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**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE HP INC. SECURITIES LITIGATION

Case No. 3:20-cv-01260-SI

**STIPULATION AND AGREEMENT OF
SETTLEMENT**

CLASS ACTION

This Stipulation and Agreement of Settlement dated as of March 2, 2023 (“Stipulation”) is entered into between (a) the State of Rhode Island, Office of the General Treasurer, on behalf of the Employees’ Retirement System of Rhode Island, and Iron Workers Local 580 Joint Funds (together, “Lead Plaintiffs”), on behalf of themselves and the Settlement Class (defined below); and (b) HP Inc. (“HP” or the “Company”), Dion J. Weisler, Catherine A. Lesjak, Steven J. Fieler, and Enrique Lores (collectively, “Defendants,” and together with Lead Plaintiffs, the “Parties”), and embodies the terms and conditions of the settlement of the above-captioned action (“Action”).¹ Subject to the approval of the Court and the terms and conditions expressly provided herein, this Stipulation is intended to fully, finally, and forever compromise, settle, release, resolve, and dismiss with prejudice the Action and all Released Plaintiffs’ Claims (defined below) against Defendants.

¹ All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in ¶ 1 below.

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1 WHEREAS:

2 A. On February 19, 2020, a putative securities class action complaint was filed in the United
3 States District Court for the Northern District of California (“Court”), styled *Electrical Workers Pension*
4 *Fund, Local 103, I.B.E.W. v. HP Inc., et al.*, Case No. 3:20-cv-01260-SI, on behalf of certain purchasers
5 of HP common stock. ECF No. 1.

6 B. By Order dated May 20, 2020, the Court appointed the State of Rhode Island, Office of the
7 General Treasurer, on behalf of the Employees’ Retirement System of the State of Rhode Island and Iron
8 Workers Local 580 Joint Funds as Lead Plaintiffs and approved Lead Plaintiffs’ selection of Kessler Topaz
9 Meltzer & Check, LLP and Bernstein Litowitz Berger & Grossmann LLP as Lead Counsel for the class.
10 ECF No. 33. By the same Order, the Court ordered that the Action be captioned “*In re HP Inc. Securities*
11 *Litigation*,” and the file maintained under No. 3:20-cv-01260-SI.

12 C. On July 20, 2020, Lead Plaintiffs filed the Complaint for Violations of the Federal Securities
13 Laws (“Complaint”). ECF No. 35. The Complaint asserted claims under Sections 10(b), 20(a) and 20A of
14 the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder against Defendants. The
15 Complaint alleged that Defendants made materially false and misleading statements to investors
16 concerning HP’s supplies business during the period between February 23, 2017 and October 3, 2019,
17 inclusive. The Complaint further alleged that the price of HP common stock was artificially inflated during
18 the Class Period as a result of Defendants’ allegedly false and misleading statements, and declined when
19 the truth was revealed through a series of partial disclosures beginning on February 27, 2019.

20 D. On October 2, 2020, Defendants moved to dismiss the Complaint. ECF No. 49. On the same
21 day, Defendants also filed a request for judicial notice. ECF No. 50. On December 11, 2020, Lead Plaintiffs
22 opposed Defendants’ motion to dismiss and request for judicial notice (ECF Nos. 59 & 61) and filed their
23 own request for judicial notice (ECF No. 62). On January 20, 2021, Defendants filed a reply in support of
24 their motion to dismiss (ECF No. 70) and a response/reply to the requests for judicial notice (ECF No. 71).

25 E. The Court held a hearing on Defendants’ motion to dismiss the Complaint on February 5,
26 2021. ECF No. 74.

27 F. On March 19, 2021, the Court issued an Order granting Defendants’ motion to dismiss. ECF
28 No. 83. By the same Order, the Court granted Defendants’ and Lead Plaintiffs’ requests for judicial notice.

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1 The Court also provided Lead Plaintiffs until April 9, 2021 to amend the Complaint. This deadline was
2 subsequently extended to May 3, 2021. ECF No. 87.

3 G. On May 3, 2021, Lead Plaintiffs filed the Amended Complaint for Violations of the Federal
4 Securities Laws (“Amended Complaint”). ECF No. 89.

5 H. On June 4, 2021, Defendants moved to dismiss the Amended Complaint. ECF No. 92. On
6 the same day, Defendants also filed a request for judicial notice. ECF No. 93. On June 25, 2021, Lead
7 Plaintiffs opposed Defendants’ motion to dismiss and request for judicial notice. ECF Nos. 97 & 98. On
8 July 9, 2021, Defendants filed a reply in support of their motion to dismiss and a response to their request
9 for judicial notice. ECF Nos. 101 & 102.

10 I. The Court held a hearing on Defendants’ motion to dismiss the Amended Complaint on
11 September 9, 2021. ECF No. 108.

12 J. On September 15, 2021, the Court issued an Order granting Defendants’ motion to dismiss
13 the Amended Complaint (“MTD Order”). ECF No. 112. On the same day, the Court issued its Judgment.
14 ECF No. 113.

15 K. On October 14, 2021, Lead Plaintiffs appealed the Court’s MTD Order and Judgment to the
16 Ninth Circuit Court of Appeals (“Ninth Circuit”). ECF No. 115. *See State of Rhode Island, et al. v. HP,*
17 *Inc., et al.*, No. 21-16718 (9th Cir.). The Parties fully briefed Lead Plaintiffs’ appeal and oral argument
18 was scheduled for December 5, 2022.

19 L. While Lead Plaintiffs’ appeal was pending, the Parties agreed to discuss the possibility of
20 resolving the Action. After some back-and-forth discussions, the Parties engaged Jed D. Melnick, Esq. of
21 JAMS to assist them as a mediator. The Parties provided Mr. Melnick with letters addressing their views
22 on liability and damages and continued to engage in settlement discussion with the assistance of Mr.
23 Melnick. Mr. Melnick eventually issued a mediator’s proposal to resolve the Action for \$10.5 million,
24 which both sides accepted on November 18, 2022.

25 M. On November 28, 2022, the Parties jointly notified the Ninth Circuit that they reached an
26 agreement in principle to resolve the Action and requested the Ninth Circuit to: (i) vacate the oral argument
27 scheduled for December 5, 2022 and stay the pending appellate proceedings; and (ii) remand the case back
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1 to the District Court to consider preliminary and final approval of the Settlement. App. Dkt. No. 74. On
2 November 29, 2022, the Ninth Circuit granted the Parties' request. App. Dkt. No. 75.

3 N. Thereafter, the Parties memorialized their agreement in principle to settle the Action in a
4 term sheet executed on December 20, 2022 ("Term Sheet"). The Term Sheet set forth, among other things,
5 the Parties' agreement to settle and release all claims against Defendants in return for a cash payment of
6 \$10.5 million for the benefit of the Settlement Class, and contemplated the execution of a customary "long
7 form" settlement agreement and related papers.

8 O. This Stipulation (together with the exhibits hereto) reflects the final and binding agreement
9 between the Parties and supersedes the Term Sheet.

10 P. Based upon their investigation, prosecution, and mediation of the case, Lead Plaintiffs and
11 Lead Counsel have concluded that the terms and conditions of this Stipulation are fair, reasonable, and
12 adequate to Lead Plaintiffs and the other members of the Settlement Class, and in their best interests. Based
13 on Lead Plaintiffs' direct oversight of the prosecution of this matter and with the advice of their counsel,
14 Lead Plaintiffs have agreed to settle and release the Released Plaintiffs' Claims pursuant to the terms and
15 provisions of this Stipulation, after considering, among other things: (a) the financial benefit that Lead
16 Plaintiffs and the other members of the Settlement Class will receive from the proposed Settlement; (b) the
17 significant risks and costs of continued litigation and trial; and (c) the desirability of permitting the
18 proposed Settlement to be consummated as provided by this Stipulation.

19 Q. This Stipulation constitutes a compromise of all matters that are in dispute between the
20 Parties. Defendants are entering into this Stipulation solely to eliminate the uncertainty, burden, and
21 expense of further protracted litigation. Each of the Defendants denies any wrongdoing, and this Stipulation
22 shall in no event be construed or deemed to be evidence of or an admission or concession on the part of
23 any of the Defendants with respect to any claim or allegation of any fault or liability or wrongdoing or
24 damage whatsoever, or any infirmity in the defenses that Defendants have, or could have, asserted.
25 Defendants expressly deny that Lead Plaintiffs have asserted any valid claims as to any of them, and
26 expressly deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever. Similarly,
27 this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession
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1 on the part of Lead Plaintiffs of any infirmity in any of the claims asserted in the Action, or an admission
2 or concession that any of the Defendants' defenses to liability had any merit.

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

10 DEFINITIONS

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

13 a. "Action" means the securities class action styled *In re HP Inc. Securities Litigation*,
14 Case No. 20-cv-01260-SI (N.D. Cal.).

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

17 c. "Amended Complaint" means the Amended Complaint for Violations of the Federal
18 Securities Laws filed by Lead Plaintiffs in the Action on May 3, 2021.

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

21 e. "Claim" means a paper claim submitted on a Proof of Claim Form or an electronic
22 claim that is submitted to the Claims Administrator.

23 f. "Claim Form" or "Proof of Claim Form" means the form, substantially in the form
24 attached hereto as Exhibit 4 to Exhibit A, that a Claimant must complete and submit should that Claimant
25 seek to share in a distribution of the Net Settlement Fund.

26 g. "Claimant" means a person or entity who or which submits a Claim to the Claims
27 Administrator seeking to be eligible to share in the proceeds of the Net Settlement Fund.

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1 h. "Claims Administrator" means the firm retained by Lead Counsel, subject to
2 approval of the Court, to provide all notices approved by the Court to potential Settlement Class Members
3 and to administer the Settlement.

4 i. "Class Distribution Order" means an order entered by the Court authorizing and
5 directing that the Net Settlement Fund be distributed, in whole or in part, to Authorized Claimants.

6 j. "Class Period" means the period between February 23, 2017 and October 3, 2019,
7 inclusive.

8 k. "Complaint" means the Complaint for Violations of the Federal Securities Laws filed
9 by Lead Plaintiffs in the Action on July 20, 2020.

10 l. "Court" or "District Court" means the United States District Court for the Northern
11 District of California.

12 m. "Defendants" means HP, Dion J. Weisler, Catherine A. Lesjak, Steven J. Fieler, and
13 Enrique Lores.

14 n. "Defendants' Counsel" means Gibson, Dunn & Crutcher LLP, Sidley Austin LLP,
15 and Wilson Sonsini Goodrich & Rosati.

16 o. "Defendants' Releasees" means Defendants and their current and former parents,
17 affiliates, subsidiaries, officers, directors, agents, successors, predecessors, assigns, heirs, assignees,
18 partnerships, partners, trustees, trusts, employees, Immediate Family members, insurers, reinsurers, and
19 attorneys, in their capacities as such.

20 p. "Effective Date" with respect to the Settlement means the first date by which all of
21 the events and conditions specified in ¶ 32 of this Stipulation have been met and have occurred or have
22 been waived.

23 q. "Escrow Account" means an account maintained at The Huntington National Bank
24 wherein the Settlement Amount shall be deposited and held in escrow under the control of Lead Counsel.

25 r. "Escrow Agent" means The Huntington National Bank.

26 s. "Escrow Agreement" means the agreement between Lead Counsel and the Escrow
27 Agent setting forth the terms under which the Escrow Agent shall maintain the Escrow Account.
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1 t. “Final,” with respect to the Judgment or, if applicable, the Alternate Judgment, or
2 any other court order, means: (i) if no appeal is filed, the expiration date of the time provided for filing or
3 noticing any appeal under the Federal Rules of Appellate Procedure, *i.e.*, thirty (30) days after entry of the
4 judgment or order; or (ii) if there is an appeal from the judgment or order, (a) the date of final dismissal of
5 all such appeals, or the final dismissal of any proceeding on certiorari or otherwise, or (b) the date the
6 judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of
7 certiorari or other form of review, or the denial of a writ of certiorari or other form of review, and, if
8 certiorari or other form of review is granted, the date of final affirmance following review pursuant to that
9 grant. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order
10 issued with respect to (i) attorneys’ fees, costs, or expenses, or (ii) the plan of allocation of Settlement
11 proceeds (as submitted or subsequently modified), shall not in any way delay or preclude a judgment from
12 becoming Final.

13 u. “HP” or the “Company” means HP Inc.

14 v. “Immediate Family” means, as defined in 17 C.F.R § 229.404, Instructions 1(a)(iii)
15 and 1(b)(ii), children, stepchildren, parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law,
16 sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law and any persons (other than a tenant or
17 employee) sharing the household.

18 w. “Individual Defendants” means Dion J. Weisler, Catherine A. Lesjak, Steven J.
19 Fieler, and Enrique Lores.

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

22 y. “Lead Counsel” means Bernstein Litowitz Berger & Grossmann LLP and Kessler
23 Topaz Meltzer & Check, LLP.

24 z. “Lead Plaintiffs” means the State of Rhode Island, Officer of the General Treasurer,
25 on behalf of the Employees’ Retirement System of Rhode Island and Iron Workers Local 580 Joint Funds.

26 aa. “Lead Plaintiffs’ Releasees” means Lead Plaintiffs, all other plaintiffs in the Action,
27 and all other Settlement Class Members, and their respective current and former parents, affiliates,
28 subsidiaries, officers, directors, agents, successors, predecessors, assigns, heirs, assignees, partnerships,

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1 partners, trustees, trusts, employees, Immediate Family members, insurers, reinsurers, and attorneys, in
2 their capacities as such.

3 bb. "Litigation Expenses" means the costs and expenses incurred in connection with
4 commencing, prosecuting, and settling the Action (which may include the costs and expenses of Lead
5 Plaintiffs directly related to their representation of the Settlement Class), for which Lead Counsel intend
6 to apply to the Court for payment or reimbursement from the Settlement Fund.

7 cc. "Mediator" means Jed D. Melnick, Esq. of JAMS.

8 dd. "Net Settlement Fund" means the Settlement Fund less: (i) any Taxes; (ii) any Notice
9 and Administration Costs; (iii) any Litigation Expenses awarded by the Court; (iv) any attorneys' fees
10 awarded by the Court; and (v) any other costs or fees approved by the Court.

11 ee. "Notice" means the Notice of (I) Pendency of Class Action and Proposed Settlement;
12 (II) Settlement Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses, substantially in the
13 form attached hereto as Exhibit 2 to Exhibit A, which is to be posted on the Settlement Website and mailed
14 and/or emailed to Settlement Class Members upon request.

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

19 gg. "Officer" means an officer as that term is defined in Securities and Exchange Act
20 Rule 16a-1(f), 17 C.F.R § 229.16a-1(f).

21 hh. "Parties" means Defendants and Lead Plaintiffs, on behalf of themselves and the
22 Settlement Class.

23 ii. "Plaintiffs' Counsel" means Lead Counsel and all other legal counsel who, at the
24 direction and under the supervision of Lead Counsel, represented Lead Plaintiffs in the Action.

25 jj. "Plan of Allocation" means the proposed plan of allocation of the Net Settlement
26 Fund set forth in the Notice.

27 kk. "Postcard Notice" means the postcard notice, substantially in the form attached
28 hereto as Exhibit 1 to Exhibit A, which is to be mailed and/or emailed to Settlement Class Members.

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

4 mm. “PSLRA” means the Private Securities Litigation Reform Act of 1995, 15 U.S.C. §§
5 77z-1, 78u-4, as amended.

6 nn. “Released Claims” means all Released Defendants’ Claims and all Released
7 Plaintiffs’ Claims.

8 oo. “Released Defendants’ Claims” means all claims and causes of action of every nature
9 and description, whether known claims or Unknown Claims (including waiving the protections of
10 California Civil Code § 1542), whether arising under federal, state, local, common, statutory,
11 administrative or foreign law, or any other law, rule or regulation, at law or in equity, whether class or
12 individual in nature, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured
13 or unmatured, that arise out of or are based upon the institution, prosecution, or settlement of the claims
14 against Defendants. Released Defendants’ Claims shall not include any claims relating to the enforcement
15 of the Settlement.

16 pp. “Released Plaintiffs’ Claims” means all claims and causes of action of every nature
17 and description, whether known claims or Unknown Claims (including waiving the protections of
18 California Civil Code § 1542), whether arising under federal, state, local, common, statutory,
19 administrative or foreign law, or any other law, rule or regulation, at law or in equity, whether class or
20 individual in nature, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured
21 or unmatured, that Lead Plaintiffs or any other member of the Settlement Class: (i) asserted in the Action
22 or (ii) could have asserted in any court or forum that arise out of or are based upon the allegations,
23 transactions, facts, matters or occurrences, representations, or omissions set forth in the Action and that
24 relate to the purchase or other acquisition of HP common stock during the Class Period. Released Plaintiffs’
25 Claims shall not include (i) any claims asserted in the action titled *York County on behalf of the County of*
26 *York Retirement Fund v. HP Inc., et al.*, Case No. 20-cv-07835-JSW (N.D. Cal.); (ii) any claims relating
27 to the enforcement of the Settlement; or (iii) any claims of any person or entity who or which submits a
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1 timely and valid request for exclusion from the Settlement Class in accordance with the requirements for
2 requesting exclusion provided in the Notice or that is otherwise accepted by the Court.

3 qq. "Releasee(s)" means each and any of the Defendants' Releasees and each and any of
4 the Lead Plaintiffs' Releasees.

5 rr. "Releases" means the releases set forth in ¶¶ 5-7 of this Stipulation.

6 ss. "Settlement" means the settlement between Lead Plaintiffs and Defendants on the
7 terms and conditions set forth in this Stipulation.

8 tt. "Settlement Amount" means \$10,500,000 in cash.

9 uu. "Settlement Class" means all persons and entities who purchased or otherwise
10 acquired the common stock of HP between February 23, 2017 and October 3, 2019, inclusive, and were
11 damaged thereby. Excluded from the Settlement Class are Defendants, the Officers and directors of HP at
12 all relevant times, members of their Immediate Families and their legal representatives, heirs, agents,
13 affiliates, successors or assigns, Defendants' liability insurance carriers and any affiliates or subsidiaries
14 thereof, and any entity in which Defendants or their Immediate Families have or had a controlling interest.
15 Also excluded from the Settlement Class are any persons and entities who or which submit a timely and
16 valid request for exclusion from the Settlement Class in accordance with the requirements for requesting
17 exclusion provided in the Notice or that is otherwise accepted by the Court.

18 vv. "Settlement Class Member" means each person and entity who or which is a member
19 of the Settlement Class.

20 ww. "Settlement Fund" means the Settlement Amount plus any and all interest earned
21 thereon.

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

24 yy. "Summary Notice" means the Summary Notice of (I) Pendency of Class Action and
25 Proposed Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys' Fees and Litigation
26 Expenses, substantially in the form attached hereto as Exhibit 3 to Exhibit A, to be published as set forth
27 in the Preliminary Approval Order.
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1 zz. “Taxes” means: (i) all federal, state and/or local taxes of any kind (including any
2 interest or penalties thereon) on any income earned by the Settlement Fund; and (ii) the expenses and costs
3 incurred by Lead Counsel in connection with determining the amount of, and paying, any taxes owed by
4 the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants).

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

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

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

CLASS CERTIFICATION

22
23 2. Solely for purposes of the Settlement, Defendants stipulate and agree to: (a) certification of
24 the Action as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure
25 on behalf of the Settlement Class; (b) appointment of Lead Plaintiffs as Class Representatives for the
26 Settlement Class; and (c) appointment of Lead Counsel as Class Counsel for the Settlement Class pursuant
27 to Rule 23(g) of the Federal Rules of Civil Procedure.

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PRELIMINARY APPROVAL OF SETTLEMENT

3. Within five (5) business days of execution of this Stipulation, Lead Plaintiffs will move for preliminary approval of the Settlement, authorization to provide notice of the Settlement to the Settlement Class, and the scheduling of a hearing for consideration of final approval of the Settlement, which motion shall be unopposed by Defendants. Concurrently with the motion for preliminary approval, Lead Plaintiffs shall apply to the Court for, and Defendants shall agree to, entry of the Preliminary Approval Order, substantially in the form attached hereto as Exhibit A.

RELEASE OF CLAIMS

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

5. Pursuant to the Judgment, or the Alternate Judgment, if applicable, without further action by anyone, upon the Effective Date of the Settlement, Lead Plaintiffs and each of the other Settlement Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs' Claim against Defendants and the other Defendants' Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs' Claims against any of the Defendants' Releasees.

6. Pursuant to the Judgment, or the Alternate Judgment, if applicable, without further action by anyone, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Defendants' Claim against Lead Plaintiffs and the other Lead Plaintiffs' Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants' Claims against any of the Lead Plaintiffs' Releasees.

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

THE SETTLEMENT CONSIDERATION

8. In consideration of the settlement of the Released Plaintiffs’ Claims against Defendants and the other Defendants’ Releasees, Defendants shall pay or cause to be paid the Settlement Amount into the Escrow Account within twenty (20) calendar days of the Court’s entry of the Preliminary Approval Order and Lead Counsel’s provision to HP of all documentation and information necessary to execute payment. The Settlement Amount is an all-in settlement number, meaning that it includes all attorneys’ fees to Lead Counsel, administrative costs, expenses, Settlement Class Member benefits, Lead Plaintiff awards, and other costs associated with the Settlement. Defendants shall bear their own costs and expenses, including the costs, expenses, and fees of their counsel; the costs of providing their transfer records for purposes of notice (see ¶ 19 below); and the costs of providing notice under the Class Action Fairness Act of 2005, 28 U.S.C. §1715(b) (see ¶ 20 below).

USE OF SETTLEMENT FUND

9. The Settlement Fund shall be used to pay: (a) any Taxes; (b) any Notice and Administration Costs; (c) any Litigation Expenses awarded by the Court; (d) any attorneys’ fees awarded by the Court; and (e) any other costs and fees approved by the Court. The balance remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be distributed to Authorized Claimants as provided in ¶¶ 21-26 below.

10. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court. At the written direction of Lead Counsel, the Escrow Account shall invest any funds in the Escrow Account exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a United States Treasury Fund or bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation (“FDIC”), or (b) secured by instruments backed by the full faith and credit of the

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1 United States Government. The Escrow Agent shall reinvest the proceeds of these instruments or accounts
2 as they mature in similar instruments or accounts at their then-current market rates.

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

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

23 13. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date,
24 no Defendant, Defendants' Releasee, or any other person or entity (including Defendants' insurance
25 carriers) who or which paid any portion of the Settlement Amount shall have any right to the return of the
26 Settlement Fund or any portion thereof for any reason whatsoever, including without limitation, the number
27 of Claims submitted, the collective amount of Recognized Claims of Authorized Claimants, the percentage
28 of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement Fund.

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1 14. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, upon
2 the Court's entry of the Preliminary Approval Order, Lead Counsel may pay from the Escrow Account,
3 without further approval from Defendants or further order of the Court, up to \$1,000,000 for Notice and
4 Administration Costs actually incurred and paid or payable. Following the Effective Date, Lead Counsel
5 may pay from the Settlement Fund, without further approval from Defendants or further order of the Court,
6 all Notice and Administration Costs actually incurred and paid or payable. Notice and Administration Costs
7 shall include, without limitation, the actual costs of printing and mailing the Postcard Notice, developing
8 the Settlement Website and posting the Notice and Claim Form, publishing the Summary Notice,
9 reimbursements to nominee owners for searching and providing the names/addresses of prospective
10 Settlement Class Members for noticing or forwarding the Postcard Notice directly to their beneficial
11 owners, the administrative expenses incurred and fees charged by the Claims Administrator in connection
12 with providing notice and administering the Settlement (including processing the submitted Claims), and
13 the fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms
14 of this Stipulation, all Notice and Administration Costs paid or incurred, including any related fees, shall
15 not be returned or repaid to Defendants, any of the other Defendants' Releasees, or any other person or
16 entity (including Defendants' insurance carriers) who or which paid any portion of the Settlement Amount.

17 **ATTORNEYS' FEES AND LITIGATION EXPENSES**

18 15. Lead Counsel will apply to the Court for an award of attorneys' fees to Plaintiffs' Counsel
19 to be paid solely from (and out of) the Settlement Fund. Lead Counsel also will apply to the Court for
20 reimbursement or payment of Plaintiffs' Counsel's Litigation Expenses, which may include a request for
21 reimbursement of Lead Plaintiffs' costs and expenses directly related to their representation of the
22 Settlement Class, to be paid solely from (and out of) the Settlement Fund. Lead Counsel's application for
23 attorneys' fees and/or Litigation Expenses is not the subject of any agreement between Defendants and
24 Lead Plaintiffs other than what is set forth in this Stipulation.

25 16. Any attorneys' fees and Litigation Expenses that are awarded by the Court shall be paid to
26 Lead Counsel immediately upon award, notwithstanding the existence of any timely filed objections
27 thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject
28 to Lead Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund, plus

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1 accrued interest at the same net rate as is earned by the Settlement Fund, if the Settlement is terminated
2 pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on remand,
3 or successful collateral attack, the award of attorneys' fees and/or Litigation Expenses is reduced or
4 reversed and such order reducing or reversing the award has become Final. Lead Counsel shall make the
5 appropriate refund or repayment in full no later than thirty (30) days after receiving from Defendants'
6 Counsel or from a court of appropriate jurisdiction notice of any such reduction of the award of attorneys'
7 fees and/or Litigation Expenses by a non-appealable order, or notice of the termination of the Settlement.
8 Any disapproval or modification of an application for an award of attorneys' fees and/or Litigation
9 Expenses by the Court shall not affect the enforceability of this Stipulation, provide any of the Parties with
10 the right to cancel or terminate the Settlement, or impose an obligation on Defendants to increase the
11 compensation paid in connection with the Settlement. Any appeal relating to an award of attorneys' fees
12 or expenses will not affect the finality of the Settlement, the Judgment, or the Releases provided herein.

13 17. Lead Counsel shall allocate the attorneys' fees awarded by the Court among Plaintiffs'
14 Counsel in a manner in which they, in good faith, believe reflects the contributions of each counsel to the
15 institution, prosecution, and settlement of the Action. Defendants' Releasees shall have no responsibility
16 for or liability whatsoever with respect to the allocation or award of attorneys' fees or Litigation Expenses.
17 The attorneys' fees and Litigation Expenses that are awarded to Lead Counsel shall be payable solely from
18 the Escrow Account.

NOTICE AND SETTLEMENT ADMINISTRATION

19
20 18. As part of the Preliminary Approval Order, Lead Counsel shall seek appointment of a
21 Claims Administrator. The Claims Administrator shall administer the Settlement, including but not limited
22 to the process of receiving, reviewing, and approving or denying Claims, under Lead Counsel's supervision
23 and subject to the jurisdiction of the Court. None of the Defendants, nor any other Defendants' Releasees,
24 shall have any involvement in or any responsibility, authority, or liability whatsoever for the selection of
25 the Claims Administrator, the Plan of Allocation, the administration of the Settlement, the Claims process,
26 or disbursement of the Net Settlement Fund, and shall have no liability whatsoever to any person or entity,
27 including, but not limited to, Lead Plaintiffs, any other Settlement Class Members, or Plaintiffs' Counsel
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1 in connection with the foregoing. Defendants' Counsel shall cooperate in the administration of the
2 Settlement to the extent reasonably necessary to effectuate its terms.

3 19. In accordance with the terms of the Preliminary Approval Order to be entered by the Court,
4 Lead Counsel shall cause the Claims Administrator to mail, and/or email, the Postcard Notice to those
5 members of the Settlement Class as may be identified through reasonable effort. Lead Counsel shall also
6 cause the Claims Administrator to post the Notice and Claim Form on the Settlement Website as well as
7 cause the Claims Administrator to have the Summary Notice published in accordance with the terms of the
8 Preliminary Approval Order to be entered by the Court. For the purposes of identifying and providing
9 notice to the Settlement Class, within five (5) business days after the Court's entry of the Preliminary
10 Approval Order, Defendants shall provide or cause to be provided to the Claims Administrator in electronic
11 format (such as Excel) (at no cost to the Settlement Fund, Lead Plaintiffs, the Settlement Class, Plaintiffs'
12 Counsel or the Claims Administrator) a list (consisting of names and addresses) of registered HP
13 stockholders of record during the Class Period.

14 20. No later than ten (10) calendar days following the filing of this Stipulation with the Court,
15 Defendants shall serve the notice required under the Class Action Fairness Act, 28 U.S.C. § 1715 *et seq.*
16 ("CAFA"). Defendants are solely responsible for the costs of the CAFA notice and administering the
17 CAFA notice. At least seven (7) calendar days before the Settlement Hearing, Defendants shall cause to
18 be served on Lead Counsel and filed with the Court proof, by affidavit or declaration, regarding compliance
19 with CAFA § 1715(b). The Parties agree that any delay by Defendants in timely serving the CAFA notice
20 will not provide grounds for delay of the Settlement Hearing or entry of the Judgment.

21 21. The Claims Administrator shall receive Claims and determine first, whether the Claim is a
22 valid Claim, in whole or part, and second, each Authorized Claimant's *pro rata* share of the Net Settlement
23 Fund based upon each Authorized Claimant's Recognized Claim compared to the total Recognized Claims
24 of all Authorized Claimants (as set forth in the Plan of Allocation set forth in the Notice attached hereto as
25 Exhibit 2 to Exhibit A, or in such other plan of allocation as the Court approves).

26 22. The Plan of Allocation proposed in the Notice is not a necessary term of the Settlement or
27 of this Stipulation and it is not a condition of the Settlement or of this Stipulation that any particular plan
28 of allocation be approved by the Court. Lead Plaintiffs and Lead Counsel may not cancel or terminate the

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1 Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the
2 Plan of Allocation or any other plan of allocation in this Action. Defendants and the other Defendants'
3 Releasees shall not object in any way to the Plan of Allocation or any other plan of allocation in this Action.
4 No Defendant, nor any other Defendants' Releasees, shall have any involvement with or liability,
5 obligation, or responsibility whatsoever for the application of the Court-approved plan of allocation.

6 23. Any Settlement Class Member who does not submit a valid Claim will not be entitled to
7 receive any distribution from the Net Settlement Fund, but will otherwise be bound by all of the terms of
8 this Stipulation and the Settlement, including the terms of the Judgment or the Alternate Judgment, if
9 applicable, to be entered in the Action and the Releases provided for herein and therein, and will be
10 permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against
11 the Defendants' Releasees with respect to the Released Plaintiffs' Claims in the event that the Effective
12 Date occurs with respect to the Settlement.

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

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

21 a. Each Claimant shall be required to submit a Claim in paper form, substantially in the
22 form attached hereto as Exhibit 4 to Exhibit A, or in electronic form, in accordance with the instructions
23 for the submission of such Claims, and supported by such documents as are designated therein, including
24 proof of the Claimant's loss, or such other documents or proof as the Claims Administrator or Lead
25 Counsel, in their discretion, may deem acceptable;

26 b. All Claims must be submitted by the date set by the Court in the Preliminary
27 Approval Order and specified in the notices. Any Settlement Class Member who fails to submit a Claim
28 by such date shall be forever barred from receiving any distribution from the Net Settlement Fund or

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1 payment pursuant to this Stipulation (unless by Order of the Court such Settlement Class Member's Claim
2 is accepted), but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement,
3 including the terms of the Judgment or Alternate Judgment, if applicable, and the Releases provided for
4 herein and therein, and will be permanently barred and enjoined from bringing any action, claim, or other
5 proceeding of any kind against any Defendants' Releasees with respect to any Released Plaintiffs' Claim.
6 Provided that it is mailed by the claim-submission deadline, a Claim Form shall be deemed to be submitted
7 when postmarked, if received with a postmark indicated on the envelope and if mailed by first-class mail
8 and addressed in accordance with the instructions thereon. In all other cases, the Claim Form shall be
9 deemed to have been submitted on the date when actually received by the Claims Administrator;

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

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

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

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

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

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

20 29. No person or entity shall have any claim against Lead Plaintiffs, Plaintiffs' Counsel, the
21 Claims Administrator, or any other agent designated by Lead Counsel, or Defendants' Releasees and/or
22 their respective counsel, arising from distributions made substantially in accordance with the Stipulation,
23 the plan of allocation approved by the Court, or any order of the Court. Lead Plaintiffs and Defendants,
24 and their respective counsel, and Lead Plaintiffs' damages expert and all other Releasees shall have no
25 liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund,
26 the plan of allocation, or the determination, administration, calculation, or payment of any claim or
27 nonperformance of the Claims Administrator, the payment or withholding of taxes (including interest and
28 penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

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

6 **TERMS OF THE JUDGMENT**

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

10 **CONDITIONS OF SETTLEMENT AND EFFECT OF**
11 **DISAPPROVAL, CANCELLATION OR TERMINATION**

12 32. The Effective Date of the Settlement shall be deemed to occur on the occurrence or waiver
13 of all of the following events:

14 a. the Court has entered the Preliminary Approval Order, substantially in the form set
15 forth in Exhibit A attached hereto, as required by ¶ 3 above;

16 b. the Settlement Amount has been deposited into the Escrow Account in accordance
17 with the provisions of ¶ 8 above;

18 c. Defendants have not exercised their option to terminate the Settlement pursuant to
19 the provisions of this Stipulation;

20 d. Lead Plaintiffs have not exercised their option to terminate the Settlement pursuant
21 to the provisions of this Stipulation; and

22 e. the Court has approved the Settlement as described herein, following notice to the
23 Settlement Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure, and
24 entered the Judgment and the Judgment has become Final, or the Court has entered an Alternate Judgment
25 and none of the Parties seek to terminate the Settlement and the Alternate Judgment has become Final.

26 33. Upon the occurrence of all of the events referenced in ¶ 32 above, any and all remaining
27 interest or right of Defendants in or to the Settlement Fund, if any, shall be absolutely and forever
28 extinguished and the Releases herein shall be effective.

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1 34. If (i) Defendants exercise their right to terminate the Settlement as provided in this
2 Stipulation; (ii) Lead Plaintiffs exercise their right to terminate the Settlement as provided in this
3 Stipulation; (iii) the Court disapproves the Settlement; or (iv) the Effective Date as to the Settlement
4 otherwise fails to occur, then:

5 a. The Settlement and the relevant portions of this Stipulation shall be canceled and
6 terminated;

7 b. Lead Plaintiffs and Defendants shall revert to their respective litigation positions in
8 the Action immediately prior to the execution of the Term Sheet on December 20, 2022;

9 c. Neither Lead Plaintiffs nor Defendants will use or rely on any statement, document,
10 admission, or agreement concerning the Settlement and/or settlement discussions in the Action;

11 d. The terms and provisions of this Stipulation, with the exception of this ¶ 34 and ¶¶ 14,
12 16, 38 and 58, shall have no further force and effect with respect to the Parties and shall not be used in the
13 Action or in any other proceeding for any purpose, and any Judgment, or Alternate Judgment, if applicable,
14 or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated,
15 *nunc pro tunc*; and

16 e. Within five (5) business days after joint written notification of termination is sent by
17 Defendants' Counsel and Lead Counsel to the Escrow Agent, the Settlement Fund (including accrued
18 interest thereon, and change in value as a result of the investment of the Settlement Fund, and any funds
19 received by Lead Counsel consistent with ¶ 16 above), less any Notice and Administration Costs actually
20 incurred, paid or payable and less any Taxes paid, due or owing shall be refunded by the Escrow Agent to
21 Defendants (or such other persons or entities as Defendants may direct). In the event that the funds received
22 by Lead Counsel consistent with ¶ 16 above have not been refunded to the Settlement Fund within the five
23 (5) business days specified in this paragraph, those funds shall be refunded by the Escrow Agent to
24 Defendants (or such other persons or entities as Defendants may direct) immediately upon their deposit
25 into the Escrow Account consistent with ¶ 16 above.

26 35. It is further stipulated and agreed that Defendants, provided they unanimously agree, and
27 Lead Plaintiffs shall have the right to terminate the Settlement and this Stipulation, by providing written
28 notice of their election to do so ("Termination Notice") to the other Parties to this Stipulation within thirty

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1 (30) days of: (a) the Court’s final refusal to enter the Preliminary Approval Order in any material respect;
2 (b) the Court’s final refusal to approve the Settlement or any material part thereof; (c) the Court’s final
3 refusal to enter the Judgment in any material respect as to the Settlement; (d) the date upon which the
4 Judgment is modified or reversed in any material respect by the United States Court of Appeals for the
5 Ninth Circuit or the United States Supreme Court; or (e) the date upon which an Alternate Judgment is
6 modified or reversed in any material respect by the United States Court of Appeals for the Ninth Circuit or
7 the United States Supreme Court, and the provisions of ¶ 34 above shall apply. However, any decision or
8 proceeding, whether in this Court or any appellate court, with respect to an application for attorneys’ fees
9 or Litigation Expenses or with respect to any plan of allocation shall not be considered material to the
10 Settlement, shall not affect the finality of any Judgment or Alternate Judgment, if applicable, and shall not
11 be grounds for termination of the Settlement.

12 36. In addition to the grounds set forth in ¶ 35 above, HP shall have the unilateral right to
13 terminate the Settlement in the event that Settlement Class Members timely and validly requesting
14 exclusion from the Settlement Class meet the conditions set forth in the Parties’ confidential supplemental
15 agreement (“Supplemental Agreement”), in accordance with the terms of that agreement. The
16 Supplemental Agreement, which is being executed concurrently herewith, shall not be filed with the Court
17 and its terms shall not be disclosed in any other manner (other than the statements herein and in the Notice,
18 to the extent necessary, or as otherwise provided in the Supplemental Agreement) unless the Court
19 otherwise directs or a dispute arises between Lead Plaintiffs and Defendants concerning its interpretation
20 or application, in which event the Parties shall submit the Supplemental Agreement to the Court in camera
21 and request that the Court afford it confidential treatment.

22 37. Lead Plaintiffs shall also have the option to terminate the Settlement in the event that the
23 Settlement Amount has not been paid as provided for in ¶ 8 above, by providing written notice of the
24 election to terminate to Defendants’ Counsel, unless the entire Settlement Amount is deposited into the
25 Escrow Account within five (5) business days after Lead Counsel have provided such written notice.

26 **NO ADMISSION OF WRONGDOING**

27 38. Neither the Term Sheet, this Stipulation (whether or not consummated), including the
28 exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that may be

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1 approved by the Court), the Parties' mediation and subsequent Settlement, the communications and/or
2 discussions leading to the execution of the Term Sheet and this Stipulation, nor any proceedings taken
3 pursuant to or in connection with the Term Sheet, this Stipulation, and/or approval of the Settlement
4 (including any arguments proffered in connection therewith):

5 a. shall be offered against any of the Defendants' Releasees as evidence of, or construed
6 as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendants'
7 Releasees with respect to the truth of any fact alleged by Lead Plaintiffs or the validity or infirmity of any
8 claim that was or could have been asserted or the deficiency of any defense that has been or could have
9 been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other
10 wrongdoing of any kind by any of the Defendants' Releasees or in any way referred to for any other reason
11 as against any of the Defendants' Releasees, in any arbitration proceeding or other civil, criminal, or
12 administrative action or proceeding, other than such proceedings as may be necessary to effectuate the
13 provisions of this Stipulation;

14 b. shall be offered against any of the Lead Plaintiffs' Releasees, as evidence of, or
15 construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Lead
16 Plaintiffs' Releasees that any of their claims are without merit, that any of the Defendants' Releasees had
17 meritorious defenses, or that damages recoverable under the Amended Complaint would not have exceeded
18 the Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or in
19 any way referred to for any other reason as against any of the Lead Plaintiffs' Releasees, in any arbitration
20 proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as
21 may be necessary to effectuate the provisions of this Stipulation; or

22 c. shall be construed against any of the Releasees as an admission, concession, or
23 presumption that the consideration to be given hereunder represents the amount which could be or would
24 have been recovered after trial;

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

1
2 39. All of the exhibits attached hereto are hereby incorporated by reference as though fully set
3 forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency
4 between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of the
5 Stipulation shall prevail.

6 40. Each Defendant warrants, as to the payments made or to be made on behalf of himself,
7 herself or itself only, that at the time of entering into this Stipulation and at the time of such payment they,
8 or to the best of their knowledge any persons or entities contributing to the payment of the Settlement
9 Amount, were not insolvent, nor will the payment required to be made by or on behalf of them render them
10 insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including
11 §§ 101 and 547 thereof. This representation is made by each of the Defendants and not by their counsel.

12 41. In the event of the entry of a final order of a court of competent jurisdiction determining the
13 transfer of money to the Settlement Fund or any portion thereof by or on behalf of Defendants to be a
14 preference, voidable transfer, fraudulent transfer or similar transaction and any portion thereof is required
15 to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at the
16 election of Lead Plaintiffs, Lead Plaintiffs and Defendants shall jointly move the Court to vacate and set
17 aside the Releases given and the Judgment or Alternate Judgment, if applicable, entered in favor of
18 Defendants and the other Releasees pursuant to this Stipulation, in which event the Releases and Judgment,
19 or Alternate Judgment, if applicable, shall be null and void, and the Parties shall be restored to their
20 respective positions in the litigation as provided in ¶ 34(b) above and any cash amounts in the Settlement
21 Fund (less any Taxes paid, due or owing with respect to the Settlement Fund and less any Notice and
22 Administration Costs actually incurred, paid or payable) shall be returned as provided in ¶ 34(e) above.

23 42. The Parties intend this Stipulation and the Settlement to be a final and complete resolution
24 of all disputes asserted or which could be asserted by Lead Plaintiffs and any other Settlement Class
25 Members against the Defendants' Releasees with respect to the Released Plaintiffs' Claims. Lead Plaintiffs
26 and Defendants agree that they shall not assert any claims of any violations of Rule 11 of the Federal Rules
27 of Civil Procedure ("Rule 11"), and the proposed Judgment will contain a statement to reflect their
28 compliance with Rule 11. The Parties agree that the amounts paid and the other terms of the Settlement

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1 were negotiated at arm's length and in good faith by the Parties, including through a mediation process
2 supervised and conducted by Jed D. Melnick, Esq. of JAMS, and reflect the Settlement that was reached
3 voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully
4 competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

5 43. Lead Plaintiffs and Lead Counsel and Defendants and Defendants' Counsel shall not make
6 any accusations of wrongful or actionable conduct by any Party concerning the prosecution, defense, and
7 resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of
8 any claim or defense alleged. For the avoidance of doubt, Defendants and their counsel retain the right to
9 deny that the claims asserted in the Action were meritorious.

10 44. The terms of the Settlement, as reflected in this Stipulation, may not be modified or
11 amended, nor may any of its provisions be waived except by a writing signed on behalf of both Lead
12 Plaintiffs and Defendants (or their successors-in-interest).

13 45. The headings herein are used for the purpose of convenience only and are not meant to have
14 legal effect.

15 46. The administration and consummation of the Settlement as embodied in this Stipulation
16 shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering
17 orders providing for awards of attorneys' fees and Litigation Expenses to Lead Counsel and enforcing the
18 terms of this Stipulation, including the Plan of Allocation (or such other plan of allocation as may be
19 approved by the Court) and the distribution of the Net Settlement Fund to Settlement Class Members.

20 47. The waiver by one Party of any breach of this Stipulation by any other Party shall not be
21 deemed a waiver of any other prior or subsequent breach of this Stipulation.

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

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

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

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

11 52. Any action arising under or to enforce this Stipulation or any portion thereof, shall be
12 commenced and maintained only in the Court.

13 53. This Stipulation shall be interpreted in a neutral manner and shall not be construed more
14 strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been
15 prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length
16 negotiations between the Parties and all Parties have contributed substantially and materially to the
17 preparation of this Stipulation.

18 54. All counsel and any other person executing this Stipulation and any of the exhibits hereto,
19 or any related Settlement documents, warrant and represent that they have the full authority to do so and
20 that they have the authority to take appropriate action required or permitted to be taken pursuant to the
21 Stipulation to effectuate its terms.

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

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

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1 If to Lead Plaintiffs or Lead Counsel: Kessler Topaz Meltzer & Check, LLP
 2 Attn: Jennifer L. Joost, Esq.
 3 One Sansome Street, Suite 1850
 4 San Francisco, CA 94104
 Telephone: (415) 400-3000
 Email: jjoost@ktmc.com

-and-

6 Bernstein Litowitz Berger & Grossmann LLP
 7 Attn: Jeremy P. Robinson, Esq.
 1251 Avenue of the Americas
 8 New York, NY 10020
 Telephone: (212) 554-1400
 Facsimile: (212) 554-1444
 9 Email: jeremy@blbglaw.com

11 If to Defendants:

Gibson, Dunn & Crutcher LLP
 12 Attn: Brian M. Lutz, Esq.
 555 Mission Street, Suite 3000
 13 San Francisco, CA 94105-0921
 Telephone: (415) 393-8379
 14 Email: blutz@gibsondunn.com

-and-

16 Wilson Sonsini Goodrich & Rosati
 17 Attn: Steven Schatz, Esq.
 650 Page Mill Road
 18 Palo Alto, CA 94304-1050
 Telephone: (650) 320-4856
 19 sschatz@wsgr.com

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

21 58. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation
 22 is consummated, or the Effective Date occurs, the Parties and their counsel shall use their best efforts to
 23 keep all negotiations, discussions, acts performed, agreements, drafts, documents signed, and proceedings
 24 in connection with the Stipulation confidential.

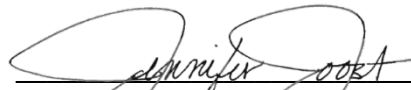
25 59. All agreements made and orders entered during the course of this Action relating to the
 26 confidentiality of information shall survive this Settlement.

27 60. No opinion or advice concerning the tax consequences of the proposed Settlement to
 28 individual Settlement Class Members is being given or will be given by the Parties or their counsel; nor is

1 any representation or warranty in this regard made by virtue of this Stipulation. Each Settlement Class
2 Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class
3 Member, and it is understood that the tax consequences may vary depending on the particular
4 circumstances of each individual Settlement Class Member.

5 **IN WITNESS WHEREOF**, the Parties hereto have caused this Stipulation to be executed, by their
6 duly authorized attorneys, as of March 2, 2023.

7 **KESSLER TOPAZ MELTZER**
8 **& CHECK, LLP**

9 

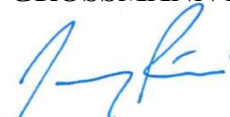
10 Jennifer L. Joost, Esq.
11 Stacey M. Kaplan, Esq.
12 One Sansome Street, Suite 1850
13 San Francisco, CA 94104
14 Telephone: (415) 400-3000

15 -and-

16 Gregory M. Castaldo, Esq.
17 Evan R. Hoey, Esq.
18 280 King of Prussia Rd.
19 Radnor, PA 19087
20 Telephone: (610) 667-7706

21 *Counsel for Lead Plaintiff the State of Rhode Island,*
22 *Office of the General Treasurer, on behalf of the*
23 *Employees' Retirement System of Rhode Island and*
24 *Co-Lead Counsel for the Settlement Class*

25 **BERNSTEIN LITOWITZ BERGER**
26 **& GROSSMANN LLP**

27 

28 John J. Rizio-Hamilton, Esq.
Jeremy P. Robinson, Esq.
Alexander T. Payne, Esq.
Benjamin W. Horowitz, Esq.
1251 Avenue of the Americas
New York, NY 10020
Telephone: (215) 554-1400

Execution Copy

*Counsel for Lead Plaintiff Iron Workers Local 580
Joint Funds and Co-Lead Counsel for the Settlement
Class*

March 2, 2023

GIBSON, DUNN & CRUTCHER LLP



Brian M. Lutz, Esq.
555 Mission Street, Suite 3000
San Francisco, CA 94105-0921
Telephone: (415) 393-8200

-and-

Lissa M. Percopo, Esq.
1050 Connecticut Ave., N.W.
Washington, D.C. 20036
Telephone: (202) 955-8500

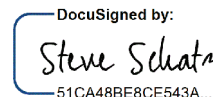
-and-

Sara B. Brody, Esq.
SIDLEY AUSTIN LLP
555 California Street, Suite 2000
San Francisco, CA 94104
Telephone: (415) 772-1279

*Counsel for Defendants HP Inc., Dion J.
Weisler, Catherine A. Lesjak, Steven J. Fieler, and
Enrique Lores*

**WILSON SONSINI GOODRICH
& ROSATI**

DocuSigned by:



Steven Schatz, Esq.
650 Page Mill Road
Palo Alto, CA 94304-1050
Telephone: (650) 493-9300

-and-

Katherine Henderson, Esq.
One Market Plaza
Spear Tower, Suite 3300
San Francisco, CA 94105-1101
Telephone: (415) 947-2000

Counsel for Defendant Catherine A. Lesjak