

1 ISAACS FRIEDBERG & LABATON LLP
 2 Mark Labaton (Bar No. 159555)
 3 mlabaton@iflcounsel.com
 4 555 South Flower Street, Suite 4250
 5 Los Angeles, California 90071
 6 Telephone: (213) 929-5550
 7 Facsimile: (213) 955-5794

8 MOTLEY RICE LLC
 9 Gregg S. Levin (*pro hac vice*)
 10 glevin@motleyrice.com
 11 28 Bridgeside Boulevard
 12 Mt. Pleasant, South Carolina 29464
 13 Telephone: (843) 216-9000
 14 Facsimile: (843) 216-9450

15 LABATON SUCHAROW LLP
 16 Jonathan Gardner (*pro hac vice*)
 17 jgardner@labaton.com
 18 140 Broadway
 19 New York, New York 10005
 20 Telephone: (212) 907-0700
 21 Facsimile: (212) 818-0477

22 *Attorneys for Lead Plaintiff Institutional Investor Group
 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

Exclusion No.	Name	City, State
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