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 23 and Co-Lead Counsel for the Settlement Class*

24 UNITED STATES DISTRICT COURT  
 25 CENTRAL DISTRICT OF CALIFORNIA  
 26 SOUTHERN DIVISION

27 IN RE HEWLETT-PACKARD  
 28 COMPANY SECURITIES  
 LITIGATION

Case No. SACV 11-1404 AG (RNBx)

**REVISED] FINAL  
 JUDGMENT AND ORDER**

Judge: Hon. Andrew J. Guilford  
 Dept.: Courtroom 10D  
 Hearing Date: September 15, 2014  
 Hearing Time: 10:00 a.m.

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

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

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

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

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

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

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

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

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

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

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

19 (b) were reasonably calculated, under the circumstances, to apprise  
20 Settlement Class Members of: (i) the proposed Settlement of this class action; (ii)  
21 their right to exclude themselves from the Settlement Class; (iii) their right to  
22 object to any aspect of the proposed Settlement; (iv) their right to appear at the  
23 Settlement Hearing, either on their own or through counsel hired at their own  
24 expense, if they are not excluded from the Settlement Class; and (v) the binding  
25 effect of the proceedings, rulings, orders, and judgments in this Action, whether  
26 favorable or unfavorable, on all persons who are not excluded from the Settlement  
27 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 objections to  
19 the Settlement is hereby overruled. The Settlement shall be consummated in  
20 accordance with the terms and provisions of the Settlement 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 15th day of September, 2014.

16  
17 

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

**EXHIBIT A**

<b>Exclusion No.</b>	<b>Name</b>	<b>City, State</b>
1	Ingebord Schuster	Dresher, PA
2	Robert A. Crandell and Mary Jane Crandell	College Station, TX
3	Ronald L. Tooker, Jr.	San Diego, CA
4	Antoinette M. Gretler	Costa Mesa, CA
10	Angela M. Ferraina	Chicago, IL
11	Imelda Pace	Riverhead, NY
12	W.G. Gilbert, III	Dillon, MT
13	Ernest W Hauser	Elmwood Park, IL
16	Charles Bernard Mount	Santee, CA
18	Trinh Thi Vu	Redmond, WA
19	Patti Johnstone	Kagawong, Ontario, Canada
20	David R. Megerlin	Charleston, SC
21	Karen Peterson	Saint Louis, MO
22	John Francis Green	Malvern East, Victoria, Australia
23	Javier Fernandez De Benito	Galapagar, Madrid, Spain
26	Mary A. Hatch	McMurray, PA
30	Seligson & Co North American Index Fund	Helsinki, Finland
31	David E. Delwiche	San Jose, CA
33	Herve Bardisbanian	Andernos-Les-Bains, France
34	Chickasaw Foundation	Ada, OK