992  
7 Facsimile: (310) 552-8054

8 LABATON SUCHAROW LLP  
9 Jonathan Gardner (*pro hac vice*)  
10 140 Broadway  
11 New York, New York 10005  
12 Telephone: (212) 907-0700  
13 Facsimile: (212) 818-0477

14 *Attorneys for Lead Plaintiff*  
15 *Institutional Investor Group and*  
16 *Co-Lead Counsel for the Class*

17 UNITED STATES DISTRICT COURT  
18 CENTRAL DISTRICT OF CALIFORNIA  
19 SOUTHERN DIVISION

20 IN RE HEWLETT-PACKARD  
21 COMPANY SECURITIES  
22 LITIGATION

Case No. SACV 11-1404 AG (RNBx)

23 **SUMMARY NOTICE OF PENDENCY**  
24 **AND CLASS ACTION SETTLEMENT**  
25 **AND MOTION FOR ATTORNEYS’**  
26 **FEES AND EXPENSES**

27 **TO: ALL PERSONS OR ENTITIES THAT PURCHASED OR**  
28 **OTHERWISE ACQUIRED SHARES OF HEWLETT-PACKARD**  
**COMPANY PUBLICLY TRADED COMMON STOCK IN THE**  
**OPEN MARKET DURING THE PERIOD FROM NOVEMBER 22,**  
**2010 TO AND THROUGH AUGUST 18, 2011, AND WERE**  
**DAMAGED THEREBY (“SETTLEMENT CLASS”).**

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the Central District of California, that a settlement with Hewlett Packard Company (“HP”), Léo Apotheker, and R. Todd Bradley (the “Individual Defendants,” and together with HP, the “Defendants”) in the amount of \$57,000,000 has been proposed by the Settling Parties.



1 A hearing will be held before the Honorable Andrew J. Guilford, United  
2 States District Judge, on \_\_\_\_\_, 2014 at 10:00 a.m. in Courtroom 10D of  
3 the United States Courthouse, 411 West Fourth Street, Santa Ana, California  
4 92701 for the purpose of determining, among other things, (i) whether the  
5 proposed Settlement is fair, reasonable, and adequate and should be approved; (ii)  
6 whether, thereafter, this Action should be dismissed with prejudice as set forth in  
7 the Stipulation and Agreement of Settlement, dated as of March 31, 2014; (iii)  
8 whether the Plan of Allocation of the Net Settlement Fund is fair and reasonable  
9 and should be approved; and (iv) the reasonableness of the application of  
10 Plaintiffs' Counsel for the payment of attorney's fees and expenses, with interest,  
11 incurred in connection with this Action. The Court has reserved the right to  
12 reschedule the hearing without further notice.

13 If you are a member of the Settlement Class described above, your rights  
14 may be affected by this Action and the proposed Settlement thereof. If you have  
15 not received the detailed Notice of Pendency and Proposed Class Action  
16 Settlement and Motion for Attorneys' Fees and Expenses (the "Notice") and Proof  
17 of Claim form, you may obtain them by contacting the Claims Administrator:

18 *HEWLETT-PACKARD SECURITIES LITIGATION*

19 c/o GCG

20 P.O. Box 10056

21 Dublin, OH 43017-6656

22 (877) 782-8059

23 Inquiries, other than requests for information about the status of a claim,  
24 may also be made to Co-Lead Counsel:

25 **LABATON SUCHAROW LLP**

26 Jonathan Gardner, Esq.

27 140 Broadway

28 New York, NY 10005

1-888-219-6877

www.labaton.com

**MOTLEY RICE LLC**

Gregg S. Levin, Esq.

28 Bridgeside Boulevard

Mt. Pleasant, South Carolina 29464

1-843-216-9000

www.motleyrice.com

1 settlementquestions@labaton.com HPsettlementquestions@motleyrice.com

2 If you are a member of the Settlement Class and wish to share in the  
3 Settlement proceeds, you must submit a Proof of Claim **postmarked or received**  
4 **no later than \_\_\_\_\_, 2014** establishing that you are entitled to recovery.  
5 As further described in the Notice, you will be bound by any judgment entered in  
6 the Action, regardless of whether you submit a Proof of Claim, unless you exclude  
7 yourself from the Settlement Class, in accordance with the procedures set forth in  
8 the Notice, **no later than \_\_\_\_\_, 2014**. Any objections to the Settlement,  
9 Plan of Allocation, or Plaintiffs' Counsel's request for attorney's fees and expenses  
10 must be filed and served, in accordance with the procedures set forth in the Notice,  
11 such that they are **received no later than \_\_\_\_\_, 2014**.

12 **PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S**  
13 **OFFICE ABOUT THIS NOTICE.**

14 DATED: \_\_\_\_\_, 2014

15 BY ORDER OF THE UNITED STATES  
16 DISTRICT COURT FOR THE  
17 CENTRAL DISTRICT OF CALIFORNIA

## **Exhibit B**

1 MOTLEY RICE LLP  
Mark I. Labaton (Bar No. 159555)  
2 mlabaton@motleyrice.com  
1801 Century Park East, #475  
3 Los Angeles, California 90067  
Telephone: (310) 552-7992  
4 Facsimile: (310) 552-8054

5 LABATON SUCHAROW LLP  
Jonathan Gardner (*pro hac vice*)  
6 140 Broadway  
New York, New York 10005  
7 Telephone: (212) 907-0700  
Facsimile: (212) 818-0477

8 *Attorneys for Lead Plaintiff*  
9 *Institutional Investor Group and*  
10 *Co-Lead Counsel for the Class*

11 UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
12 SOUTHERN DIVISION

13 IN RE HEWLETT-PACKARD  
14 COMPANY SECURITIES  
15 LITIGATION

Case No. SACV 11-1404 AG (RNBx)

**[PROPOSED] FINAL JUDGMENT  
AND ORDER**

16  
17 Judge: Hon. Andrew J. Guilford  
Dept.: Courtroom 10D  
18 Complaint Filed: October 19, 2012  
19 Trial Date: October 7, 2014

1           WHEREAS, this matter came before the Court for a hearing pursuant to the  
2 Order of this Court entered on \_\_\_\_\_, 2014 (the “Preliminary Approval  
3 Order”), on the application of the Settling Parties for approval of the Settlement set  
4 forth in the Stipulation and Agreement of Settlement (the “Settlement  
5 Agreement”), executed as of March 31, 2014 and filed with the Court on  
6 \_\_\_\_\_, 2014;

7           WHEREAS, all capitalized terms used herein have the meanings set forth  
8 and defined in the Settlement Agreement;

9           WHEREAS, the Court has received declarations attesting to the mailing of  
10 the Notice and publication of the Summary Notice in accordance with the  
11 Preliminary Approval Order;

12           WHEREAS, due and adequate notice having been given to the Settlement  
13 Class as required by the Preliminary Approval Order, and the Court having  
14 considered all papers filed and proceedings in this Action and otherwise being  
15 fully informed of the matters herein, and good cause appearing therefore;

16           IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

17           1.       This Court has jurisdiction over the subject matter of this Action,  
18 including the terms and conditions of the Settlement Agreement and all exhibits  
19 thereto and the Plan of Allocation of the Net Settlement Fund, and over all parties  
20 to the Action and all Settlement Class Members.

21           2.       The Court hereby finally certifies the following class for the purposes  
22 of Settlement only (the “Settlement Class”), pursuant to Rules 23(a) and Rule  
23 23(b)(3) of the Federal Rules of Civil Procedure: all persons and entities that,  
24 during the period from November 22, 2010 to and through August 18, 2011 (the  
25 “Class Period”), purchased or otherwise acquired shares of Hewlett-Packard  
26 Company’s publicly traded common stock in the open market, and were damaged  
27 thereby. Excluded from the Settlement Class are: the Defendants; members of the  
28 Immediate Families of the Individual Defendants; all of HP’s subsidiaries and

1 affiliates; any person who is or was an officer or director of HP or any of HP's  
2 subsidiaries or affiliates during the Class Period; any entity in which any  
3 Defendant has a controlling interest; and the legal representatives, heirs,  
4 successors, and assigns of any such excluded person or entity. Also excluded from  
5 the Settlement Class are those persons and entities listed on Exhibit A hereto who  
6 submitted valid and timely requests for exclusion from the Settlement Class in  
7 accordance with the requirements set forth in the Notice.

8 3. The Court hereby affirms its appointment of Lead Plaintiffs Arkansas  
9 Teacher Retirement System, Union Asset Management Holding AG, Labourers'  
10 Pension Fund of Central and Eastern Canada, LIUNA National (Industrial) Pension  
11 Fund and LIUNA Staff & Affiliates Pension Fund as Class Representatives for the  
12 Settlement Class and Labaton Sucharow LLP and Motley Rice LLC as Class  
13 Counsel for the Settlement Class.

14 4. This Court finds that the distribution of the Notice, the publication of  
15 the Summary Notice, and the notice methodology all were implemented in  
16 accordance with the terms of the Settlement Agreement and the Court's  
17 Preliminary Approval Order, and:

18 (a) constituted the best practicable notice to Settlement Class  
19 Members under the circumstances of the Action;

20 (b) were reasonably calculated, under the circumstances, to apprise  
21 Settlement Class Members of: (i) the proposed Settlement of this class action; (ii)  
22 their right to exclude themselves from the Settlement Class; (iii) their right to  
23 object to any aspect of the proposed Settlement; (iv) their right to appear at the  
24 Settlement Hearing, either on their own or through counsel hired at their own  
25 expense, if they are not excluded from the Settlement Class; and (v) the binding  
26 effect of the proceedings, rulings, orders, and judgments in this Action, whether  
27 favorable or unfavorable, on all persons who are not excluded from the Settlement  
28 Class;

1 (c) were reasonable and constituted due, adequate, and sufficient  
2 notice to all persons entitled to be provided with notice; and

3 (d) fully satisfied all applicable requirements of the Federal Rules  
4 of Civil Procedure (including Rules 23(c) and (d)), the United States Constitution  
5 (including the Due Process Clause), Section 21D(a)(7) of the Securities Exchange  
6 Act of 1934, 15 U.S.C. §78u-4(a)(7), as amended by the Private Securities  
7 Litigation Reform Act of 1995 (the “PSLRA”), the Rules of the Court, and any  
8 other applicable law.

9 5. In light of the benefits to the Settlement Class, the complexity,  
10 expense and possible duration of further litigation against the Defendants, and the  
11 risks of establishing liability and damages, pursuant to Rule 23 of the Federal  
12 Rules of Civil Procedure, the Court hereby fully and finally approves the  
13 Settlement as set forth in the Settlement Agreement, and finds that the Settlement  
14 is, in all respects fair, reasonable and adequate, and in the best interests of Lead  
15 Plaintiffs, the Settlement Class, and the Settlement Class Members. This Court  
16 further finds the Settlement set forth in the Settlement Agreement is the result of  
17 arm’s-length negotiations between experienced counsel representing the interests  
18 of Lead Plaintiffs, the Settlement Class, and the Defendants. The Settlement shall  
19 be consummated in accordance with the terms and provisions of the Settlement  
20 Agreement.

21 6. The Second Amended Class Action Complaint for Violations of the  
22 Federal Securities Laws, filed in this Action on October 19, 2012, is hereby  
23 dismissed with prejudice. The Settling Parties are to bear their own costs, except  
24 as otherwise provided in the Settlement Agreement or this Judgment.

25 7. Upon the Effective Date, Lead Plaintiffs and each and every  
26 Settlement Class Member, other than those listed in Exhibit A hereto, on behalf of  
27 themselves and each of their respective heirs, agents, representatives, attorneys,  
28 subsidiaries, affiliates, executors, trustees, administrators, predecessors, successors,

1 assigns, any trust of which any Lead Plaintiff or Settlement Class Member is the  
2 settlor or is for the benefit of a member of their immediate family, and any entity  
3 acting on behalf of a Lead Plaintiff or Settlement Class Member, in their capacity as  
4 a Lead Plaintiff or Settlement Class Member, shall: (i) be deemed to have fully,  
5 finally and forever waived, released, discharged and dismissed each and every one  
6 of the Released Claims, as against each and every one of the Released Defendant  
7 Parties; (ii) be barred and enjoined from commencing, instituting, prosecuting or  
8 maintaining any of the Released Claims against any of the Released Defendant  
9 Parties; and (iii) be deemed to have covenanted not to sue any Released Defendant  
10 Party on the basis of any Released Claims or, unless compelled by operation of law,  
11 to assist any person in commencing or maintaining any suit relating to any Released  
12 Claim against any Released Defendant Party. The foregoing release is given  
13 regardless of whether such Lead Plaintiffs or Settlement Class Members have: (i)  
14 executed and delivered a Proof of Claim; (ii) received the Notice; (iii) participated  
15 in the Settlement Fund; (iv) filed an objection to the Settlement, the proposed Plan  
16 of Allocation, or any application by Plaintiffs' Counsel for attorneys' fees and  
17 expenses; or (v) had their claims approved or allowed. Nothing contained herein  
18 shall, however, bar any action or claim to enforce the terms of the Settlement  
19 Agreement or this Judgment.

20 8. Upon the Effective Date, the Defendants, on behalf of themselves and  
21 each of their respective heirs, agents, representatives, attorneys, affiliates,  
22 executors, trustees, administrators, predecessors, successors and assigns shall: (i) be  
23 deemed to have fully, finally and forever waived, released, discharged and  
24 dismissed each and every one of the Released Defendants' Claims, as against each  
25 and every one of the Released Plaintiff Parties; (ii) be barred and enjoined from  
26 commencing, instituting, prosecuting or maintaining any of the Released  
27 Defendants' Claims against any of the Released Plaintiff Parties; and (iii) be  
28 deemed to have covenanted not to sue any Released Plaintiff Party on the basis of



1 any Released Defendants' Claim or, unless compelled by operation of law, to assist  
2 any person in commencing or maintaining any suit relating to any Released  
3 Defendants' Claim against any Released Plaintiff Party. Nothing contained herein  
4 shall, however, bar any action or claim to enforce the terms of the Settlement  
5 Agreement or this Judgment.

6 9. All Persons whose names appear on Exhibit A hereto are hereby  
7 excluded from the Settlement Class, are not bound by this Judgment, and may not  
8 make any claim with respect to or receive any benefit from the Settlement.

9 10. Neither the Settlement Agreement nor the terms of the Settlement  
10 Agreement shall be offered or received into any action or proceeding for any  
11 purpose, except: (i) in an action or proceeding arising under the Settlement  
12 Agreement or arising out of this Judgment; (ii) in any action or proceeding where  
13 the releases provided pursuant to the Settlement Agreement may serve as a bar to  
14 recovery; or (iii) in any action or proceeding to determine the availability, scope, or  
15 extent of insurance coverage (or reinsurance related to such coverage) for the sums  
16 expended for the Settlement and defense of the Action.

17 11. This Judgment, the Settlement Agreement, and any of their respective  
18 provisions, and any negotiations, proceedings or agreements relating to the  
19 Settlement Agreement and the Settlement, and any matters arising in connection  
20 with settlement negotiations, proceedings or agreements, and all acts performed or  
21 documents executed pursuant to or in furtherance of the Settlement Agreement,  
22 shall not be offered or received against the Released Parties for any purpose, and in  
23 particular, do not:

24 (a) constitute, and shall not be offered or received against the  
25 Released Defendant Parties as evidence of, or construed as, or deemed to be  
26 evidence of any presumption, concession or admission by the Released Defendant  
27 Parties with respect to the truth of any fact alleged by Lead Plaintiffs and the  
28 Settlement Class or the validity of any claim that has been or could have been

1 asserted in the Action or in any action or other proceeding, including but not limited  
2 to the Released Claims, or of any liability, damages, negligence, fault or  
3 wrongdoing of the Released Defendant Parties;

4 (b) constitute, and shall not be offered or received against the  
5 Released Defendant Parties as evidence of a presumption, concession or admission  
6 of any fault, misrepresentation or omission with respect to any statement or written  
7 document approved or made by the Released Defendant Parties, or against the  
8 Released Defendant Parties, Lead Plaintiffs or any other members of the Settlement  
9 Class as evidence of any infirmity in the claims or defenses that have been or could  
10 have been asserted in the Action;

11 (c) constitute, and shall not be offered or received against the  
12 Released Parties, as evidence of a presumption, concession or admission with  
13 respect to any liability, damages, negligence, fault, infirmity or wrongdoing, or in  
14 any way referred to for any other reason against any of the Released Parties, in any  
15 other civil, criminal or administrative action or proceeding, other than such  
16 proceedings as may be necessary to effectuate the provisions of the Settlement  
17 Agreement or this Judgment;

18 (d) constitute, and shall not be construed against the Released  
19 Parties, as an admission or concession that the consideration to be given hereunder  
20 represents the amount which could be or would have been recovered after trial; and

21 (e) constitute, and shall not be construed as or received in evidence  
22 as, an admission, concession or presumption against Lead Plaintiffs or any other  
23 members of the Settlement Class or any of them that any of their claims are without  
24 merit or infirm, that a Settlement Class should not be certified, or that damages  
25 recoverable under the Complaint would not have exceeded the Settlement Amount.

26 12. A separate order shall be entered regarding Plaintiffs' Counsel's  
27 application for attorneys' fees and reimbursement of expenses as allowed by the  
28 Court. A separate order shall be entered regarding the proposed Plan of Allocation

1 for the Net Settlement Fund. Such orders shall in no way disturb or affect this  
2 Judgment and shall be considered separate from this Judgment.

3 13. This Court finds that Lead Plaintiffs and Co-Lead Counsel adequately  
4 represented the Settlement Class under Rules 23(a)(4) and (g) of the Federal Rules  
5 of Civil Procedure for the purpose of negotiating, entering into, and implementing  
6 the Settlement and at all times during the pendency of this Action.

7 14. This Court finds that during the course of the litigation, Lead  
8 Plaintiffs, Plaintiffs' Counsel, Defendants, and Defendants' Counsel at all times  
9 complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure.

10 15. Nothing in this Judgment constitutes or reflects a waiver, release or  
11 discharge of any rights or claims of Defendants against their insurers, or their  
12 insurers' subsidiaries, predecessors, successors, assigns, affiliates, or  
13 representatives.

14 16. The Settling Parties are hereby authorized, without further approval of  
15 the Court, to unanimously agree to and adopt in writing such amendments,  
16 modifications, and expansions of the Settlement Agreement and all exhibits  
17 attached thereto, provided that such amendments, modifications, and expansions of  
18 the Settlement Agreement are done in accordance with the terms of Paragraph 53  
19 of the Settlement Agreement, are not materially inconsistent with this Judgment,  
20 and do not materially limit the rights of Settlement Class Members under the  
21 Settlement Agreement.

22 17. Without further order of the Court, the Settling Parties may agree to  
23 reasonable extensions of time to carry out any of the provisions of the Settlement  
24 Agreement.

25 18. In the event that the Settlement does not become effective in  
26 accordance with the terms of the Settlement Agreement, then this Judgment shall  
27 be rendered null and void to the extent provided by and in accordance with the  
28 Settlement Agreement and shall be vacated, and in such event, all orders entered

1 and releases delivered in connection herewith shall be null and void to the extent  
2 provided by and in accordance with the Settlement Agreement.

3 19. Without affecting the finality of this Judgment in any way, this Court  
4 hereby retains continuing jurisdiction over: (a) implementation of the Settlement  
5 and any award or distribution from the Settlement Fund, and interest earned  
6 thereon; (b) disposition of the Net Settlement Fund; (c) hearing and determining  
7 applications for attorneys' fees, costs, interest and reimbursement of expenses in  
8 the Action; and (d) all Settling Parties for the purpose of construing, enforcing and  
9 administering the Settlement.

10 20. The provisions of this Judgment constitute a full and complete  
11 adjudication of the matters considered and adjudged herein, and the Court  
12 determines that there is no just reason for delay in the entry of judgment. The  
13 Clerk is hereby directed to immediately enter this Judgment.

14  
15 SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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18 \_\_\_\_\_  
19 ANDREW J. GUILFORD  
20 UNITED STATES DISTRICT JUDGE  
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