

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

IN RE HEWLETT-PACKARD COMPANY  
SECURITIES LITIGATION

Case No. SACV 11-1404 AG (RNBx)

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

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

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

The purpose of this Notice is to inform you of: (a) the pendency of this Action; (b) the proposed settlement of the Action (the "Settlement"); and (c) the hearing to be held by the Court (the "Settlement Hearing") to consider: (i) whether the Settlement should be approved; (ii) the application of Plaintiffs' Counsel for attorneys' fees and expenses; and (iii) certain other matters. This Notice describes important rights you may have and what steps you must take if you wish to participate in the Settlement or wish to be excluded from the Settlement Class.<sup>1</sup>

- The Settlement provides a total recovery of **\$57 million** in cash for the benefit of the Settlement Class described below. The recovery per damaged share of common stock purchased from November 22, 2010 to and through August 18, 2011 is estimated to be **\$0.09** before deduction of Court-approved attorneys' fees and expenses. The recovery per damaged share of common stock is estimated to be **\$0.07** after deduction of such fees and expenses.
- The Settlement resolves claims by the Arkansas Teacher Retirement System, Union Asset Management Holding AG, Labourers' Pension Fund of Central and Eastern Canada, and the LIUNA National (Industrial) Pension Fund and LIUNA Staff & Affiliates Pension Fund (collectively referred to as the "Institutional Investor Group" or "Lead Plaintiffs") purportedly brought as a class action, alleging that Hewlett-Packard Company ("HP" or the "Company"), misled investors regarding the value and growth of HP's "ecosystem" of "connected" personal devices running the webOS operating system; avoids the costs and risks of continuing the litigation; pays money to Settlement Class Members; and releases Defendants (defined below) from liability.
- **If you are a Settlement Class Member, your legal rights will be affected by this Settlement whether you act or do not act. Please read this Notice carefully.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>SUBMIT A PROOF OF CLAIM FORM BY SEPTEMBER 16, 2014</b>	The <u>only</u> way to get a payment.
<b>EXCLUDE YOURSELF BY AUGUST 25, 2014</b>	You will get no payment. This is the only option that, assuming your claim is timely brought, might allow you to ever bring or be part of any other lawsuit against the Defendants and/or the other Released Defendant Parties concerning the Released Claims.
<b>OBJECT BY AUGUST 25, 2014</b>	Write to the Court about why you do not like the Settlement.
<b>GO TO A HEARING ON SEPTEMBER 15, 2014</b>	Ask to speak in Court about the Settlement.
<b>DO NOTHING</b>	You will get no payment, you will give up rights, but you will still be bound by the Settlement.

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

**SUMMARY OF THE NOTICE**

**Statement of Plaintiffs' Recovery**

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

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

expenses discussed below.<sup>2</sup> A Settlement Class Member's actual recovery will be a portion of the Net Settlement Fund, determined by comparing his, her, or its "Recognized Loss" to the total Recognized Losses of all Settlement Class Members who timely submit valid Proofs of Claim, as described more fully below. An individual Settlement Class Member's actual recovery will depend on, for example: (a) the total amount of Recognized Losses of other Settlement Class Members; (b) how many shares of HP common stock you purchased or acquired during the Class Period; (c) the purchase price(s) paid; (d) the date of the purchase(s); and (e) whether and when you sold your shares. See the Plan of Allocation beginning on page 9 for information on your Recognized Loss.

### **Statement of Potential Outcome of Case**

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

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

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

The attorneys representing Lead Plaintiffs and the Settlement Class have expended considerable time and effort in prosecuting this Action on a contingent-fee basis, and have advanced all of the expenses of the Action, with the expectation that if they were successful in obtaining a recovery for the Settlement Class they would be paid from such recovery. In this type of litigation, it is customary for plaintiffs' counsel to be awarded a percentage of the common fund recovered as attorneys' fees.

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

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

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

### **Reasons for the Settlement**

For Lead Plaintiffs, the principal reason for the Settlement is the immediate benefit of a substantial cash recovery to the Settlement Class. This benefit must be compared to the uncertainty of being able to prove the allegations in the Complaint; the uncertainty of having a class of HP shareholders certified as a class; the risk that the Court may grant, in whole or in part, some or all of the anticipated motions for summary judgment to be filed by Defendants; the uncertainty inherent in the Settling Parties' various and competing theories of loss causation and damages; the attendant risks of litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such litigation (including any appeals).

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<sup>2</sup> An allegedly damaged share might have been traded more than once during the Class Period, and the average recovery indicated above represents the estimated average for each purchase or acquisition of a share that allegedly incurred damages.

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

## BASIC INFORMATION

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

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

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

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

The Court in charge of this Action is the United States District Court for the Central District of California, in Santa Ana, California, and the case is known as *In re Hewlett-Packard Company Securities Litigation*, Case No. SACV 11-1404 AG (RNBx) (C.D. Cal.). The Action is assigned to the Honorable Andrew J. Guilford, United States District Judge.

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

### 2. What is this lawsuit about?

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

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

On February 10, 2012, the Institutional Investor Group filed the First Amended Class Action Complaint for Violations of the Federal Securities Laws (the "FAC") asserting claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the "Exchange Act"). On April 11, 2012, Defendants filed motions seeking the dismissal of the FAC. On August 29, 2012, following briefing and oral argument on Defendants' motions, Judge Guilford issued an order dismissing the FAC with leave to plead.

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

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

Following Judge Guilford's order of May 8, 2013, Defendants filed a motion for reconsideration, seeking the dismissal of those allegations that the Court had found sufficient to state a claim against Defendants. Following briefing, on June 17, 2013, Judge Guilford denied Defendants' motion for reconsideration.

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

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

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

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

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

Defendants deny the allegations of wrongdoing and any liability whatsoever.

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

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

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

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

#### **WHO IS IN THE SETTLEMENT**

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

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

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

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

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

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

### **6. Are there exceptions to being included in the Settlement Class?**

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

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

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

If you are still not sure whether you are included in the Settlement, you can ask for free help. You can call the Claims Administrator toll-free at (877) 782-8059, send an e-mail to the Claims Administrator at [questions@hewlettpackardsecuritieslitigation.com](mailto:questions@hewlettpackardsecuritieslitigation.com), or write to the Claims Administrator at *Hewlett-Packard Securities Litigation*, c/o GCG, P.O. Box 10056, Dublin, OH 43017-6656. Or you can fill out and return the Proof of Claim form described in Question 10, to see if you qualify.

**THE SETTLEMENT BENEFITS — WHAT YOU GET**

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

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

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

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

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

You can calculate your Recognized Loss in accordance with the formulas shown below in the Plan of Allocation. It is unlikely that you will receive a payment for all of your Recognized Loss. See the Plan of Allocation of Net Settlement Fund on pages 9 to 11 for more information on your Recognized Loss.

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

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

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

Please read the instructions carefully, fill out the Proof of Claim form, include all the documents the form requests, sign it, and mail or submit it to the Claims Administrator so that it is **postmarked or received no later than September 16, 2014**.

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

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

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

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

"Released Claims" means any and all claims, rights, causes of action, duties, controversies, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, losses, judgments, liabilities, allegations and arguments of every nature and description, including both known claims and Unknown Claims (defined below), whether arising under federal, state, local, foreign or statutory law, common law or administrative law, or any other law, rule or regulation, at law or in equity, whether class or individual in nature, whether fixed or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, that Lead Plaintiffs or any other Settlement Class Member: (i) asserted in the Action; or (ii) could have asserted in the Action or any other action or in any forum, that arise out of, relate to, or are in connection with the claims, allegations, transactions, facts, events, acts, disclosures, statements, representations or omissions or failures to act involved, set forth, or referred to in the complaints filed in the Action and that relate to the purchase or acquisition of HP's publicly traded common stock during the Class Period. For the avoidance of doubt, Released Claims do not include: (i) claims to enforce the Settlement; (ii) any governmental or regulatory agency's claims in any criminal or civil action against any of the Released Defendant Parties; and (iii) claims in *Gonzalez v.*

*Apotheker*, No. 30-2011-00511941-CU-BT-CJC (Super. Ct. Orange County); *Tyner v. Apotheker*, No. 30-2011-00513236-CU-BT-CJC (Super. Ct. Orange County); *Espinoza v. Apotheker*, No. SACV 11-01454 AG (RNBx) (C.D. Cal.); *Salat v. Apotheker*, No. SACV 11-01456 AG (RNBx) (C.D. Cal.); and *In re Hewlett-Packard Company Shareholder Derivative Litigation*, No. SACV 11-01454 AG (RNBx) (C.D. Cal.).

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

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

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

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

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

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

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

If you do not want a payment from this Settlement, but you want to keep any right you may have to sue or continue to sue Defendants and the other Released Defendant Parties on your own concerning the Released Claims, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself or “opting out.” **Please note:** if you decide to exclude yourself, there is a risk that any lawsuit you may thereafter file to pursue claims alleged in the Action may be dismissed, including if such suit is not filed within the applicable time periods required for filing suit. Also, HP may terminate the Settlement if Settlement Class Members who purchased in excess of a certain amount of HP’s publicly traded common stock opt out from the Settlement Class.

<b>13. How do I exclude myself from the proposed Settlement?</b>
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To exclude yourself from the Settlement Class, you must mail a signed letter stating that you “wish to be excluded from the Settlement Class in *In re Hewlett-Packard Company Securities Litigation*, No. SACV 11-1404 (C.D. Cal.).” You cannot exclude yourself by telephone or e-mail. Your letter must state the number of shares of HP publicly traded common stock that you owned as of the beginning of trading on November 22, 2010 (the first day of the Class Period), and the date(s), price(s), and number(s) of shares of all of your purchases, acquisitions, and sales of HP publicly traded common stock during the Class Period. Your letter must include your name, mailing address, telephone number, e-mail address, signature, and documentation, such as brokerage statements, showing your reported trading of HP publicly traded common stock. You must submit your exclusion request so that it is **received no later than August 25, 2014** to:

*Hewlett-Packard Securities Litigation*  
c/o GCG  
Attn: Exclusions Dept.  
P.O. Box 10056  
Dublin, OH 43017-6656

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

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

No. Unless you properly exclude yourself, you remain in the Settlement Class and you give up any rights to sue Defendants and the other Released Defendant Parties for any and all Released Claims. If you do not exclude yourself, you will not be entitled to receive any recovery in any other action against any of the Released Defendant Parties based on or arising out of the Released Claims. If you have a pending lawsuit, **speak to your lawyer in that case immediately**. You must exclude yourself from this Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is **August 25, 2014**.

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

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

**THE LAWYERS REPRESENTING YOU**

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

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

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

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

Plaintiffs' Counsel have not been paid for any of their work. They will ask the Court to award them, from the Settlement Fund, attorneys' fees of no more than 25% of the Settlement Fund, plus interest on such fees at the same rate as earned by the Settlement Fund. Plaintiffs' Counsel will also seek payment of litigation expenses incurred by Plaintiffs' Counsel in connection with the prosecution of this Action of no more than \$525,000, plus interest on such expenses at the same rate as earned by the Settlement Fund.

**OBJECTING TO THE SETTLEMENT**

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

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

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

To object, you must send a signed letter stating that you object to the proposed Settlement in "*In re Hewlett-Packard Company Securities Litigation*, No. SACV 11-1404 (C.D. Cal.)." You must include your name, address, telephone number, e-mail address, and signature; identify the date(s), price(s), and number(s) of shares of all purchases, acquisitions, and sales of HP publicly traded common stock during the Class Period; identify the number of shares of HP publicly traded common stock owned as of the beginning of trading on November 22, 2010; and state the reasons why you object to the Settlement and which part(s) of the Settlement you object to. You must supply documentation, such as brokerage statements, showing your reported trading in HP publicly traded common stock. Unless otherwise ordered by the Court, any Settlement Class Member who does not object in the manner described herein will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement and the Fee and Expense Application. Your objection must be filed with the Court **and** mailed or delivered to the following counsel so that it is **received on or before August 25, 2014**:

**The Court:**

Clerk of the Court  
United States District Court for the Central  
District of California  
United States Courthouse  
411 West Fourth Street, Room 1053  
Santa Ana, CA 92701

**Co-Lead Counsel:**

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

**MOTLEY RICE LLC**

Gregg S. Levin, Esq.  
28 Bridgeside Boulevard  
Mt. Pleasant, South Carolina 29464

**Defendants' Counsel Representatives:**

**MORGAN, LEWIS & BOCKIUS LLP**  
Marc J. Sonnenfeld, Esq.  
1701 Market Street  
Philadelphia, PA 19103

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

You do not need to attend the Settlement Hearing to have your written objection considered by the Court. However, any Settlement Class Member who has not submitted a request for exclusion from the Settlement Class and who has complied with the procedures set out in this Question 18 and below in Question 22 may appear at the Settlement Hearing and be heard, to the extent allowed by the Court, about any objection to the Settlement, the Plan of Allocation, or Plaintiffs' Counsel's Fee and Expense Application. Any such objector may appear in person or arrange, at his, her, or its own expense, for a lawyer to represent him, her, or it at the Settlement Hearing.

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

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

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

**THE SETTLEMENT HEARING**

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

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

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

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

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

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

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

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

**IF YOU DO NOTHING**

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

If you do nothing and you are a member of the Settlement Class, you will receive no money from this Settlement and you will be precluded from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit against Defendants and the other Released Defendant Parties concerning the Released Claims. To share in the Net Settlement Fund, you must submit a Proof of Claim form (see Question 10). To start, continue, or be a part of any other lawsuit against Defendants and the other Released Defendant Parties concerning the Released Claims in this case, you must exclude yourself from the Settlement Class (see Question 13).

**GETTING MORE INFORMATION**

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

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may review the Settlement Agreement filed with the Court or documents in the case at the Office of the Clerk of the United States District Court for the Central District of California, 411 West Fourth Street, Room 1053, Santa Ana, California 92701, on weekdays (other than court

holidays) between 10:00 a.m. and 4:00 p.m. Subscribers to PACER, a fee-based service, can also view the papers filed publicly in the Action through the Court's on-line Case Management/Electronic Case Files System at <http://www.pacer.gov>.

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

**Please do not Call the Court with Questions about the Settlement.**

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

### **A. Preliminary Matters**

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

The purpose of this Plan of Allocation of the Net Settlement Fund ("Plan of Allocation" or "Plan") is to establish a reasonable and equitable method of distributing the Net Settlement Fund among Authorized Claimants who allegedly suffered economic losses as a result of the alleged violations of the federal securities laws, as opposed to losses caused by market or industry factors or Company-specific factors unrelated to the alleged violations of law. For purposes of determining the amount an Authorized Claimant may recover under this Plan, Co-Lead Counsel have conferred with a consulting damages expert and others. This Plan is intended to be generally consistent with an assessment of, among other things, the damages that Co-Lead Counsel and Lead Plaintiffs believe were recoverable in the Action. The Plan, however, is not a formal damages analysis and the calculations made pursuant to the Plan are not intended to be estimates of, nor indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. Because the Net Settlement Fund is less than the total losses alleged to be suffered by Class Members, the formulas described below for calculating Recognized Losses and Recognized Claims are not intended to estimate the amount that will actually be paid to Authorized Claimants. Rather, these formulas provide the basis on which the Net Settlement Fund will be distributed among Authorized Claimants.

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

Defendants, their respective counsel, and all other Released Defendant Parties will have no responsibility or liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation, or the payment of any claim. Lead Plaintiffs and Co-Lead Counsel likewise will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

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

1. For purposes of determining whether a claimant has a "Recognized Claim" in the Settlement, purchases, acquisitions, and sales of HP publicly traded common stock will first be matched on a First In/First Out ("FIFO") basis as set forth below.
2. For each share of HP publicly traded common stock purchased or otherwise acquired during the Class Period and sold before the close of trading on November 16, 2011,<sup>3</sup> an "Out of Pocket Loss" will be calculated by the Claims Administrator. Out of Pocket Loss is defined as the purchase price (excluding all fees, taxes, and commissions) minus the sale price (excluding all

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

fees, taxes, and commissions). To the extent the calculation of the Out of Pocket Loss results in a negative number, that number shall be set to zero.

3. A "Recognized Loss Amount" will be calculated by the Claims Administrator as set forth below for each HP publicly traded common stock share purchased or otherwise acquired during the Class Period (November 22, 2010 to and through August 18, 2011), that is listed in the Proof of Claim and for which adequate documentation is provided. To the extent that the calculation of a claimant's Recognized Loss Amount results in a negative number, that number shall be set to zero.
4. For each share of HP publicly traded common stock purchased or acquired during the Class Period, and:
  - A. Sold prior to August 19, 2011, the Recognized Loss Amount for each share shall be zero.
  - B. Sold on or after August 19, 2011, and before the close of trading on November 16, 2011, the Recognized Loss Amount for each share shall be **the lesser of:**
    - (i) \$6.14;
    - (ii) the purchase/acquisition price of each such share (excluding all fees, taxes, and commissions) *minus* the average closing price between August 19, 2011 and the date of sale as set forth in **Table 1** below; or
    - (iii) the Out of Pocket Loss.
  - C. Held as of the close of trading on November 16, 2011, the Recognized Loss Amount for each share shall be **the lesser of:**
    - (i) \$6.14; or
    - (ii) the purchase/acquisition price of each such share (excluding all fees, taxes, and commissions) *minus* \$24.97 (the average closing price of HP publicly traded common stock between August 19, 2011 and November 16, 2011, as shown on the last line of **Table 1** below).

The Recognized Loss Amount as calculated in Paragraph 4 above shall be reduced by an additional factor to reflect the increased litigation risk for purchases made prior to June 1, 2011. For purchases/acquisitions of HP publicly traded common stock made between November 22, 2010 and February 8, 2011, inclusive, the Recognized Loss Amount from Paragraph 4 will be reduced by 50%. For purchases/acquisitions of HP publicly traded common stock made between February 9, 2011 and May 31, 2011, inclusive, the Recognized Loss Amount from Paragraph 4 will be reduced by 25%. These percentage reductions reflect Co-Lead Counsel's good faith assessment of the relative strength and weaknesses of Settlement Class Members' claims against Defendants and upon consideration of the Court's rulings on Defendants' motions to dismiss.

#### ADDITIONAL PROVISIONS OF THE PLAN OF ALLOCATION

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

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

The date of covering a "short sale" is deemed to be the date of purchase or acquisition of HP publicly traded common stock. The date of a "short sale" is deemed to be the date of sale of HP publicly traded common stock. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on "short sales" is zero. In the event that a claimant has an opening short position in HP publicly traded common stock, the earliest Class Period purchases or acquisitions shall be matched against such opening short position and not be entitled to a recovery until that short position is fully covered.

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

The sum of a claimant's Recognized Loss Amounts will be the claimant's "Recognized Claim." A claimant's Recognized Claim shall be the amount used by the Claims Administrator to calculate the claimant's pro rata share of the Net Settlement Fund. If the sum total of Recognized Claims of all claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net

Settlement Fund, each claimant shall receive his, her, or its pro rata share of the Net Settlement Fund. The pro rata share shall be the claimant's Recognized Claim divided by the total of Recognized Claims of all claimants, multiplied by the total amount in the Net Settlement Fund.

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

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

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

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

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

If you purchased or otherwise acquired the publicly traded common stock of HP during the Class Period for the beneficial interest of a person or organization other than yourself, the Court has directed that, WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF THIS NOTICE, you either: (a) provide to the Claims Administrator the name and last known address of each person or organization for whom or which you purchased such HP security during such time period; or (b) request additional copies of this Notice and the Proof of Claim form, which will be provided to you free of charge, and within seven (7) days mail the Notice and Proof of Claim form directly to the beneficial owners of that security. If you choose to follow alternative procedure (b), the Court has directed that, upon such mailing, you send a statement to the Claims Administrator confirming that the mailing was made as directed. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Claims Administrator:

*Hewlett-Packard Securities Litigation*  
c/o GCG  
P.O. Box 10056  
Dublin, OH 43017-6656

Dated: May 19, 2014

BY ORDER OF THE UNITED  
STATES DISTRICT COURT FOR  
THE CENTRAL DISTRICT OF CALIFORNIA

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

<b>Date</b>	<b>Closing Price</b>	<b>Average Closing Price Between August 19, 2011 and Date In First Column</b>
8/19/2011	\$23.60	\$23.60
8/22/2011	\$24.45	\$24.03
8/23/2011	\$24.54	\$24.20
8/24/2011	\$25.21	\$24.45
8/25/2011	\$25.03	\$24.57
8/26/2011	\$24.82	\$24.61
8/29/2011	\$26.12	\$24.82
8/30/2011	\$26.05	\$24.98
8/31/2011	\$26.03	\$25.09
9/1/2011	\$25.67	\$25.15
9/2/2011	\$24.34	\$25.08
9/6/2011	\$23.63	\$24.96
9/7/2011	\$24.14	\$24.89
9/8/2011	\$23.87	\$24.82
9/9/2011	\$22.65	\$24.68
9/12/2011	\$22.58	\$24.55
9/13/2011	\$22.70	\$24.44
9/14/2011	\$22.93	\$24.35
9/15/2011	\$23.27	\$24.30
9/16/2011	\$23.53	\$24.26
9/19/2011	\$22.91	\$24.19
9/20/2011	\$22.47	\$24.12
9/21/2011	\$23.98	\$24.11
9/22/2011	\$22.80	\$24.06
9/23/2011	\$22.32	\$23.99
9/26/2011	\$22.71	\$23.94
9/27/2011	\$23.59	\$23.92
9/28/2011	\$23.19	\$23.90
9/29/2011	\$23.78	\$23.89
9/30/2011	\$22.45	\$23.85
10/3/2011	\$22.20	\$23.79
10/4/2011	\$23.02	\$23.77
10/5/2011	\$23.86	\$23.77
10/6/2011	\$25.05	\$23.81
10/7/2011	\$24.88	\$23.84
10/10/2011	\$25.74	\$23.89
10/11/2011	\$25.92	\$23.95
10/12/2011	\$25.87	\$24.00
10/13/2011	\$25.63	\$24.04
10/14/2011	\$26.11	\$24.09
10/17/2011	\$24.86	\$24.11
10/18/2011	\$25.61	\$24.15
10/19/2011	\$24.98	\$24.16
10/20/2011	\$24.74	\$24.18
10/21/2011	\$25.38	\$24.20
10/24/2011	\$26.02	\$24.24
10/25/2011	\$25.05	\$24.26
10/26/2011	\$25.75	\$24.29
10/27/2011	\$26.99	\$24.35
10/28/2011	\$27.94	\$24.42
10/31/2011	\$26.61	\$24.46
11/1/2011	\$25.64	\$24.48
11/2/2011	\$25.91	\$24.51
11/3/2011	\$26.84	\$24.55
11/4/2011	\$26.97	\$24.60
11/7/2011	\$27.88	\$24.66
11/8/2011	\$27.84	\$24.71
11/9/2011	\$26.33	\$24.74
11/10/2011	\$26.76	\$24.78
11/11/2011	\$27.58	\$24.82
11/14/2011	\$27.32	\$24.86
11/15/2011	\$28.24	\$24.92
11/16/2011	\$27.93	\$24.97