

## **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release (“**Agreement**”) is entered into by, between and among Plaintiffs Rodney Carvalho and Mark Maher (“**Plaintiffs**”), on behalf of themselves and the Settlement Class (as defined below), on the one hand, and Defendant HP Inc. (“**HP**”), on the other (together, the “**Parties**”).

### **RECITALS**

A. **WHEREAS**, on June 5, 2021, Plaintiff Rodney Carvalho, by and through his counsel, EDGE, A Professional Law Corporation and Capstone Law APC, filed a case in the United States District Court, Northern District of California, captioned *Rodney Carvalho v. HP Inc.*, and assigned case number 5:21-cv-08015 (“the Action”). On December 3, 2021, Plaintiffs filed a First Amended Complaint, which added Mark Maher as a plaintiff. Plaintiffs subsequently filed a Second Amended Complaint on July 15, 2022, alleging (1.) Violations of California’s Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.*; (2.) Unjust Enrichment; (3.) Violations of California’s False Advertising Law, Bus. & Prof. Code § 17500; and (4.) Violations of California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

B. **WHEREAS**, the Parties and their counsel conducted a mediation session on June 12, 2024, before Hon. Irma E. Gonzalez (Ret.) of JAMS, and reached a settlement agreement in principle resolving this matter on a class-wide basis.

C. **WHEREAS**, Plaintiffs and HP separately have conducted an investigation of the facts and have analyzed the relevant legal issues in regard to the claims and defenses asserted in the Action (as defined below); Plaintiffs and their counsel believe that the claims asserted in the Action have merit, whereas HP denies that it has engaged in any wrongdoing and denies all claims asserted in the Action;

D. **WHEREAS**, the Parties also have considered the uncertainties of further litigation and the benefits to be obtained by settlement and have considered the costs, risks and delays associated with the continued prosecution of the Action and the likely appeals of any rulings in favor of either Plaintiffs or HP;

E. **WHEREAS**, the Parties have concluded that continued litigation could be protracted and expensive and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement in order to limit further expense, inconvenience and uncertainty;

F. **WHEREAS**, the Parties now desire to resolve all claims of Plaintiffs and the Settlement Class against HP that are asserted or that could have been asserted in the Action;

G. **WHEREAS**, the Parties wish to enter into a compromise and settlement to avoid the uncertainty and expense of litigation and to achieve a fair and reasonable resolution of the Action;

H. **WHEREAS**, the Parties intend for this Agreement to supersede all other agreements between the Parties that may exist;

I. **WHEREAS**, it is now the intention of the Parties and the objective of this Agreement to settle and dispose of, fully and completely and forever, any and all claims and causes of action that were or could have been asserted in the Action.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the covenants and agreements set forth herein, the Settlement Class Representatives, the Settlement Class, and HP, themselves and through their undersigned counsel, agree to settle the Action, subject to Court approval, under the following terms and conditions.

**1. DEFINITIONS.** Unless otherwise indicated above, the following shall be defined terms for purposes of this Agreement. Some of the definitions in this Section use terms that are defined later in the Section. All defined terms are italicized and listed in alphabetical order:

**1.1.** As used herein, the term “**Action**” means the class action lawsuit entitled *Carvalho, et al. v. HP, Inc.*, Case No. 5:21-cv-8015, that Plaintiffs filed on June 5, 2021, against HP in United States District Court, Northern District of California.

**1.2.** As used herein, the term “**Agreement**” means this Class Action Settlement Agreement and Release, including all amendments and exhibits hereto.

**1.3.** As used herein, the term “**Cash Benefit Schedule**” means and refers to the schedule of payments to be made to Settlement Class Members attached as Exhibit F hereto.

**1.4.** As used herein, the term “**Claim Form**” means the form that Settlement Class Members must submit to obtain the Settlement Class Relief available through this Settlement, in the form of Exhibit C hereto.

**1.5.** As used herein, the term “**Claims Submission Deadline**” means the date one hundred five (105) days after the date of entry of the Preliminary Approval Order, and is the deadline by which Settlement Class Members must submit a Claim Form to the Settlement Administrator for the claim to be considered valid, as set forth in Section 4.3 of this Agreement.

**1.6.** As used herein, the term “**Court**” means the United States District Court for the Northern District of California.

**1.7.** As used herein, the term “**Effective Date**” means the date on which all of the following events have occurred: (a) the Court has entered both the Final Approval Order and the Judgment and (b) either: (i) the time to appeal from the Judgment and all orders entered in connection with that Judgment has expired and no appeal has been taken (i.e., within thirty (30) days after entry of Judgment) or (ii) if a timely appeal of the Judgment and all orders entered in connection with that Judgment is taken, the date on which the Judgment and all orders entered in connection with that Judgment are no longer subject to further direct appellate review if the Judgment and all orders entered in connection with that Judgment have not been reversed in any way.

**1.8.** As used herein, the term “**Exclusion/Objection Deadline**” means the date one hundred five (105) days after the entry of the Preliminary Approval Order, and is the deadline by which Settlement Class Members must exclude themselves from the Settlement Class or object to the Settlement, as set forth in Sections 4.4 and 4.5 hereof.

**1.9.** As used herein, the term “**Final Approval Hearing**” means the hearing(s) to be held by the Court, at least two hundred (200) days after the date of entry of the Preliminary Approval Order, to consider and to determine whether the proposed Settlement of the Action on the terms of this Agreement should be finally approved as fair, reasonable and adequate, and whether both the Final Approval Order and Judgment should be entered.

**1.10.** As used herein, the term “**Final Approval Order**” means the order finally approving the Settlement and this Agreement, approving the Release and dismissing the claims asserted in the Action with prejudice.

**1.11.** As used herein, the term “**HP**” means Defendant HP Inc.

**1.12.** As used herein, the term “**HP’s Counsel**” means Morgan Lewis & Bockius LLP.

**1.13.** As used herein, the term “**Judgment**” means the Judgment to be entered by the Court.

**1.14.** As used herein, the term “**Long Form Notice**” means the Court-approved form of notice of the terms of the proposed Settlement that shall be provided to Settlement Class Members in the manner contemplated by Section 4.2 of this Agreement. The Long Form Notice shall be substantially in the form attached as Exhibit A hereto.

**1.15.** As used herein, the term “**Notice**” means the notice of the terms of the proposed Settlement provided to Settlement Class Members in the manner contemplated by Section 4.2 of this Agreement.

**1.16.** As used herein, the term “**Notice and Settlement Administration Costs**” means all fees, costs and other expenses, without limitation, relating to the Settlement Administrator’s implementation and administration of this Agreement.

**1.17.** As used herein, the term “**Objector**” means a Settlement Class Member that objects to the Settlement pursuant to the procedures laid out in Section 4.5.

**1.18.** As used herein, the term “**Order**” includes, as appropriate, the Preliminary Approval Order, the Final Approval Order, any orders relating to a Settlement Class Representative Service Award or any Settlement Class Counsel Attorneys’ Fees and Costs Award and the Judgment.

**1.19.** As used herein, the term “**Participating Settlement Class Members**” means all Settlement Class Members who do not timely and validly exclude themselves from the Settlement Class.

**1.20.** As used herein, the term “**Parties**” means the Plaintiffs, individually and in their capacity as representatives of the Settlement Class, and HP.

**1.21.** As used herein, the term “**Preliminary Approval Order**” means the order preliminarily approving this Agreement as fair, reasonable and adequate substantially in the form attached as Exhibit D hereto, subject to such modifications as the Court may direct.

**1.22.** As used herein, the term “**Releases**” means the releases and covenants not to sue granted pursuant to Section 3.6.

**1.23.** As used herein, the term “**Released Claims**” means any and all actual or potential claims, actions, causes of action, suits, counterclaims, cross claims, third party claims, contentions, allegations, and assertions of wrongdoing, and any demands for any and all debts, obligations, liabilities, damages (whether actual, compensatory, treble, nominal, punitive, exemplary, statutory, or otherwise), attorneys’ fees, costs, expenses, restitution, disgorgement, injunctive relief, any other type of equitable, legal, or statutory relief, any other benefits, or any penalties of any type whatever relating to or arising out of the claims that were or could have been asserted by Plaintiffs or the Settlement Class Members with respect to (1) the strikethrough prices and discounts advertised on HP’s website for the Settlement Class Products during the Settlement Class Period; or (2) the allocation, division, or payment of the Settlement Fund or any Class Member’s cash benefit, whether known or unknown, suspected or unsuspected, contingent or non-contingent, or discovered or undiscovered, whether asserted or unasserted, and, if asserted, whether asserted in federal court, state court, arbitration, or otherwise, whether asserted in an individual action, a putative class action, a *parens patriae* action, or other representative action (including any action purportedly brought on behalf of the general public of the United States or of a particular state, district, or territory therein), and whether triable before a judge or jury or otherwise, through the Class Period.

**1.24.** As used herein, the term “**Released Parties**” or “**HP**” means HP and any and all of its past, present, and future and direct and indirect predecessors, successors (including, without limitation, acquirers of all or substantially all of its assets, stock or other ownership interests), assigns, parents, subsidiaries, divisions, affiliates, or other related business entities, and their past, present and future, assigns, joint ventures, joint venturers, principals, trustees, partners, officers, directors, management, owners, employees, agents, attorneys, shareholders, advisors, and any representatives, heirs, executors, and administrators of any of the above.

**1.25.** As used herein, the term “**Releasing Party**” or “**Releasing Parties**” means the Plaintiffs, Participating Settlement Class Members, any person or entity claiming by, for, on behalf of or through them, and any agents, representatives, trustees, trusts, heirs, beneficiaries, estates, executors, administrators, advisors, successors, and assigns of any of the foregoing.

**1.26.** As used herein, the term “**Settlement**” means the full and final resolution of the Action and related claims effectuated by this Agreement.

**1.27.** As used herein, the term “**Settlement Administrator**” means or refers to that certain settlement administrator selected by Plaintiffs, the selection of which and any costs related thereto shall be subject to Court approval and subject to approval by HP, which approval will not be

unreasonably withheld. The Settlement Administrator shall perform the services contemplated by this Agreement and such other reasonable services to effectuate this Agreement.

**1.28.** As used herein, the term “***Settlement Class***” means or refers to individuals nationwide who purchased a Settlement Class Product (as defined below) during the Settlement Class Period. The class excludes individuals who (1) purchased more than two of the same Settlement Class Product in the same order; (2) are employees of HP and members of his/her immediate family; (3) who are judicial officers presiding over the action and members of their immediate family and judicial staff; (4) are counsel of record for the Parties, and their respective law firms; or (5) timely and properly exclude themselves from the Settlement Class.

**1.29.** As used herein, the term “***Settlement Class Counsel***” means (1) EDGE, A Professional Law Corporation, and (2) Capstone Law APC.

**1.30.** As used herein, the term “***Settlement Class Counsel Attorneys’ Fees and Costs Award***” means fees in an amount not to exceed one million dollars (\$1,000,000.00) in fees and costs, to be awarded at the discretion of the Court to Settlement Class Counsel, which awarded amount shall be paid only from the Settlement Fund as defined below.

**1.31.** As used herein, the term “***Settlement Class Member***” means any person who is a member of the Settlement Class.

**1.32.** As used herein, the term “***Settlement Fund***” means HP’s contribution of four million dollars (\$4,000,000) to a non-reversionary common fund, which shall be used to pay the (i) Settlement Class members’ claims; (ii) court-approved Notice and Settlement Administration Costs; (iii) court-approved Settlement Class Representatives’ Service Award; and (iv) court-approved Settlement Class Counsel Attorneys’ Fees and Costs Award. All residual funds will be distributed pro rata to Settlement Class members who submitted valid claims and cashed checks.

**1.33.** As used herein, the term “***Settlement Class Period***” means the period beginning June 5, 2021, to October 28, 2024.

**1.34.** As used herein, the term “***Settlement Class Products***” means the HP desktop computers, laptops, mice, and keyboards that were offered on sale more than 75% of the time the products were offered for sale during the Settlement Class Period, as identified in Exhibit E attached hereto.

**1.35.** As used herein, the term “***Settlement Class Representatives***” means Plaintiffs Rodney Carvalho and Mark Maher, individually and in their capacity as representatives of the Settlement Class.

**1.36.** As used herein, the term “***Settlement Class Representatives Service Award***” means an amount not to exceed five thousand dollars (\$5,000) for each of the Settlement Class Representatives, to be awarded at the discretion of the Court, intended to compensate the Settlement Class Representatives for their work on behalf of the Settlement Class and as consideration for his general release of claims, which awarded amount shall be paid only from the Settlement Fund.

**1.37.** As used herein, the term “**Settlement Website**” means the website that shall be created for Settlement administration purposes by the Settlement Administrator in the manner contemplated by Section 4.2(a).

**1.38.** As used herein, the term “**Short Form Notice**” means the notice of the terms of the proposed Settlement that will be mailed to all Settlement Class Members known to HP in the manner contemplated by Section 4.2(c). The Short Form Notice shall be substantially in the form attached as Exhibit B hereto.

## **2. SETTLEMENT ADMINISTRATION.**

**2.1. Settlement Administrator.** The Settlement Administrator shall administer various aspects of the Settlement as described in the next Sections hereafter and as specified elsewhere in this Agreement.

**2.2. Duties of Settlement Administrator.** The duties of the Settlement Administrator, in addition to any other responsibilities that are described in this Agreement or that are agreed to by the Parties, shall include:

(a) Providing Notice to Settlement Class Members as set forth in this Agreement and/or as otherwise directed by the Court;

(b) Establishing and maintaining the Settlement Website, which shall bear a URL as agreed to by the Parties, as a means for Settlement Class Members to obtain Notice and information about the Settlement;

(c) Providing an address for (i) the submission of Claim Forms to the Settlement Administrator and (ii) mailed requests for exclusion from Settlement Class Members;

(d) Responding to any inquiries from Settlement Class Members;

(e) Processing and determining the validity of any requests for exclusion by Settlement Class Members;

(f) Providing interim reports on request and, within one hundred and twenty (120) days after the date of entry of the Preliminary Approval Order, a final report to Settlement Class Counsel and HP’s Counsel that provides information as directed by Settlement Class Counsel and HP’s Counsel;

(g) No later than sixty (60) days before the Final Approval Hearing, preparing an affidavit to submit to the Court affirming its compliance with the notice and settlement administration provisions of this Agreement and identifying any Settlement Class Members who timely and validly requested exclusion from the Settlement Class;

(h) Reviewing, determining the validity of and responding to all Claim Forms submitted;



(i) Providing all information to HP that it reasonably deems necessary so that it can perform its obligations under this Agreement, including processing and transmitting settlement payments to Settlement Class Members;

(j) Paying any invoices, expenses, taxes, fees and other costs as contemplated by this Agreement or as required by law; and

(k) Performing any other settlement administration-related functions reasonably necessary to effectuate this Agreement.

**2.3. Confidentiality.** The Settlement Administrator shall administer the Settlement in accordance with the terms of this Agreement and, without limiting the foregoing, shall treat any and all documents, communications and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications or other information to any person or entity except as provided for in this Agreement or by court order.

**2.4. Communications with the Press.** The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact or terms of this Settlement Agreement. Unless required by applicable law, neither Plaintiffs nor their counsel shall publicize the terms of this Settlement Agreement in any medium, or initiate or issue any press release or have any communications with the press or media concerning this Settlement Agreement except as ordered by the Court. Except as mandated by the Court, Plaintiffs' counsel shall not include, and shall affirmatively remove, any reference to any of the foregoing subjects in any advertising, mass mailing, website, or other communication. If counsel for either Party receives an inquiry about the Settlement from the media, counsel may respond only after the motion for preliminary approval has been filed. Notwithstanding the foregoing, nothing will prevent Class Counsel from communicating with members of the Class as necessary to fulfill their obligations as Class Counsel, and nothing in this section shall prohibit Class Counsel from including publicly available information from or about the Settlement Agreement on their websites or in their declarations in other cases describing their qualifications as counsel.

**2.5. Payment of Notice and Settlement Administration Costs.** Notice and Settlement Administration Costs shall be paid out from the Settlement Fund.

### **3. SETTLEMENT TERMS.**

#### **3.1. Certification of the Settlement Class.**

(a) Only for the purposes of Settlement and the proceedings contemplated herein for effectuating the Settlement, the Parties stipulate and agree that a Court may (i) certify the Settlement Class in accordance with the definition contained in Section 1.28, (ii) appoint Plaintiffs Rodney Carvalho and Mark Maher as Settlement Class Representatives to represent the Settlement Class for Settlement purposes, and (iii) appoint Settlement Class Counsel as counsel for the Settlement Class. Certification of the Settlement Class shall be effective and binding only with respect to the Settlement and this Agreement.

(b) It is expressly recognized and agreed that this stipulation as to the certification of a Settlement Class and the appointment of Settlement Class Representatives and Settlement Class Counsel shall be of no force and effect and has no evidentiary significance outside of enforcing the terms of this Agreement. By entering into this Agreement, HP does not waive its right to challenge or to contest the maintenance of any lawsuit against it as a class action and to oppose certification of any class other than the Settlement Class in connection with the Settlement memorialized in this Agreement.

**3.2. Settlement Class Consideration.** In consideration for the complete and final settlement of the Action, the Releases, and other promises and covenants set forth in this Agreement and subject to the other terms and conditions thereof, HP agrees to pay four million dollars (\$4,000,000.00) to a non-reversionary common fund (the “Settlement Fund”), which shall be used to pay the (i) Settlement Class members’ claims; (ii) court-approved Notice and Settlement Administration Costs; (iii) court-approved Settlement Class Representatives Service Award; and (iv) court-approved Settlement Class Counsel Attorneys’ Fees and Costs Award. All residual funds will be distributed pro rata to Settlement Class members who submitted valid claims. HP shall make this payment within 30 days after the Effective Date.

**3.3. Settlement Administration and Claims Process.** Settlement Class Representatives will select a third-party settlement administrator, the selection of which and any costs related thereto shall be subject to approval by HP, which approval will not be unreasonably withheld, and subject to Court approval. After deduction of the court-approved Notice and Settlement Administration Costs, court-approved Settlement Class Representatives’ Service Awards, and court-approved Settlement Class Counsel Attorneys’ Fees and Costs Award from the Settlement Fund, Settlement Class members who submit valid claims will receive a payment in accordance with the Cash Benefit Schedule. All residual funds will be distributed pro rata to Settlement Class members who submitted valid claims and cashed checks.

**3.4. Service Awards to the Settlement Class Representatives.**

(a) The Settlement Class Representatives may file a motion with the Court requesting a service award not to exceed five thousand dollars (\$5,000.00) for each Settlement Class Representative (the “Settlement Class Representatives Service Award”), to be paid from the Settlement Fund. Any such motion, if it is filed, must be filed no later than thirty-five (35) days prior to the Exclusion/Objection Deadline. Any such motion will be posted on the Settlement Website within one (1) business day after its filing. HP shall not oppose the motion or object to a request for such an award, provided that the Settlement Class Representatives do not seek service awards of more than five thousand dollars (\$5,000) each.

(b) The Settlement Class Representative’s entitlement, if any, to a Settlement Class Representatives Service Award will be determined by the Court. The Settlement shall not be conditioned on Court approval of a Settlement Class Representatives Service Award for the Settlement Class Representatives. In the event the Court declines any request or awards less than the amount sought, but otherwise approves the Settlement, the remaining provisions of this Agreement will continue to be effective and enforceable by the Parties. The Settlement Class Representatives agrees not to appeal an award in an amount that is less than requested.



### **3.5. Attorneys' Fees and Costs.**

(a) Settlement Class Counsel may file a motion with the Court requesting an award of attorneys' fees and costs not to exceed a total of one million dollars (\$1,000,000.00) (the "Settlement Class Counsel Attorneys' Fees and Costs Award"), to be paid from the Settlement Fund. Any such motion, if it is filed, must be filed no later than thirty-five (35) days prior to the Exclusion/Objection Deadline. Any such motion will be posted on the Settlement Website within one (1) business day after its filing. HP shall not oppose the motion or object to a request for such an award, provided that Settlement Class Counsel do not seek an award of fees and costs of more than one million dollars (\$1,000,000.00).

(b) Settlement Class Counsel's entitlement, if any, to an award of attorneys' fees, costs and/or expenses will be determined by the Court. The Settlement shall not be conditioned on Court approval of the Settlement Class Counsel Attorneys' Fees and Costs Award. In the event the Court declines any request or awards less than the amount sought, but otherwise approves the Settlement, the remaining provisions of this Agreement will continue to be effective and enforceable by the Parties.

### **3.6. Releases and Waivers of Rights**

(a) **Release by Releasing Parties.** Upon entry of the Final Approval Order and accompanying Judgment, and in addition to the preclusive effect of the dismissal with prejudice of the claims asserted in the Action pursuant to this Settlement, the Releasing Parties shall be deemed to have released, relinquished and forever discharged each of the Released Parties from any and all Released Claims during the Settlement Class Period. The Releasing Parties covenant and agree that they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute or enforce any Released Claim, directly or indirectly, against any of the Released Parties. However, this Agreement is not intended to and does not prohibit a Class Member from responding to inquiries posited by federal, state or local agencies and/or law enforcement, even if the inquiries relate to the Released Claims. Similarly, this Agreement is not intended to and does not prohibit a Class Member from bringing their concerns to federal, state or local agencies and/or law enforcement, even if those concerns relate to the Released Claims.

(b) **Waiver of Rights under Section 1542.** As to the Released Claims only, upon entry of the Final Approval Order and accompanying Judgment, and in exchange for the good and valuable consideration set forth herein, the Releasing Parties expressly waive and relinquish any and all rights or benefits that they as individuals or the class may have under section 1542 of the California Civil Code (or a similar, comparable, equivalent rule or regulation or the common law or equity in effect in any other jurisdiction) which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

The Releasing Parties acknowledge that the facts could be different than or in addition to those that they know or suspect to be the case, but they nonetheless agree to expressly waive and fully, finally and forever settle, release and discharge all Released Claims, including those Released Claims they do not know or suspect to exist as of the date of the Preliminary Approval Order. The waiver in this section shall extend only to the Released Claims and not to any other claims.

(c) **Additional Representations by Settlement Class Representatives and Settlement Class Counsel.** The Settlement Class Representatives represent that, as of the date of the execution of this Agreement, they are not aware of any additional claims that they or others have or may have against HP. Settlement Class Counsel represents that, as of the date of the execution of this Agreement, they are not aware of any other individuals or entities that have or may have claims against HP. To the extent any term herein imposes any restriction on Settlement Class Counsel's ability to practice law in violation of Rule 5.6 of the California Rules of Professional Conduct, such term shall be void, illegal, invalid, and unenforceable, and severed from this Agreement.

(d) **Releases Relating to Litigation Conduct.** The Settlement Class Representatives, Settlement Class Counsel, HP, and HP's Counsel agree to release each other from any and all claims relating in any way to any Party's or counsel's conduct in the Action, including but not limited to any claims of abuse of process, malicious prosecution or any other claims arising out of the institution, prosecution, assertion or resolution of the Action. The list of claims released by this Section 3.6(c) includes, but is not limited to, claims for attorneys' fees, costs of suit, or sanctions of any kind except as otherwise set forth in this Agreement.

#### **4. CLASS SETTLEMENT PROCEDURES.**

**4.1. Preliminary Approval.** The Parties agree that, as ordered by the Court, no later than October 28, 2024, the Settlement Class Representatives shall file a motion asking the Court to certify conditionally the Settlement Class and enter the Preliminary Approval Order. For purposes of Settlement only, HP will not oppose the certification of the Settlement Class.

**4.2. Settlement Class Notice.** Subject to Court approval, the Parties agree to the following Settlement Class Notice Procedures:

(a) As soon as practicable, and no later than thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator will establish and maintain a Settlement Website hosted at [www.HPsettlement.com](http://www.HPsettlement.com) (or another URL mutually agreed-upon by the Parties) and dedicated to the Settlement, which shall contain the Long Form Notice, in both downloadable PDF format and HTML format; a Contact Information page that includes the address for the Settlement Administrator and address and telephone number for Settlement Class Counsel; the signed Preliminary Approval Order; and a downloadable version of the Claim Form.

While the Settlement Administrator shall have primary responsibility over the design and operation of the Settlement Website, the final design of the Settlement Website shall be subject to the final approval of Settlement Class Counsel and HP's Counsel. The Settlement Administrator shall add to the Settlement Website all other material filings by the Parties or the

Court regarding the Settlement, including, but not limited to, Settlement Class Counsel's application for an Attorneys' Fees and Costs Award and/or Settlement Class Representatives Service Awards, the motion for final approval, and any orders with respect to such applications and motions.

(b) Within thirty (30) days of the Court's entry of the Preliminary Approval Order, HP shall provide the Settlement Administrator with a list of the Settlement Class Members known to it in the form of an Excel spreadsheet identifying the following information for each Settlement Class Member to the extent available. This information shall be provided and used for settlement purposes only, and is subject to the provisions of the Parties' October 4, 2022 Stipulated Protective Order. This information shall not be disclosed, produced, or otherwise disseminated or utilized outside of the administration of class settlement for this Action.

- (i) Name
- (ii) Billing Address
- (iii) Email Address
- (iv) "Class ID Number" consisting of a unique identifying number for each class member
- (v) Order Number

(c) Within forty-five (45) days of the Court's entry of Preliminary Approval, the Settlement Administrator shall cause electronic mail of the Short Form Notice to all Settlement Class Members identified by HP. For any Settlement Class Member without an email address or whose electronic mail notice fails delivery, the Settlement Administrator shall physically mail via first class mail a copy of the Short Form Notice to the Settlement Class Member's billing address.

#### **4.3. Submission of Claims by Settlement Class Members.**

(a) Settlement Class Members will be provided an opportunity to submit, by mail or electronic submission, a Claim Form in accordance with Sections 3.2 and 3.3 hereof. The Settlement Administrator will mail the Claim Form to any Settlement Class Member upon request and make the Claim Form available on the Settlement Website.

(b) To be considered for payment, a Claim Form must be completed. The deadline to submit a Claim Form shall be one hundred five (105) days after the date of entry of the Preliminary Approval Order. Claim Forms will not be considered for payment if they are postmarked or emailed after the Claims Submission Deadline.

(c) The Settlement Administrator shall be responsible for reviewing, determining the validity of, and responding to all Claim Forms submitted. The Settlement Administrator, in conjunction with the Parties, shall use reasonable, adequate and customary procedures and standards to identify and to prevent the distribution of payments to those submitting fraudulent, untimely or invalid Claim Forms, and otherwise prevent fraud, waste and abuse in the claims process. The Settlement Administrator will approve Claim Forms and issue

payments based upon the terms and conditions of the Agreement and may reject Claim Forms that are invalid or evidence waste, fraud or abuse. The determination of the validity of all Claim Forms shall occur within one hundred and eighty (180) days of the date of entry of the Preliminary Approval Order. All Claim Forms that the Settlement Administrator deems invalid or untimely shall be identified and presented to the Parties, who shall meet-and-confer over the validity and timeliness of any Claim Form. If the Parties cannot agree whether a Claim Form is valid and timely, then the Settlement Administrator shall determine whether a Claim Form is valid and timely.

(d) The Settlement Funds will be allocated among Settlement Class Members pursuant to the Cash Benefit Schedule. Settlement Class Counsel are solely responsible for determining the Cash Benefit Schedule and seeking and obtaining court approval of the settlement payment amounts stated therein. HP shall be released from any responsibility or liability for any individual settlement amount allocation, division, or payment of any individual Settlement Class Member's settlement amount.

(e) No person or entity shall have any claim against the Settlement Class Representatives, HP, Settlement Class Counsel, HP's Counsel or the Settlement Administrator based on any determination regarding the validity of a Claim Form or the distributions or awards made in accordance with this Agreement and the Exhibits hereto.

(f) Court approval of the claims process set forth in this Section 4.3 (with the exception of the deadline to submit a Claim Form) is a material term of this Agreement.

**4.4. Requests for Exclusion.** The Notice shall inform Settlement Class Members that they may exclude themselves from the Settlement Class by mailing or submitting electronically to the Settlement Administrator a written request for exclusion that is postmarked or emailed no later than the Exclusion/Objection Deadline, *i.e.*, no later than one hundred five (105) days after the date of entry of the Preliminary Approval Order. To be effective, the request for exclusion must include (a) the Settlement Class Member's full name, telephone number and mailing address; (b) a clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class; (c) the name of the Action; and (d) the Settlement Class Member's signature or the like signature or affirmation of an individual authorized to act on the Settlement Class Member's behalf. Upon the Settlement Administrator's receipt of a timely and valid exclusion request, the Settlement Class Member shall be deemed excluded from the Settlement Class and shall not be entitled to any benefits of this Settlement. A Settlement Class Member may request to be excluded from the Settlement only on the Settlement Class Member's own behalf; a Settlement Class Member may not request that other Settlement Class Members (or a group or subclass of Settlement Class Members) be excluded from the settlement. The Settlement Administrator shall provide copies of all timely and valid exclusion requests to Settlement Class Counsel and HP's Counsel. A list of the Settlement Class Members who have timely and validly excluded themselves from the Settlement Class pursuant to this Section 4.4 shall be attached to the Final Approval Order or otherwise recorded by the Court.

**4.5. Objections.** The Notice shall inform Settlement Class Members that, if they do not request exclusion from the Settlement Class, they have the right to object to the proposed Settlement only by complying with the objection provisions set forth in this Section 4.5.

Settlement Class Members who object to the proposed Settlement shall remain Settlement Class Members, and shall have voluntarily waived their right to pursue any independent remedy for the Released Claims against the Released Parties. Any Settlement Class Member who wishes to object to the proposed Settlement must mail their objection in writing to the Court, which shall be postmarked or filed no later than the Exclusion/Objection Deadline, *i.e.*, no later than one hundred five (105) days after the date of entry of the Preliminary Approval Order. To be effective, an objection must (a) include the case name and case number; (b) contain the full name, mailing address, and telephone number of the Settlement Class Member objecting to the Settlement (the “Objector”); (c) include the Objector’s signature, or the like signature or affirmation of an individual authorized to act on the Objector’s behalf; (d) state with specificity the grounds for the objection; (e) state whether the objection applies only to the Objector, to a specific subset of the class, or to the entire class; (f) contain the name, address, bar number, and telephone number of counsel for the Objector, if represented by an attorney in connection with the objection; and (g) state whether the Objector intends to appear at the Final Approval Hearing, either in person or through counsel. If the Objector or his or her attorney intends to present evidence at the Final Approval Hearing, the objection must contain the following information: a detailed description of all evidence the Objector will offer at the Final Approval Hearing, including copies of any and all exhibits that the Objector may introduce at the Final Approval Hearing. To the extent any Settlement Class Member objects to the proposed Settlement, and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Approval Order and accompanying Judgment. Settlement Class Members who submit timely written objections shall be informed if the Final Approval Hearing is continued for any reason.

**4.6. Finality of Settlement.** The Settlement shall become final and effective on the Effective Date.

## **5. FINAL JUDGMENT AND RELEASES.**

**5.1. Approval of this Agreement.** Counsel for all Parties will jointly take all necessary and appropriate steps to secure the Court’s approval of this Agreement. The Parties intend to use their best efforts to obtain approval of the Settlement and entry of the orders contemplated herein, including, without limitation, seeking certification of a Settlement Class and the entry of Preliminary and Final Approval Orders. Settlement Class Counsel shall prepare and file motions seeking preliminary and final approval, which are subject to HP’s reasonable review and approval. HP may, but is not required to, submit a memorandum or evidence in support of preliminary or final approval. HP shall not be responsible for justifying to the Court the amount of any Settlement Class Representatives Service Award or any Settlement Class Counsel Attorneys’ Fees and Costs Award, and HP shall have no obligation to provide or submit any materials to justify any such awards.

**5.2. Final Approval Order and Judgment.** The Settlement is contingent upon entry of a Final Approval Order approving the terms and conditions of this Agreement, and judgment thereon. The Settlement Class Representatives and Settlement Class Counsel shall file a motion seeking the Court’s entry of the Final Approval Order.

**5.3. Effect of Agreement if Settlement Is Not Preliminarily Approved.** This Agreement is entered into only for the purpose of Settlement. If preliminary approval of the



Settlement does not occur, then the Parties agree to cooperate and work together in good faith to amend the Settlement and submit any additional filings as reasonably necessary to obtain preliminary approval. If preliminary approval of the Settlement still does not occur, the Parties agree to resume settlement discussions in good faith for at least fourteen (14) days or other time period mutually agreed upon by the Parties. If after 14 days or other time period mutually agreed upon by the Parties, the Parties have not agreed to amended or revised settlement terms, then the Parties shall jointly request that the Court reset all pre-trial and trial deadlines and dates.

**5.4. Effect of Agreement if Settlement Is Not Preliminarily or Finally Approved.**

Subject to Section 5.3 above, if approval of the Settlement does not occur, then the Settlement shall be void, shall have no force or effect and shall impose no obligations on the Parties. Under such circumstances, this Agreement may *not* be introduced into evidence under any circumstances, including but not limited to in connection with any motion for class certification. The intent of this Section 5.4 is that, if approval is denied, the Parties will revert to their positions immediately prior to settlement, and the Action will resume without prejudice to any party (*i.e.*, to their positions *ab initio*). In the event of such a reversion, the Parties agree that no class will be deemed to have been certified.

**5.5. Entry of Judgment and Retention of Jurisdiction to Enforce.** Upon entry of the Final Approval Order and accompanying Judgment, except as to any Settlement Class Members who have validly and timely requested exclusion, all Released Claims in the Action shall be dismissed with prejudice pursuant to this Settlement. Dismissal with prejudice is a material term of this Settlement. The Court shall retain jurisdiction over the parties to enforce the terms of the judgment.

**6. ADDITIONAL PROVISIONS**

**6.1. No Admission of Liability or Wrongdoing.** This Agreement reflects the compromise and settlement of disputed claims among the Parties. Its constituent provisions, and any and all drafts, communications and discussions relating thereto, shall not be construed as, used for or deemed to be evidence of an admission or concession of any point of fact or law by any person or entity and shall not be offered or received in evidence or requested in discovery in the Action or any other litigation or proceeding as evidence of an admission or concession. HP has denied and continues to deny each of the claims and contentions alleged by the Settlement Class Representatives in the Action. HP has asserted and continues to assert defenses thereto, and HP has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the various complaints in the Action.

**6.2. Termination.** If the Court for any reason does not enter any material part of the Preliminary Approval Order or the Final Approval Order or Judgment, or if any of those Orders (with the exception of any provision of these Orders relating to any Settlement Class Representatives Service Award or any Settlement Class Counsel Attorneys' Fees and Costs Award) is materially modified, reversed or set aside on further judicial review, or if for any other reason the Settlement does not become final, or if the Court or a reviewing court takes any action to expand, impair, or reduce the scope or effectiveness of the Releases set forth in Sections 3 and 5 or to impose greater financial or other burdens on HP than those contemplated in this Agreement, then either Party shall have the option of terminating this Agreement. If a Party exercises this



option, this Agreement shall become null and void *ab initio* without prejudice to the *status quo ante* rights, positions and privileges of the Parties, except as otherwise expressly provided herein. In the event of a termination, this Agreement shall have no force or effect and the Parties will return to the *status quo ante* in the Action as it existed prior to settlement. The Parties will also be prohibited from using this Settlement and any settlement or mediation communications as evidence in the Action. The Parties further agree to cooperate in asking the Court to set a reasonable schedule for the resumption of the Action. If any party chooses to terminate this agreement, it shall be solely responsible for paying the costs of the Settlement Administrator incurred prior to and as a result of the termination.

**6.3. Publicity.** The Parties will cooperate and agree not to make any public statements regarding this Settlement. In no event shall the Parties or their counsel make any public statements that disparage the business or reputation of the other Party (or their counsel in this Action) based on the subject matter or the conduct of the Action.

**6.4. Fair, Adequate and Reasonable Settlement.** The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, present and potential. This Settlement was reached after negotiations that included a mediation session and extensive follow-up negotiations.

**6.5. Stay and Bar of Other Proceedings.** Pending determination of whether the Settlement should be granted final approval, the Parties agree not to pursue any claims or defenses otherwise available to them in the Action.

**6.6. HP's Right to Rescind.** HP will have, in its sole discretion, the right to void and withdraw from the Settlement if, at any time prior to Final Approval Hearing, five hundred (500) members or more of the Settlement Class timely and properly exclude themselves from the Settlement Class. HP must exercise this right to rescind in writing to Settlement Class Counsel within fourteen (14) calendar days after receiving the list of persons who have requested exclusion from the Settlement Class as described above. If HP exercises this right to rescind, HP will be solely responsible for all Notice and Settlement Administration Costs incurred as of the date of rescission.

**6.7. No Prior Assignments.** The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

**6.8. Voluntary Agreement.** This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties or of any other person, firm or entity.

**6.9. Binding On Successors.** This Agreement shall bind and inure to the benefit of the respective past, present and future, parents, subsidiaries, affiliates, predecessors, directors, officers, employees, attorneys, agents, successors, assigns, legatees, heirs and personal representatives of each of the Parties.

**6.10. Parties Represented by Counsel.** The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, that they have read this Agreement and have had it fully explained to them by such counsel and that they are fully aware of the contents of this Agreement and of its binding nature and legal effect.

**6.11. Reliance.** This Agreement is executed without reliance upon any representations by Plaintiffs and the Class or their agents, on the one hand, and HP and its agents, on the other hand.

**6.12. Authorization.** Each Party warrants and represents that there are no liens, or claims of lien, or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein by that Party and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

**6.13. Construction and Interpretation.** Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. The Parties waive the application of any applicable law, regulation, holding or rule of construction providing that ambiguities in an agreement shall be construed against the party drafting such agreement.

**6.14. Headings.** The various headings used in this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Agreement.

**6.15. Exhibits.** The exhibits to this Agreement constitute material parts of this Agreement and are incorporated by reference herein.

**6.16. Effect of Weekends and Holidays.** If any date or deadline in this Agreement falls on a Saturday, Sunday or federal holiday, the next business day following the date or deadline shall be the operative date.

**6.17. Merger and Integration.** This Agreement—including the Recitals to this Agreement, which are contractual in nature and form a material part of this Agreement—contains the entire, complete and integrated statement of each and every term and condition agreed to by and among the Parties, is not subject to any term or condition not provided for herein and supersedes, extinguishes and replaces all previous agreements, discussions and negotiations. This Agreement shall not be modified in any respect except by a writing executed by duly authorized representatives of all Parties hereto. In entering into this Agreement, no Party has made or relied on any warranty or representation not specifically set forth herein. There shall be no waiver of any term or condition absent an express writing to that effect by the Party to be charged with that waiver. No waiver of any term or condition in this Agreement by any Party shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Agreement.

**6.18. Modifications and Amendments.** No amendment, change or modification of this Agreement or any part thereof shall be valid unless in writing signed by the Parties.

**6.19. Governing Law.** This Agreement is entered into in accordance with the laws of the State of California and shall be governed by and interpreted in accordance with the laws of the State of California, without regard to any conflicts of laws principles.

**6.20. Further Assurances.** Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of its obligations hereunder to carry out the express intent of the Parties hereto.

**6.21. Continuing Jurisdiction.** The parties shall ask the Court to retain jurisdiction over the interpretation, effectuation and implementation of this Agreement.

**6.22. Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Agreement, and electronic (e.g., DocuSign) copies, may be treated as originals.

**6.23. Notice.** Any notice required or permitted to be given in connection with this Agreement shall be served by email to the parties identified below and a copy shall be sent by email to all counsel of record at their respective email addresses of record:

If to Plaintiffs:

EDGE, A PROFESSIONAL LAW  
CORPORATION  
Daniel A. Rozenblatt  
daniel.rozenblatt@edge.law  
Natasha Dandavati  
natasha.dandavati@edge.law  
981 Mission Street 20  
San Francisco, CA 94103  
Telephone: (415) 515-4809

CAPSTONE LAW APC  
Cody R. Padgett (SBN 275553)  
cody.padgett@capstonelawyers.com  
Laura E. Goolsby (SBN 321721)  
laura.goolsby@capstonelawyers.com  
Nathan N. Kiyam (SBN 317677)  
nate.kiyam@capstonelawyers.com  
1875 Century Park East, Suite 1000  
Los Angeles, California 90067  
Telephone: (310) 556-4811

If to Defendants:


MORGAN, LEWIS & BOCKIUS LLP  
Molly Moriarty Lane, Bar No. 149206  
molly.lane@morganlewis.com  
Phillip J. Wiese, Bar No. 291842  
phillip.wiese@morganlewis.com  
Christina Chen, Bar No. 294921  
christina.chen@morganlewis.com  
One Market  
Spear Street Tower  
San Francisco, CA 94105-1596  
Tel: +1.415.442.1000  
Fax: +1.415.442.1001

**IN WITNESS WHEREOF**, each of the signatories has read and understood this Agreement, has executed it, and represents that he or she is authorized to execute this Agreement on behalf of the Party or Parties he or she represents, who or which has agreed to be bound by its terms and has entered into this Agreement.

Agreed to by:

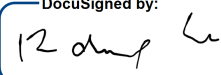
**FOR HP INC.:**


By:  Signed by: April 8, 2025  
132F034B41B4459...  
**HP INC.** Date

By:  4/8/2025  
Molly Moriarty Lane Date  
Phillip J. Wiese  
Christina Chen  
**MORGAN, LEWIS & BOCKIUS LLP**

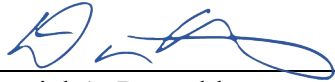
*Counsel for HP Inc.*

**FOR THE SETTLEMENT CLASS REPRESENTATIVES, SETTLEMENT CLASS COUNSEL, AND THE SETTLEMENT CLASS:**

By:  DocuSigned by: 4/8/2025  
57AEAD05A6D14EA...  
Rodney Carvalho Date

By:  DocuSigned by: 4/8/2025  
EBFFEEC7536E47B...  
Mark Maher Date

By:



Daniel A. Rozenblatt  
Natasha Dandavati  
**EDGE, A PROFESSIONAL LAW  
CORPORATION**

4/8/2025

Date

Cody R. Padgett  
Nathan N. Kayam  
**CAPSTONE LAW APC**

*Counsel for Plaintiffs and the Settlement Class*