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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

In re HPE ENTERPRISE SERVICES-DXC )  
TECHNOLOGY CO. MERGER LITIGATION)

Lead Case No. 19CV353132

CLASS ACTION

This Document Relates To:

STIPULATION OF SETTLEMENT

ALL ACTIONS.

Assigned for All Purposes to:  
Judge: Honorable Charles F. Adams  
Dept. 7

Date Action Filed: August 20, 2019

1 This Stipulation of Settlement, dated October 15, 2025 (the “Stipulation”), in the consolidated  
2 action captioned *In re HPE Enterprise Services-DXC Technology Co. Merger Litigation*, Lead Case  
3 No. 19CV353132 (the “Action”), pending before the Superior Court of California, County of Santa  
4 Clara (“Court”), is entered into by and between Plaintiffs and Class Representatives Jason McLees  
5 (“McLees”) and Palm Tran, Inc. Amalgamated Transit Union Local 1577 Pension Plan (“Palm Tran”  
6 and, together with McLees, “Plaintiffs”), on behalf of themselves and the Class (as defined below),  
7 and Defendants Hewlett Packard Enterprise Company (“HPE”), DXC Technology Company  
8 (“DXC”), Rishi Varma, Timothy C. Stonesifer, Jeremy K. Cox, Mukesh Aghi, Amy E. Alving, David  
9 Herzog, Sachin Lawande, J. Michael Lawrie, Julio A. Portalatin, Peter Rutland, Manoj P. Singh,  
10 Margaret C. Whitman, and Robert F. Woods (collectively, “Individual Defendants” and, together with  
11 HPE and DXC, “Defendants”), by and through their respective counsel. The Stipulation is intended  
12 by Plaintiffs and Defendants (collectively, the “Parties,” and each individually, a “Party”) to fully,  
13 finally, and forever resolve, discharge, release, and settle the Released Plaintiffs’ Claims and Released  
14 Defendants’ Claims (as defined below) upon and subject to the terms and conditions hereof, and  
15 subject to Court approval pursuant to California Code of Civil Procedure § 382 and California Rule  
16 of Court 3.769.

17 **I. SUMMARY OF CLAIMS AND PROCEDURAL HISTORY**

18 Plaintiffs in this Action allege violations of Sections 11, 12, and 15 of the Securities Act of  
19 1933 against HPE, DXC, and certain current and former officers and directors of DXC and HPE. The  
20 Second Amended Consolidated Complaint (“SAC”), filed on September 21, 2022, alleges that the  
21 registration statement and prospectus (“Offering Materials”) issued to effectuate the April 2017 spin-  
22 merger transaction that formed DXC (the “April 1, 2017 Merger Exchange”), contained  
23 misrepresentations and omissions of fact concerning DXC’s workforce optimization plans. The Court  
24 overruled Defendants’ October 21, 2022 demurrer to the SAC on January 23, 2023. Thereafter, the  
25 Parties engaged in fact discovery, including serving requests for the production of documents as well  
26 as special and form interrogatories, and conducting depositions.

1 On May 2, 2024, the Court granted Plaintiffs’ motion to certify a class consisting of all persons  
2 who acquired DXC common stock in direct exchange for Computer Sciences Corporation, Inc.  
3 (“CSC”) securities in the April 1, 2017 Merger Exchange, subject to certain exclusions, and appointed  
4 Girard Sharp LLP, Hedin Hall LLP(now known as The Hall Firm, Ltd.), and Robbins Geller Rudman  
5 & Dowd LLP as Class Counsel. Discovery continued, and Plaintiffs received a total of almost 2.2  
6 million pages of documents from Defendants and third parties.

7 On January 3, 2025, HPE, Timothy C. Stonesifer, Rishi Varna, and Margaret Whitman (the  
8 “HPE Defendants”) moved for judgment on the pleadings as to Plaintiffs’ causes of action under  
9 Sections 11 and 12, which the Court granted in part as to the Section 12 cause of action and denied  
10 in part as to the Section 11 cause of action on June 24, 2025. DXC also served subpoenas on certain  
11 absent class members, seeking to take discovery from them. On March 3, 2025, Plaintiffs filed a  
12 motion to quash the subpoenas, which the Court denied in part and granted in part on June 24, 2025.

13 On March 10, 2025, the Parties participated in a full-day private mediation session in  
14 California, before the Honorable Layn R. Phillips (Ret.). Although they did not reach an agreement  
15 to settle the Action then, negotiations continued through Judge Phillips. As the litigation proceeded,  
16 Judge Phillips issued a “mediator’s recommendation” of settlement on a class-wide basis. The Parties  
17 accepted the mediator’s recommendation, subject to negotiating settlement-related documentation  
18 and Court approval. This Stipulation (together with the exhibits hereto) reflects the final and binding  
19 agreement between the Parties to resolve this Action.

## 20 **II. PLAINTIFFS’ INVESTIGATION AND THE BENEFITS OF SETTLEMENT**

21 Plaintiffs and Plaintiffs’ Counsel (as defined below) have conducted an extensive  
22 investigation of the claims and the underlying events and transactions alleged in this Action. Among  
23 other things, Plaintiffs’ Counsel have analyzed public filings, records, documents, and other materials  
24 concerning Defendants and third parties; conducted discovery, including conducting ten depositions  
25 and the review and analysis of millions of pages of documents produced by Defendants and third  
26 parties; researched applicable law with respect to Plaintiffs’ claims and potential defenses thereto;

1 and engaged and consulted with experts concerning the claims, defenses, and potential damages  
2 involved in the Action.

3       Based on their investigation and review, Plaintiffs and Plaintiffs' Counsel have concluded that  
4 the terms and conditions of this Stipulation are fair, reasonable, and adequate to the Class and in its  
5 best interests, and have agreed to settle the claims asserted in the Action pursuant to the terms and  
6 provisions of this Stipulation, after considering: (a) the substantial benefits that Plaintiffs and the  
7 Class will receive from settlement of the Action; (b) the risks, costs, and uncertainties of ongoing  
8 litigation; (c) the desirability of permitting the Settlement to be consummated as provided by the  
9 terms of this Stipulation; and (d) Plaintiffs' Counsel's experience in the prosecution of similar actions.

10       The Action is being voluntarily settled upon advice of counsel and after Plaintiffs' Counsel  
11 have determined and believe that the terms of the Settlement are fair, adequate, and reasonable as to  
12 the Class.

### 13 **III. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY**

14       Defendants have expressly denied, and continue to expressly deny, each and all of the claims  
15 and contentions alleged by Plaintiffs in this Action, and further maintain that they have meritorious  
16 defenses. Defendants expressly have denied, and continue to expressly deny, all charges against them  
17 of wrongdoing or liability arising out of any of the conduct, statements, acts, or omissions alleged, or  
18 that could have been alleged, in this Action. Defendants also have expressly denied, and continue to  
19 expressly deny, *inter alia*, the allegations that Plaintiffs or Class Members have suffered damages or  
20 were otherwise harmed by the conduct alleged in this Action. Defendants have asserted and continue  
21 to assert that the Offering Materials were true, accurate, and complete in compliance with the law,  
22 and contained no material misstatements or omissions. Defendants have asserted and continue to  
23 assert, among other things, that they acted at all times in good faith and in a manner reasonably  
24 believed to be in accordance with all applicable rules, regulations, and laws. Defendants, collectively  
25 and each individually, reserve all defenses to any claims that may be filed by any Person (as defined  
26 below) who has opted out of the Class in this Action or who does not otherwise participate in the  
27 Settlement.

1 Despite denying any and all allegations of wrongdoing or liability and Defendants' belief that  
2 the evidence of the underlying events supports these denials, Defendants are entering into this  
3 Settlement to eliminate the burden, expense, and inconvenience of further litigation, and to obtain the  
4 conclusive and complete resolution of this Action and release and discharge of the Released Plaintiffs'  
5 Claims. Defendants also have taken into account the uncertainty and risk inherent in any litigation,  
6 especially in complex cases like the Action. Defendants have, therefore, determined that it is  
7 desirable and beneficial to secure releases to the fullest extent permitted by law and fully and finally  
8 settle and terminate the Action in the manner and upon the terms and conditions set forth in this  
9 Stipulation.

10 This Stipulation shall in no event be construed as or deemed to be evidence of any admission  
11 or concession of fault or liability or wrongdoing or damage whatsoever, nor of any infirmity in the  
12 defenses that Defendants have, or could have, asserted. Defendants do not admit any liability or  
13 wrongdoing in connection with the Action or any facts or allegations related thereto.

#### 14 **IV. TERMS OF THE STIPULATION AND AGREEMENT OF SETTLEMENT**

15 NOW, THEREFORE, without any admission or concession on the part of Plaintiffs of any  
16 lack of merit of the Action, and without any admission or concession by Defendants of any liability  
17 or wrongdoing or lack of merit in their defenses, it is hereby STIPULATED AND AGREED, by and  
18 among the Plaintiffs (individually and on behalf of all other members of the Class) and Defendants,  
19 by and through their undersigned attorneys and subject to approval by the Court, in consideration of  
20 the benefits flowing to the Parties hereto from the Settlement, that all Released Plaintiffs' Claims (as  
21 defined below) as against the Released Persons (as defined below) and all of Released Defendants'  
22 Claims (as defined below) shall be finally and fully compromised, settled, released, and discharged  
23 and the Action shall be dismissed with prejudice as to all Released Persons upon and subject to the  
24 following terms and conditions:

##### 25 **1. Definitions**

26 As used in this Stipulation, any exhibits attached hereto and made a part hereof, and in addition  
27 to the above-defined terms, the following terms shall have the following meanings:

1 1.1 “Action” means the consolidated securities class action captioned *In re HPE*  
2 *Enterprise Services-DXC Technology Co. Merger Litigation*, Lead Case No. 19CV353132, pending  
3 in the Superior Court of California, County of Santa Clara.

4 1.2 “Alternative Judgment” means a final judgment in a form other than the form of  
5 Judgment provided for in this Stipulation that may be approved in writing by all the Parties acting by  
6 and through their respective counsel of record in the Action and entered by the Court.

7 1.3 “Authorized Claimant” means a Class Member who submits a timely and valid Proof  
8 of Claim form to the Claims Administrator.

9 1.4 “Claims Administrator” means Verita Global, LLC, subject to approval of the Court,  
10 or such other entity as the Court shall appoint to administer the Settlement.

11 1.5 “Class” and “Class Members” means, consistent with the Court’s May 2, 2024 order  
12 granting class certification, all Persons who acquired DXC common stock in direct exchange for CSC  
13 securities in the April 1, 2017 Merger Exchange (as defined above). Excluded from the Class are  
14 Defendants and their families; the officers, directors, and affiliates of Defendants, at all relevant times;  
15 members of Defendants’ immediate families and their legal representatives, heirs, successors, or  
16 assigns; and any entity in which Defendants have or had a controlling interest. Also excluded from  
17 the Class are those Persons who would otherwise be Class Members but who timely and validly  
18 excluded themselves therefrom, all of whom shall be identified in an attachment to the Judgment.

19 1.6 “DXC” or the “Company” means DXC Technology Company and each of its  
20 respective past or present direct and indirect predecessors, successors, parents, subsidiaries, divisions,  
21 and affiliates.

22 1.7 “Court” means the Superior Court of California, County of Santa Clara.

23 1.8 “Defendants” means HPE, DXC, and the Individual Defendants.

24 1.9 “Defendants’ Counsel” means the following law firms: Latham & Watkins LLP,  
25 Wilson Sonsini Goodrich & Rosati, and Morgan, Lewis & Bockius LLP.

26 1.10 “Effective Date of Settlement” or “Effective Date” means the date upon which all of  
27 the events and conditions set forth in ¶9.1 below have been met and have occurred.

1.11 "Escrow Account" means an interest-bearing escrow account established by the Escrow Agents to receive the Settlement Amount.

1.12 "Escrow Agents" means Girard Sharp LLP, The Hall Firm, Ltd., and Robbins Geller Rudman & Dowd LLP, or their respective successor(s).

1.13 "Fee and Expense Award" means the amount of attorneys' fees and expenses awarded by the Court as described in ¶5.1.

1.14 "Final" with respect to the Judgment or, if applicable, the Alternative Judgment means when the last of the following shall occur: if no appeal is filed, the expiration date of the time provided for filing or petitioning for any appeal; or if there is an appeal from the Judgment or any Alternative Judgment, the date of: (a) final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise to review the Judgment; or (b) the date the Judgment is finally affirmed on appeal and (i) the expiration of the time to file a petition for writ of certiorari or other form of review, (ii) the denial of a writ of certiorari or other form of review, or (iii) if certiorari or other form of review is granted, the date of final affirmance of the Judgment or any Alternative Judgment following review pursuant to that grant. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to (a) attorneys' fees, costs or expenses; or (b) the Plan of Allocation (as submitted or subsequently modified) shall not in any way delay or preclude the Judgment from becoming Final.

1.15 "HPE" means Hewlett Packard Enterprise Company.

1.16 "Individual Defendants" means Defendants Rishi Varma, Timothy C. Stonesifer, Jeremy K. Cox, Mukesh Aghi, Amy E. Alving, David Herzog, Sachin Lawande, J. Michael Lawrie, Julio A. Portalatin, Peter Rutland, Manoj P. Singh, Margaret C. Whitman, and Robert F. Woods.

1.17 "Judgment" means the proposed judgment to be entered approving the Settlement, substantially in the form attached hereto as **Exhibit B**.

1.18 "Lead Counsel" means the law firms of Girard Sharp LLP, The Hall Firm, Ltd. (f/k/a Hedin Hall LLP), and Robbins Geller Rudman & Dowd LLP.

1 1.19 “Net Settlement Fund” means the Settlement Fund less: (a) Court-awarded attorneys’  
2 fees; (b) notice and administration expenses; (c) any required Taxes and Tax Expenses (as defined  
3 below); (d) Court-awarded litigation expenses; and (e) any award to Plaintiffs pursuant to 15 U.S.C.  
4 §77z-1(a)(4) or other Court-approved deductions.

5 1.20 “Notice” means the Notice of Proposed Settlement of Class Action, which is to be sent  
6 to members of the Class, substantially in the form attached hereto as **Exhibit A-1**.

7 1.21 “Notice Order” means the proposed order preliminarily approving the Settlement and  
8 directing notice thereof to the Class, substantially in the form attached hereto as **Exhibit A**.

9 1.22 “Parties” means Plaintiffs and Defendants.

10 1.23 “Person” means an individual, corporation, partnership, limited partnership, limited  
11 liability partnership, association, joint stock company, limited liability company or corporation,  
12 professional corporation, estate, legal representative, trust, unincorporated association, government  
13 or any political subdivision or agency thereof, and any business or legal entity and his, her or its  
14 spouses, heirs, predecessors, successors, representatives, or assignees.

15 1.24 “Plaintiffs” means Jason McLees and Palm Tran, Inc. Amalgamated Transit Union  
16 Local 1577 Pension Plan.

17 1.25 “Plaintiffs’ Counsel” means those firms that have appeared on behalf of the Class in  
18 the Action: Girard Sharp LLP, The Hall Firm, Ltd., Robbins Geller Rudman & Dowd LLP, Gibbs  
19 Law Group LLP, and Sugarman Susskind Braswell & Herrera, P.A.

20 1.26 “Plan of Allocation” means the proposed plan of allocation of the Net Settlement Fund  
21 (as defined above in ¶1.19) described in the Notice or any alternate plan approved by the Court  
22 whereby the Net Settlement Fund shall be distributed to Authorized Claimants. Any Plan of  
23 Allocation is not part of the Stipulation, and the Released Persons shall have no responsibility therefor  
24 or liability with respect thereto.

25 1.27 “Proof of Claim” means the Proof of Claim and Release, substantially in the form  
26 attached hereto as **Exhibit A-2**.



1           1.28   “Related Persons” means each Defendant’s respective past, present, or future parents,  
2 subsidiaries, joint ventures, joint venturers, divisions, and affiliates, and their respective current,  
3 former, and future directors, officers, employees, partners, members, principals, agents, underwriters,  
4 insurers, co-insurers, reinsurers, majority ownership shareholders, controlling shareholders,  
5 attorneys, accountants or auditors, financial or investment advisors or consultants, banks or  
6 investment bankers, personal or legal representatives, predecessors, successors, assigns, spouses,  
7 heirs, related or affiliated entities; any entity in which a Defendant holds a controlling interest; and  
8 the predecessors, successors, estates, immediate family members, spouses, heirs, executors, trusts,  
9 trustees, administrators, agents, legal, or personal representatives, assigns, and assignees of each  
10 Individual Defendant, all in their capacities as such.

11           1.29   “Released Plaintiffs’ Claims” means any and all claims, demands, losses, rights,  
12 liability, and causes of action of every nature and description whatsoever, asserted or unasserted,  
13 including Unknown Claims as defined below, whether arising under federal, state, local, common,  
14 statutory, administrative, or foreign law, or any other law, rule, or regulation, at law or in equity,  
15 whether fixed or contingent, whether foreseen or unforeseen, whether accrued or unaccrued, whether  
16 liquidated or unliquidated, whether matured or unmatured, whether direct, representative, class, or  
17 individual in nature, that either were or could have been asserted in this Action, or could be in the  
18 future asserted in any forum, arising out of, relating to, or in connection with (a) the acquisition of  
19 DXC common stock in the April 1, 2017 Merger Exchange, and (b) the allegations, acts, facts,  
20 transactions, events, matters, occurrences, disclosures, filings, representations, or omissions that were  
21 or could have been involved, set forth, alleged, or referred to by Plaintiffs and all other members of  
22 the Class in this Action.

23           1.30   “Released Defendants’ Claims” means any and all claims, including Unknown Claims  
24 as defined below, that any Defendant or their current or former officers, directors, predecessors,  
25 successors, parents, subsidiaries, assigns, assignees, affiliates, employees, executors, administrators,  
26 representatives, attorneys, heirs, insurers, reinsurers, and agents, in their capacity as such, may have  
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1 against Plaintiffs, Class Members, or Plaintiffs' Counsel relating to the institution, prosecution, or  
2 settlement of the Action (except for claims to enforce any of the terms of this Stipulation).

3 1.31 "Released Persons" means Defendants and each and all of their Related Persons.

4 1.32 "Settlement" means the settlement between Plaintiffs and Defendants on the terms set  
5 forth in this Stipulation.

6 1.33 "Settlement Amount" means the sum of forty-seven million, five-hundred thousand  
7 U.S. dollars (\$47,500,000.00).

8 1.34 "Settlement Fairness Hearing" means the hearing(s) scheduled by the Court to  
9 determine whether: (a) the Settlement is fair, reasonable, and adequate; (b) the Plan of Allocation is  
10 fair, reasonable, and adequate; and (c) Lead Counsel's request for an award of attorneys' fees and  
11 expenses, including an award to Plaintiffs, is reasonable.

12 1.35 "Settlement Fund" means the Settlement Amount, plus any interest or income earned  
13 thereon after being transferred to the Escrow Agents.

14 1.36 "Stipulation" means this Stipulation of Settlement, including the recitals and exhibits  
15 hereto, each of which is incorporated by reference as though set forth in the Stipulation itself.

16 1.37 "Summary Notice" means the Summary Notice of Proposed Settlement of Class  
17 Action, substantially in the form attached hereto as **Exhibit A-3**.

18 1.38 "Tax" or "Taxes" means any and all taxes, fees, levies, tariffs, imposts, and other  
19 charges of any kind (together with all interest, penalties, additions to tax and additional amounts  
20 imposed with respect thereto), imposed by any governmental authority.

21 1.39 "Tax Expenses" means any expenses and costs incurred in connection with the  
22 calculation and payment of Taxes or the preparation of tax returns and related documents, including,  
23 without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs  
24 and expenses relating to filing (or failing to file) the returns described in ¶3.4.

25 1.40 "Unknown Claims" means: (a) any and all Released Plaintiffs' Claims and potential  
26 Released Plaintiffs' Claims against the Released Persons which Plaintiffs or any Class Member does  
27 not know or suspect to exist in their, his, her, or its favor as of the Effective Date, including, without  
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1 limitation, those that, if known by such Plaintiffs or Class Members, might have affected their, his,  
2 her, or its decision(s) with respect to the Settlement or the releases, including their, his, her, or its  
3 decision(s) to object or not to object to the Settlement or to exclude themselves, himself, herself, or  
4 itself from the Class; and (b) any Released Defendants' Claims against Plaintiffs, which Defendants  
5 do not know or suspect to exist in their, his, her, or its favor, which if known by them, him, her, or it  
6 might have affected their, his, her, or its decision(s) with respect to the Settlement. With respect to  
7 any and all Released Plaintiffs' Claims and Released Defendants' Claims, the Parties stipulate and  
8 agree that by operation of the Final Judgment, upon the Effective Date, Plaintiffs and all Class  
9 Members and Defendants shall have expressly waived and by operation of the Final Judgment shall  
10 have expressly waived, the provisions, rights, and benefits of Cal. Civ. Code §1542, which provides:

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

15 Additionally, with respect to any and all Released Plaintiffs' Claims and Released Defendants'  
16 Claims, the Parties stipulate and agree that by operation of the Final Judgment, upon the Effective  
17 Date, Plaintiffs and all Class Members and Defendants shall have expressly waived any and all  
18 provisions, rights, and benefits conferred by any law of any state or territory of the United States, or  
19 principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542.  
20 Plaintiffs and all Class Members and Defendants may hereafter discover facts in addition to or  
21 different from those which they, he, she, or it now knows or believes to be true with respect to the  
22 subject matter of the Released Plaintiffs' Claims and Released Defendants' Claims, but the Parties  
23 shall expressly fully, finally, and forever settle and release, and, upon the Effective Date, shall be  
24 deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled  
25 and released, any and all Released Plaintiffs' Claims and Released Defendants' Claims, known or  
26 unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or  
27 hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing  
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1 or coming into existence in the future, including, but not limited to, conduct which is negligent,  
2 intentional, with or without malice, or a breach of any duty, law or rule, without regard to the  
3 subsequent discovery or existence of such different or additional facts. The Parties acknowledge that  
4 the inclusion of "Unknown Claims" in the definition of Released Plaintiffs' Claims and Released  
5 Defendants' Claims was separately bargained for and is an essential element of the Settlement.

6 **2. Scope and Effect of Settlement**

7 2.1 The obligations incurred pursuant to this Stipulation shall be in full and final  
8 disposition of: (a) this Action against Defendants; (b) any and all Released Plaintiffs' Claims as  
9 against all Released Persons; and (c) any and all Released Defendants' Claims.

10 2.2 Upon the Effective Date of this Settlement, Plaintiffs and all Class Members, on behalf  
11 of themselves and any Person claiming through or on behalf of them, shall be deemed to have, and  
12 by operation of the Final Judgment shall have, fully, finally, and forever waived, released,  
13 compromised, settled, resolved, relinquished, and discharged all Released Plaintiffs' Claims against  
14 the Released Persons, regardless of whether such Class Member executes and delivers a Proof of  
15 Claim.

16 2.3 Upon the Effective Date of this Settlement, each and every Class Member and any  
17 Person claiming through or on behalf of them will be permanently and forever barred, estopped, and  
18 enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other  
19 proceeding in any court of law or equity, arbitration tribunal, administrative forum, or any other  
20 forum, asserting the Released Plaintiffs' Claims against the Released Persons, whether or not such  
21 Class Member executes and delivers the Proof of Claim.

22 2.4 Upon the Effective Date of this Settlement, each of the Defendants and their Related  
23 Persons shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally,  
24 and forever released and discharged Plaintiffs, Plaintiffs' Counsel, and each and all of the Class  
25 Members from each and every one of the Released Defendants' Claims.

26 2.5 Notwithstanding the provisions of ¶¶2.2 through 2.4 hereof, in the event that any of  
27 the Released Persons asserts against Plaintiffs, any Class Member, or their respective counsel, any  
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1 claim that is a Released Defendants' Claim, then such Plaintiff or Class Member, or counsel shall be  
2 entitled to use and assert such factual matters included within the Released Plaintiffs' Claims only  
3 against such Released Person in defense of such claim, but not for the purposes of affirmatively  
4 asserting any claim against any Released Person.

5       2.6     Notwithstanding the provisions of ¶¶2.2 through 2.4 hereof, in the event that Plaintiffs  
6 or any member of the Class asserts against any of the Released Persons, or their respective counsel,  
7 any claim that is a Released Plaintiffs' Claim, then such Released Person or counsel shall be entitled  
8 to use and assert such factual matters included within the Released Defendants' Claims only against  
9 such Plaintiff or Class Member in defense of such claim, but not for the purposes of affirmatively  
10 asserting any claim against Plaintiffs or any Class Member.

11       2.7     The releases provided in this Stipulation shall become effective immediately upon  
12 occurrence of the Effective Date without the need for any further action, notice, condition, or event.

13       2.8     The terms of 15 U.S.C. §78u-4(f)(7) apply to this Settlement, including that each  
14 Defendant will be discharged from all claims for contribution brought by other persons, and the  
15 Judgment shall so provide. The Judgment will include a bar order constituting the final discharge of  
16 all obligations to Plaintiffs and any Class Member of each of the Defendants arising out of the Action  
17 and will bar all future claims for contribution arising out of the Action by any Person against any  
18 Defendant.

19       2.9     For the avoidance of doubt, upon the Effective Date of this Settlement, each of DXC  
20 and HPE waives and releases all claims and rights, including Unknown Claims, to recover from each  
21 other (a) any portion of the Settlement Amount; and (b) any costs, expenses, and attorneys' fees  
22 associated with the Action (including, without limitation, all legal, equitable, or contractual  
23 indemnification or contribution rights to such recovery).

24       **3.     The Settlement Consideration**

25       3.1     Subject to the terms of this Stipulation, and as consideration for the full settlement of  
26 the Released Plaintiffs' Claims against Defendants and in consideration of the releases in ¶¶2.2 and  
27 2.3 above, all of which the Parties agree are good and valuable consideration, Defendants shall deposit  
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1 or cause to be deposited the Settlement Amount into the Escrow Account, with DXC depositing or  
2 causing to deposit \$42,500,000 and HPE depositing or causing to deposit \$5,000,000, in accordance  
3 with instructions to be provided by the Escrow Agents within thirty (30) calendar days from the later  
4 of either: (a) entry of the order granting preliminary judicial approval of the Settlement; or (b) the  
5 date on which Defendants' Counsel receives all necessary information to make payment via check,  
6 wire transfer, or other method (including, but not limited to, the name of the payee, the address where  
7 a check can be sent, the person or department to receive any checks, the bank name and ABA routing  
8 number, account name and number, the name and telephone number of an individual with knowledge  
9 who can verbally confirm the wire transfer instructions, and a completed and signed Form W-9  
10 reflecting the tax identification number for the payee). The Escrow Account shall be maintained at a  
11 U.S. commercial bank with total assets exceeding \$80 billion as of March 31, 2025. The Escrow  
12 Account shall hold instruments backed by the full faith and credit of the U.S. Government (such as  
13 U.S. Treasury Bills), money funds holding only instruments backed by the full faith and credit of the  
14 U.S. Government (such as Federated Hermes U.S. Treasury Cash Reserves), or accounts insured by  
15 the U.S. Government or an agency thereof, including accounts fully insured by the Federal Deposit  
16 Insurance Corporation ("FDIC"). Plaintiffs shall have the right, but not the obligation, to terminate  
17 the Settlement in the event that (a) the Settlement Amount has not been paid as provided for above;  
18 (b) Plaintiffs thereafter provide written notice of the election to terminate to Defendants' Counsel;  
19 and (c) there is a failure to pay the Settlement Amount within fourteen (14) calendar days of such  
20 written notice. The Parties agree that the Settlement Fund is intended to be a "Qualified Settlement  
21 Fund" within the meaning of Treasury Regulation 26 CFR §1.468B-1. The account funds, less any  
22 amounts incurred for notice, administration, and/or Taxes and Tax Expenses, plus any accrued interest  
23 thereon, shall revert to the Person(s) making the deposits if the Settlement does not become effective  
24 for any reason, including by reason of a termination of the Settlement pursuant to ¶9.2 or ¶9.4 herein.  
25 The Settlement Fund includes any interest earned thereon. If the entire Settlement Amount is not  
26 timely paid to the Escrow Account, the unpaid balance shall accumulate interest at the rate of 6% per  
27 annum until paid.

1           3.2     Plaintiffs and Class Members shall look solely to the Settlement Fund as satisfaction  
2 of all claims that are released hereunder. Defendants shall have no obligation under this Stipulation  
3 or the Settlement to pay anything other than the payment set forth in ¶3.1, above, and upon payment  
4 of the Settlement Amount as set forth in ¶3.1, no Defendant shall have any obligation to pay, advance,  
5 fund, contribute, or reimburse any fees, expenses, costs, liability, or damages whatsoever alleged or  
6 incurred by Plaintiffs, by any Class Member, or by any of their attorneys, experts, advisors, agents,  
7 or representatives with respect to the Action, this Settlement, or the Released Plaintiffs' Claims.  
8 Defendants shall also have no responsibility, obligation, or liability with respect to the Escrow  
9 Account or the monies maintained in the Escrow Account or the administration of the Settlement,  
10 including, without limitation, any responsibility or liability related to any fees, taxes, investment  
11 decisions, maintenance, supervision, or distribution of any portion of the Settlement Amount. Any  
12 award made by the Court pursuant to the Fee and Expense Application referred to in ¶5.1 hereof shall  
13 be paid exclusively from the Settlement Fund; and Defendants shall have no obligation or rights with  
14 respect to any allocation between or among Plaintiffs' Counsel, or with respect to any payment to any  
15 Plaintiffs' Counsel, of any fees, expenses, costs, or interest, except in the event that the return of the  
16 Settlement Fund is required, consistent with the provisions of ¶¶5.1 and 9.5 herein. Plaintiffs and  
17 Class Members acknowledge that as of the Effective Date, the releases given herein shall become  
18 effective immediately by operation of the Final Judgment and shall be permanent, absolute, and  
19 unconditional.

20           3.3     The Settlement Fund, net of any Taxes, shall be used to pay: (a) the notice and  
21 administration costs of the Settlement referred to in ¶4.2 hereof; (b) any award made by the Court  
22 pursuant to the Fee and Expense Application referred to in ¶5.1 hereof; and (c) the remaining  
23 administration expenses referred to in ¶4.2 hereof and any other attorney and administrative costs,  
24 fees, payments, or awards subsequently approved by the Court. The balance of the Settlement Fund  
25 after the above payments shall be the Net Settlement Fund, which shall be distributed to the  
26 Authorized Claimants as provided in ¶¶6.1 through 6.3 hereof. Any portions of the Settlement Fund  
27 required to be held in escrow prior to the Effective Date shall be held by the Escrow Agents for the  
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1 Settlement Fund. The Settlement Fund held by the Escrow Agents shall be deemed to be in the  
2 custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the  
3 Net Settlement Fund shall be distributed to Authorized Claimants, or returned to Defendants pursuant  
4 to this Stipulation and/or further order of the Court. The Escrow Agents shall not disburse the  
5 Settlement Fund, or any portion thereof, except as provided in this Stipulation, or upon Order of the  
6 Court. The Escrow Agents shall be responsible for investing the Settlement Fund in eligible  
7 investments, as prescribed above in ¶3.1, and the Escrow Agents shall reinvest the proceeds of these  
8 obligations or instruments as they mature in similar instruments at their then-current market rates.  
9 All risks related to the investment of the Settlement Fund in accordance with the investment  
10 guidelines set forth in this paragraph shall be borne by the Settlement Fund and in no case by any  
11 Released Person.

12         3.4 For the purpose of §468B of the Internal Revenue Code (26 U.S.C. §468B) and the  
13 Treasury regulations thereunder, the Escrow Agents shall be designated as the “administrator” of the  
14 Settlement Fund. The Escrow Agents shall timely and properly file all informational and other tax  
15 returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the  
16 returns described in Treas. Reg. §1.468B-2(k)). Such returns (as well as the election described below)  
17 shall be consistent with this paragraph and in all events shall reflect that all Taxes (including any  
18 estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out  
19 of the Settlement Fund as provided herein.

20                 (a) All Taxes and Tax Expenses shall promptly be paid out of the Settlement Fund  
21 by the Escrow Agents without prior order from the Court. The Escrow Agents shall also be obligated  
22 to, and shall be responsible for, withholding from distribution to Class Members any funds necessary  
23 to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax  
24 Expenses. The Parties agree to cooperate with the Escrow Agents, each other, and their tax attorneys  
25 and accountants to the extent reasonably necessary to carry out the provisions of this paragraph.

26                 (b) Neither the Parties nor their counsel, or any other Released Person, shall have  
27 any responsibility for or liability whatsoever with respect to: (i) any act, omission, or determination  
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1 of the Escrow Agents or the Claims Administrator, or any of their respective designees or agents, in  
2 connection with the administration of the Settlement Fund or otherwise; (ii) the Plan of Allocation;  
3 (iii) the determination, administration, calculation, or payment of any claims asserted against the  
4 Settlement Fund; or (iv) the payment or withholding of any Taxes, Tax Expenses, and/or costs  
5 incurred in connection with the taxation of the Settlement Fund or the filing of any returns. The  
6 Settlement Fund shall indemnify and hold each of the Released Persons and their counsel harmless  
7 for Taxes and Tax Expenses (including, without limitation, taxes payable by reason of any such  
8 indemnification).

9 **4. Administration**

10 4.1 The Claims Administrator shall administer and calculate the claims that shall be  
11 allowed and oversee distribution of the Net Settlement Fund subject to such supervision of Lead  
12 Counsel and/or the Court as the circumstances may require. The Claims Administrator agrees to be  
13 subject to the jurisdiction of the Court with respect to the administration of the Settlement and the  
14 distribution of the Net Settlement Fund pursuant to the terms of this Stipulation. Defendants,  
15 Defendants' Counsel, and the other Released Persons shall have no role in, or responsibility for, the  
16 administration of the Settlement and shall have no liability to Plaintiffs, the Class, the Claims  
17 Administrator, the Escrow Agents, or any other Person in connection with, as a result of, or arising  
18 out of, such administration. The Claims Administrator will not make any distributions to Class  
19 Members from the Net Settlement Fund until the Judgment becomes Final and all the conditions  
20 described in ¶9.1 herein have been satisfied.

21 4.2 Before the Effective Date, Lead Counsel may pay from the Settlement Fund, without  
22 further approval from Defendants or the Court, the reasonable costs and expenses up to the sum of  
23 \$250,000 associated with notice to the Class, and the administration of the Settlement, including,  
24 without limitation, the actual costs of notice, and the administrative expenses incurred and fees  
25 charged by the Claims Administrator in connection with providing notice and processing the  
26 submitted claims. Before the Effective Date, all costs and expenses incurred in connection with the  
27 administration of the Settlement in excess of \$250,000 shall be paid from the Settlement Fund subject  
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1 to approval from the Court. After the Effective Date, all costs and expenses incurred and fees charged  
2 by the Claims Administrator in connection with the administration of the Settlement shall be paid  
3 from the Settlement Fund without further approval from Defendants or the Court.

4 4.3 Within seven (7) calendar days of entry of the Notice Order, DXC shall provide or  
5 cause to be provided to the Claims Administrator, at no cost, its shareholder lists or similar records  
6 reasonably available as appropriate for providing notice to the Class. It shall be the Claims  
7 Administrator's sole responsibility to disseminate the Notice and Summary Notice to the Class in  
8 accordance with this Stipulation and as ordered by the Court. Class Members shall have no recourse  
9 as to the Released Persons with respect to any claims they may have that arise from any failure of the  
10 notice process.

11 4.4 Funds allocated but not paid to the Claims Administrator will be distributed to  
12 Authorized Claimants *pro rata*, subject to ¶7.8 below.

13 **5. Fee and Expense Application**

14 5.1 Lead Counsel will submit an application or applications ("Fee and Expense  
15 Application") to the Court for an award from the Settlement Fund of: (a) attorneys' fees and the  
16 payment of litigation expenses incurred in connection with the prosecution of the Action, plus interest  
17 on both amounts at the same rate and period as earned on the Settlement Fund (until paid), as may be  
18 awarded by the Court; and (b) an amount pursuant to 15 U.S.C. §77z-1(a)(4) in connection with  
19 Plaintiffs' representation of the Class. Any such attorneys' fees, expenses, and interest or other  
20 amounts awarded by the Court shall be payable solely from the Settlement Fund to Lead Counsel,  
21 pursuant to the written approval and instructions of all Lead Counsel, immediately upon entry by the  
22 Court of an order awarding such amounts, notwithstanding the existence of any timely filed objections  
23 thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof.  
24 Lead Counsel may thereafter allocate such fees to Plaintiffs' Counsel subject to each Plaintiffs'  
25 Counsel's (including their respective partners, shareholders, and/or firms) several obligation to repay  
26 those amounts to the Settlement Fund plus accrued interest at the same net rate as is earned by the  
27 Settlement Fund, if, as a result of any appeal and/or further proceedings on remand, or successful  
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1 collateral attack, the fee or cost award is reduced, or reversed, or return of the Settlement Fund is  
2 required consistent with the provisions of ¶9.5 hereof. In such event, Lead Counsel shall, within ten  
3 (10) business days from the event which requires repayment of the fee or expense award, refund to  
4 the Settlement Fund the fee and expense award paid to them, along with interest earned thereon, as  
5 described above. Furthermore, all Plaintiffs' Counsel (including their respective partners,  
6 shareholders, and/or firms) agree that they remain subject to the continuing jurisdiction of the Court  
7 for the purpose of enforcing their obligation to repay required attorneys' fees and expenses to the  
8 Settlement Fund as provided in this paragraph.

9       5.2     This Settlement is not contingent on the allowance or disallowance by the Court of the  
10 Fee and Expense Application or any minimum or specific amount of attorneys' fees, litigation  
11 expenses, or amounts pursuant to 15 U.S.C. §77z-1(a)(4) in connection with Plaintiffs' representation  
12 of the Class. Notwithstanding any other provision of this Stipulation to the contrary, the Fee and  
13 Expense Application to be paid out of the Settlement Fund shall be considered by the Court separate  
14 and apart from its consideration of the fairness, reasonableness, and adequacy of the Settlement, and  
15 any order or proceeding relating to the Fee and Expense Application, or any appeal of any order  
16 relating thereto or reversal or modification thereof, shall not operate to, or be grounds to, terminate  
17 or cancel this Stipulation or the Settlement of the Action, or affect or delay the finality of the Judgment  
18 approving this Settlement. Any Fee and Expense Award shall be payable solely out of the Settlement  
19 Fund under the terms of this Stipulation.

20       5.3     Defendants and the Released Persons shall have no responsibility for, and no liability  
21 whatsoever with respect to, any payment to Plaintiffs' Counsel or any other Person who receives  
22 payment from the Settlement Fund.

23       5.4     Defendants and the Released Persons shall have no responsibility for, and no liability  
24 whatsoever with respect to, the allocation among Plaintiffs' Counsel or any Person who may assert  
25 some claim thereto, of any Fee and Expense Award that the Court may order in the Action.

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1           7.2     Except as otherwise ordered by the Court, all Class Members who fail to timely submit  
2 a Proof of Claim within such period, or such other period as may be ordered by the Court, shall be  
3 forever barred from receiving any payments pursuant to the Stipulation and the Settlement set forth  
4 herein, but will in all other respects be subject to and bound by the provisions of the Stipulation, the  
5 releases contained herein, and the Final Judgment. Notwithstanding the foregoing, Lead Counsel  
6 shall have the discretion (but not the obligation) to accept for processing late-submitted claims so  
7 long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed  
8 thereby. No Person shall have any claim against Plaintiffs, Lead Counsel, or the Claims  
9 Administrator by reason of the exercise or non-exercise of such discretion.

10           7.3     Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator,  
11 under the supervision of Lead Counsel and the Court as may be necessary or as circumstances may  
12 require, who shall determine, in accordance with this Stipulation and the approved Plan of Allocation,  
13 the extent, if any, to which each claim shall be allowed, subject to review by the Court pursuant to  
14 ¶7.5 below.

15           7.4     Proofs of Claim that do not meet the submission requirements may be rejected. Prior  
16 to rejecting a Proof of Claim, in whole or in part, the Claims Administrator shall communicate with  
17 the claimant in writing to give the claimant the chance to remedy any curable deficiencies in the Proof  
18 of Claim submitted. The Claims Administrator, under the supervision of Lead Counsel, shall notify,  
19 in a timely fashion and in writing, all claimants whose claims the Claims Administrator proposes to  
20 reject in whole or in part for curable deficiencies, setting forth the reasons therefor, and shall indicate  
21 in such notice that the claimant whose claim is to be rejected has the right to a review by the Court if  
22 the claimant so desires and complies with the requirements of ¶7.5 below.

23           7.5     If any claimant whose timely claim has been rejected in whole or in part for a curable  
24 deficiency desires to contest such rejection, the claimant must, within twenty (20) calendar days after  
25 the date of mailing of the notice required in ¶7.4 above, or a lesser period of time if the claim was  
26 untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the  
27 claimant's grounds for contesting the rejection along with any supporting documentation, and  
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1 requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise  
2 resolved, Lead Counsel shall thereafter present the claimant's request for review to the Court.

3       7.6     Each claimant who has declined to be excluded from the Class shall be deemed to have  
4 submitted to the jurisdiction of the Court with respect to the claimant's claim, including, but not  
5 limited to, all releases provided for herein and in the Judgment, and the claim will be subject to  
6 investigation and discovery under the California Code of Civil Procedure, provided that such  
7 investigation and discovery shall be limited to the claimant's status as a Class Member and the validity  
8 and amount of the claimant's claim. In connection with processing the Proofs of Claim, no discovery  
9 shall be allowed on the merits of the Action or the Settlement.

10       7.7     No Person shall have any claim against the Released Persons, Defendants' Counsel,  
11 Plaintiffs, Plaintiffs' Counsel, or the Claims Administrator, or any other Person designated by Lead  
12 Counsel based on determinations or distributions made substantially in accordance with this  
13 Stipulation and the Settlement contained herein, the Plan of Allocation, or further order(s) of the  
14 Court.

15       7.8     The Net Settlement Fund shall be distributed to Authorized Claimants substantially in  
16 accordance with the Plan of Allocation described in the Notice and approved by the Court. If there  
17 is any balance remaining in the Net Settlement Fund after a reasonable period of time from the date  
18 of distribution of the Settlement Fund (whether by reason of tax refunds, uncashed checks, or  
19 otherwise), Lead Counsel shall consult with the Claims Administrator and, if it is economically  
20 feasible to do so, reallocate such balance among Authorized Claimants in an equitable and economic  
21 fashion. These redistributions will be repeated until Lead Counsel determines that it is no longer  
22 economically reasonable to distribute the remaining balance of the Net Settlement Fund to Class  
23 Members. Thereafter, subject to distribution to state entities as required by California Code of Civil  
24 Procedure §384(b)(3), any balance which still remains in the Net Settlement Fund shall be donated to  
25 Council of Institutional Investors.

26       7.9     Other than as specified in ¶3.1, except for Defendants' obligation to pay, or cause the  
27 payment of, the Settlement Amount, Defendants shall have no liability, obligation, or responsibility  
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1 for the administration of the Settlement or disbursement of the Net Settlement Fund. Lead Counsel  
2 shall have the right, but not the obligation, to advise the Claims Administrator to waive what Lead  
3 Counsel reasonably deems to be formal or technical defects in any Proofs of Claim submitted,  
4 including, without limitation, failure to submit a document by the submission deadline, in the interests  
5 of achieving substantial justice.

6 7.10 All proceedings with respect to the administration, processing, and determination of  
7 claims and the determination of all controversies relating thereto, including disputed questions of law  
8 and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court, but  
9 shall not, in any event, delay or affect the finality of the Judgment.

10 **8. Terms of Judgment**

11 8.1 If the Settlement contemplated by this Stipulation is approved by the Court, Lead  
12 Counsel shall request that the Court enter a Judgment, substantially in the form annexed hereto as  
13 **Exhibit B.**

14 **9. Effective Date of Settlement, Waiver, or Termination**

15 9.1 The Effective Date of the Settlement shall be the date when all of the following shall  
16 have occurred:

17 (a) the Parties have executed this Stipulation and such other documents as may be  
18 required to obtain final Court approval of the Settlement;

19 (b) the Court has entered the Notice Order, substantially in the form of **Exhibit A**  
20 annexed hereto;

21 (c) the Settlement Amount has been deposited into the Escrow Account pursuant  
22 to ¶3.1;

23 (d) Defendants have not exercised their option to terminate the Settlement  
24 pursuant to the provisions of this Stipulation;

25 (e) Plaintiffs have not exercised their option to terminate the Settlement pursuant  
26 to the provisions of this Stipulation;

1 (f) Defendants have not exercised their option to terminate the Settlement  
2 pursuant to ¶9.4 below;

3 (g) final approval by the Court of the Settlement, following notice to the Class;  
4 and

5 (h) entry by the Court of a Judgment that dismisses the Action with prejudice as  
6 to Defendants, substantially in the form of **Exhibit B** annexed hereto, and the Judgment or Alternative  
7 Judgment becomes Final.

8 9.2 Plaintiffs and each of the Defendants, through their respective counsel, shall, in each  
9 of their separate discretions, but in all events subject to ¶5.2 herein, have the right to terminate the  
10 Settlement and this Stipulation, as to themselves, by providing written notice of their election to do  
11 so (“Termination Notice”) to all other Parties hereto within twenty (20) business days of: (a) the  
12 Court’s final non-appealable refusal to enter the Notice Order in any material respect; (b) the Court’s  
13 final non-appealable refusal to approve this Stipulation or any material part of it (except as to any  
14 decision by the Court concerning any Fee and Expense Award); (c) the Court’s final non-appealable  
15 refusal to enter the Judgment in any material respect (except as to any decision by the Court  
16 concerning any Fee and Expense Award) or the date on which any court of appeal affirms, or does  
17 not reverse, any appealable refusal by the Court to enter the Judgment in substantially the form  
18 attached hereto as **Exhibit B**; (d) the date on which the Judgment is modified or reversed by a court  
19 of appeal or any higher court in any material respect except to the extent that the only modification  
20 or reversal by the court of appeal or higher court pertains solely to the Fee and Expense Award; or  
21 (e) the date on which an Alternative Judgment is modified or reversed by a court of appeal or any  
22 higher court in any material respect.

23 9.3 The Parties agree that an additional opportunity for Class Members to opt out of the  
24 Class is unnecessary in light of the Court’s order certifying the Class and the subsequent notice of  
25 pendency of the Action to the Class establishing a date by which Class Members must opt out that  
26 has expired. The Parties oppose any effort to provide a second opportunity to opt out given the stage  
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1 of the litigation and will reasonably cooperate to challenge any application to the Court seeking such  
2 a renewed opt-out opportunity.

3           9.4     In all events, in addition to the grounds set forth in ¶9.2 above, Defendants shall have  
4 the unilateral right to terminate the Settlement in the event that collective requests for exclusion from  
5 the Class meet the conditions set forth in Defendants' confidential supplemental agreement with  
6 Plaintiffs (the "Supplemental Agreement"), in accordance with the terms of that agreement. The  
7 Supplemental Agreement, which is being executed concurrently herewith, shall not be filed with the  
8 Court and its terms shall not be disclosed in any other manner (other than the statements herein and  
9 in the Notice, to the extent necessary, or as otherwise provided in the Supplemental Agreement) unless  
10 and until the Court otherwise directs or a dispute arises between Plaintiffs and Defendants concerning  
11 its interpretation or application. If submission of the Supplemental Agreement is required for  
12 resolution of a dispute or is otherwise ordered by the Court, Plaintiffs and Defendants will undertake  
13 to have the Supplemental Agreement submitted to the Court *in camera*.

14           9.5     Except as otherwise provided herein, in the event the Settlement is terminated in  
15 accordance herewith, the Judgment is vacated, or the Effective Date fails to occur for any reason, then  
16 the Parties shall be deemed to have reverted to their respective status in the Action as of June 16,  
17 2025, the fact and terms of the Settlement shall not be admissible, used, or referenced in any trial of  
18 the Action, and, except as otherwise expressly provided, the Parties shall proceed in all respects as if  
19 this Stipulation and any related orders had not been entered, and any portion of the Settlement Amount  
20 previously paid by or on behalf of Defendants, together with any interest earned thereon (and, if  
21 applicable, re-payment of any attorneys' fee and expense award referred to in ¶5.1 hereof), less any  
22 Taxes and Tax Expenses due, if any, with respect to such income, and less costs of administration  
23 and notice actually incurred and paid or payable from the Settlement Amount (not to exceed the  
24 amount set forth in ¶4.2 without the prior approval of the Court) shall be returned to the party, parties,  
25 or insurer(s) that paid the Settlement Amount as directed by Defendants' Counsel within ten (10)  
26 business days from the date of the event causing such termination. No order of the Court or  
27 modification or reversal on appeal of any order of the Court concerning the Plan of Allocation or the  
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1 amount of attorneys' fees, costs, expenses, and interest awarded by the Court to Plaintiffs' Counsel  
2 or the amount of any award or expenses by the Court to Plaintiffs shall constitute grounds for  
3 termination of the Settlement.

4 **10. No Admission of Wrongdoing**

5 10.1 Defendants expressly deny that they have committed any act or omission giving rise  
6 to any liability or violation of law, and state that they are entering into this Settlement to eliminate  
7 the burden and expense of further litigation. This Stipulation and the Settlement set forth herein,  
8 whether or not consummated, including any and all of its terms, provisions, exhibits and prior drafts,  
9 and any negotiations or proceedings related or taken pursuant to it:

10 (a) shall not be offered or received against Defendants as evidence of, or evidence  
11 supporting a presumption, concession, or admission with respect to any liability, negligence, fault, or  
12 wrongdoing, or in any way referred to for any other reason as against Defendants, in any civil,  
13 criminal, or administrative action or proceeding, other than such proceedings as may be necessary to  
14 effectuate the provisions of this Stipulation; provided, however, that if this Stipulation is approved by  
15 the Court and becomes effective pursuant to its terms, Defendants may refer to it to effectuate the  
16 liability protection granted them hereunder, and nothing in this Settlement shall restrict the ability of  
17 any Party hereto to advocate in favor or against the applicability of any offset to any claims asserted  
18 in any other action based on any amount paid herein;

19 (b) shall not be construed as or received in evidence as an admission, concession,  
20 or presumption against Plaintiffs or any of the Class Members that any of their claims are without  
21 merit, or that any defenses asserted by Defendants have any merit, or that damages recoverable under  
22 the SAC in this Action, or any subsequent operative complaint filed in this Action would not have  
23 exceeded the Settlement Fund; and

24 (c) notwithstanding the foregoing, Defendants, Plaintiffs, Class Members, and the  
25 Released Persons may file the Stipulation and the Final Judgment in any action that may be brought  
26 against them in order to support a defense or counterclaim based on principles of *res judicata*,  
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collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

## **11. Miscellaneous Provisions**

11.1 The Parties: (a) acknowledge that it is their intent to consummate this Settlement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of the Stipulation expeditiously.

11.2 All of the exhibits attached hereto are material and integral parts hereof and are fully incorporated herein by this reference as though fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of this Stipulation shall control.

11.3 For the avoidance of doubt, each Released Person that is not a Party hereto is an intended third-party beneficiary of the release provided by this Stipulation. Each Released Person has standing to enforce the relevant releases in this Stipulation, and may file this Stipulation and/or the Judgment from the Action in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11.4 The Parties intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiffs or any Class Member against the Released Persons with respect to the Released Plaintiffs' Claims, or by Defendants with respect to the Released Defendants' Claims. Accordingly, Plaintiffs and Defendants agree not to assert in any forum that the litigation was brought by Plaintiffs or defended by Defendants in bad faith or without a reasonable basis. The Parties further agree not to assert in any forum that any Party or their counsel violated California Code of Civil Procedure §128.7 relating to the prosecution, defense, or settlement of the Action. The Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's-length and in good faith by the Parties, including through discussions mediated by the

1 Honorable Layn R. Phillips, and reflect a settlement that was reached voluntarily after consultation  
2 with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of  
3 their respective clients' claims or defenses. Lead Counsel, on behalf of the Class, represent that they  
4 are expressly authorized by Plaintiffs to take all appropriate action required or permitted to be taken  
5 by the Class pursuant to the Stipulation to effectuate its terms and also are expressly authorized to  
6 enter into any modifications or amendments to the Stipulation on behalf of the Class which they deem  
7 appropriate.

8         11.5 Except as otherwise provided herein, each Party shall bear its own fees and costs  
9 incurred in connection with this Action.

10         11.6 This Stipulation may not be modified or amended, nor may any of its provisions be  
11 waived, except by a writing signed by all Parties hereto.

12         11.7 The headings herein are used for the purpose of convenience only and are not meant  
13 to have legal effect.

14         11.8 The administration and consummation of the Settlement as embodied in this  
15 Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the  
16 purpose of entering orders relating to the Fee and Expense Application, the Plan of Allocation, and  
17 enforcing the terms of this Stipulation.

18         11.9 This Stipulation shall not constitute a consent to service or to the jurisdiction of this  
19 Court or any other court for any purpose, including any other matter concerning the Released  
20 Plaintiffs' Claims or Released Defendants' Claims, and shall not be construed as such, other than for  
21 the sole and limited purpose of the Settlement and the enforcement of its terms.

22         11.10 The waiver by one Party of any breach of this Stipulation by any other Party shall not  
23 be deemed a waiver of any other prior or subsequent breach of this Stipulation. No waiver of any  
24 term or provision of this Stipulation, or of any breach or default hereof or hereunder, shall be valid or  
25 effective unless in writing and signed by or on behalf of all Parties or their respective successors-in-  
26 interest. No waiver of any term or provision of this Stipulation, or of any breach or default hereof or  
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1 hereunder, shall be construed as a waiver of the same or any other term or provision or of any previous  
2 or subsequent breach thereof.

3 11.11 This Stipulation and its exhibits and the Supplemental Agreement constitute the entire  
4 agreement among the Parties hereto concerning the Settlement of the Action. The Parties expressly  
5 acknowledge and agree that there are no representations, agreements, arrangements or  
6 understandings, oral or written, concerning the subject matter hereof between and among the Parties  
7 which are not fully expressed or incorporated by reference herein. Each of the Parties further  
8 expressly acknowledges and agrees that it has not relied on, or been induced by, any representation,  
9 warranty, statement, estimate, communication, or information, of any nature whatsoever, whether  
10 written or oral, by any other Party (or any agent or representative of any Party), except as expressly  
11 set forth in this Stipulation. Each of the Parties expressly disclaims reliance upon any communication  
12 or information, whether written or oral, between or among the Parties at any time prior to and during  
13 the negotiation and execution of this Stipulation.

14 11.12 This Stipulation may be executed in one or more counterparts and the signatures may  
15 be by facsimile, or electronically. All executed counterparts and each of them shall be deemed to be  
16 one and the same instrument provided that counsel for the Parties shall exchange among themselves  
17 original signed counterparts.

18 11.13 This Stipulation shall be binding upon, and inure to the benefit of, the successors,  
19 assigns, executors, administrators, heirs, and legal representatives of the Parties hereto. No  
20 assignment shall relieve any Party hereto of obligations hereunder.

21 11.14 The construction, interpretation, operation, effect, and validity of this Stipulation, and  
22 all documents necessary to effectuate it, shall be governed by the laws of the State of California,  
23 without regard to conflicts of laws, except to the extent that federal law requires that federal law  
24 governs, and in accordance with the laws of the United States.

25 11.15 This Stipulation shall not be construed more strictly against one Party than another  
26 merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the  
27

1 Parties, it being recognized that it is the result of arm's-length negotiations between the Parties and  
2 all Parties have contributed substantially and materially to the preparation of this Stipulation.

3 11.16 All counsel and any other Person executing this Stipulation and any of the exhibits  
4 hereto, or any related settlement documents, warrant and represent that they have the full authority to  
5 do so and that they have the authority to take appropriate action required or permitted to be taken  
6 pursuant to the Stipulation to effectuate its terms.

7 11.17 All notices, requests, demands, claims, and other communications hereunder shall be  
8 in writing and shall be deemed duly given (a) when delivered personally to the recipient, (b) one (1)  
9 business day after being sent to the recipient by reputable overnight courier service (charges prepaid),  
10 or (c) five (5) business days after being mailed to the recipient by certified or registered mail, return  
11 receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

12 If to Plaintiffs or to Lead Counsel:

13 James I. Jaconette  
14 ROBBINS GELLER RUDMAN  
& DOWD LLP  
15 655 West Broadway, Suite 1900  
16 San Diego, CA 92101-8498

17 Adam E. Polk  
18 GIRARD SHARP LLP  
601 California Street, Suite 1400  
19 San Francisco, CA 94108

20 If to Defendants:

21 Stephen P. Barry  
LATHAM & WATKINS LLP  
22 555 Eleventh Street, NW, Suite 1000  
Washington, DC 20004

23 Joseph E. Floren  
MORGAN, LEWIS & BOCKIUS LLP  
24 One Market  
Spear Street Tower, 28th Floor  
25 San Francisco, CA 94105

26 11.18 The Settlement contemplated herein is not subject to or contingent upon confirmatory  
27 discovery or other additional discovery beyond that already undertaken in the Action.

1 11.19 Plaintiffs, Defendants, and their counsel shall not make any applications for sanctions,  
2 pursuant to California Code of Civil Procedure §128.7 or any other applicable rule, code, or statute,  
3 with respect to any claims or defenses in this Action.

4 11.20 Plaintiffs' Counsel and Defendants' Counsel agree to cooperate reasonably with one  
5 another in seeking Court approval of the order for notice and hearing, the Stipulation and the  
6 Settlement, and to promptly agree upon and execute all such other documentation as may be  
7 reasonably required to obtain final approval by the Court of the Settlement.

8 11.21 Whether or not the Stipulation is approved by the Court and whether or not the  
9 Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall use their  
10 best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents  
11 signed, and proceedings in connection with the Stipulation confidential.

12 11.22 Plaintiffs and their counsel and Defendants and their counsel shall not make any public  
13 statements alleging or asserting that any claim or defense was brought for any wrongful purpose and  
14 shall not otherwise suggest the Settlement constitutes an admission of any claim or defense alleged.

15 11.23 All agreements made and orders entered during the course of the Action relating to the  
16 confidentiality of information shall survive this Stipulation.

17 11.24 No representation or warranty concerning the tax consequences of the proposed  
18 Settlement to individual Class Members is made by virtue of this Stipulation. Each Class Member's  
19 tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it  
20 is understood that the tax consequences may vary depending on the particular circumstances of each  
21 Class Member.

22 IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed, by  
23 their duly authorized attorneys, dated October 15, 2025.

24 ROBBINS GELLER RUDMAN  
25 & DOWD LLP  
26 JAMES I. JACONETTE

27 

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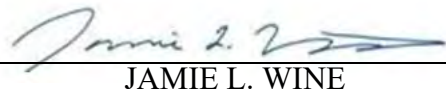
  
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# **EXHIBIT A**

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Co-Lead Counsel for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

In re HPE ENTERPRISE SERVICES-DXC )  
TECHNOLOGY CO. MERGER LITIGATION)

Lead Case No. 19CV353132

CLASS ACTION

This Document Relates To:

[PROPOSED] ORDER PRELIMINARILY  
APPROVING SETTLEMENT AND  
PROVIDING FOR NOTICE

ALL ACTIONS.

EXHIBIT A

Assigned for All Purposes to:  
Judge: Honorable Charles F. Adams  
Dept. 7  
Date Action Filed: August 20, 2019

EXHIBIT A - [PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT AND  
PROVIDING FOR NOTICE

1 WHEREAS, on October 15, 2025, the Parties to the above-entitled action (the “Action”)  
2 entered into a Stipulation of Settlement (the “Stipulation” or “Settlement”), which is subject to review  
3 by this Court and which, together with the exhibits thereto, sets forth the terms and conditions for the  
4 Settlement of the claims alleged in the Action; and the Court having read and considered the  
5 Stipulation and the accompanying documents; and the Parties to the Stipulation having consented to  
6 the entry of this Notice Order; and all capitalized terms used herein having the meanings defined in  
7 the Stipulation;

8 NOW, THEREFORE, IT IS HEREBY ORDERED, this \_\_\_\_ day of \_\_\_\_\_ 2025, that:

9 1. The Court preliminarily finds that:

10 (a) the Settlement resulted from informed, extensive arm’s-length negotiations,  
11 including mediation among Plaintiffs and Defendants under the direction of a very experienced  
12 mediator, the Honorable Layn R. Phillips (Ret.); and

13 (b) the Settlement is sufficiently fair, reasonable, and adequate to warrant  
14 providing notice of the Settlement to the Class.

15 2. A Settlement Fairness Hearing is hereby scheduled to be held before the Court on  
16 \_\_\_\_\_, 202\_, at \_:\_ .m., for the following purposes:

17 (a) to determine whether the proposed Settlement is fair, reasonable, and adequate,  
18 and should be approved by the Court;

19 (b) to determine whether the Judgment as provided under the Stipulation should  
20 be entered;

21 (c) to determine whether the proposed Plan of Allocation should be approved by  
22 the Court as fair, reasonable, and adequate;

23 (d) to consider Lead Counsel’s application for an award of attorneys’ fees and  
24 expenses;

25 (e) to consider Plaintiffs’ request for an award for their efforts in prosecuting this  
26 Action on behalf of the Class; and

27 (f) to rule upon such other matters as the Court may deem appropriate.

1           3.       The Court reserves the right to approve the Settlement with or without modification  
2 and with or without further notice to the Class and may adjourn the Settlement Fairness Hearing  
3 without further notice to the Class. The Court reserves the right to enter the Judgment approving the  
4 Stipulation regardless of whether it has approved the Plan of Allocation, Lead Counsel's request for  
5 an award of attorneys' fees and expenses, and Plaintiffs' request for an award based on their  
6 representation of the Class.

7           4.       The Court approves the form, substance, and requirements of the Notice of Proposed  
8 Settlement of Class Action (the "Notice"), the Proof of Claim and Release (the "Proof of Claim"),  
9 and the Summary Notice of Proposed Settlement of Class Action (the "Summary Notice"), annexed  
10 hereto as Exhibits A-1, A-2, and A-3, respectively.

11          5.       The Court approves the appointment of Verita Global, LLC as the Claims  
12 Administrator to supervise and administer the notice procedure in connection with the proposed  
13 Settlement as well as the processing of Proofs of Claim as more fully set forth below.

14          6.       The Claims Administrator shall commence mailing the Notice and the Proof of Claim,  
15 substantially in the forms annexed hereto, by first class mail, postage prepaid, within twenty-one (21)  
16 calendar days of this Notice Order, to all Class Members who can be identified with reasonable  
17 effort.<sup>1</sup> Within seven (7) calendar days of entry of this Notice Order, DXC shall provide, or cause to  
18 be provided to the Claims Administrator, at no cost, its shareholder lists or similar records reasonably  
19 available as appropriate for providing notice to the Class. This information shall be kept confidential  
20 and shall not be used for any purpose other than to provide the notice contemplated by this Order.

21               (a)    The Claims Administrator shall use reasonable efforts to give notice to  
22 nominee acquirers such as brokerage firms and other Persons who acquired DXC common stock in  
23 exchange for CSC securities pursuant to the registration statement and prospectus issued in  
24 connection with the April 1, 2017 Merger Exchange as record owners but not as beneficial owners.  
25 Such nominee acquirers are directed, within ten (10) calendar days of their receipt of the Notice, to

26 \_\_\_\_\_  
27 <sup>1</sup> The Claims Administrator shall perform a skip trace on any returned Notice and Proof of Claim  
and re-mail them to the updated address, if any.

1 either forward copies of the Notice and Proof of Claim to their beneficial owners or to provide the  
2 Claims Administrator with lists of the names and addresses of the beneficial owners, and the Claims  
3 Administrator is ordered to send the Notice and Proof of Claim promptly to such identified beneficial  
4 owners; and

5 (b) Nominee acquirers who elect to send the Notice and Proof of Claim to their  
6 beneficial owners shall send a statement to the Claims Administrator confirming that the mailing was  
7 made as directed. Additional copies of the Notice and Proof of Claim shall be made available to any  
8 record holder requesting such for the purpose of distribution to beneficial owners, and such record  
9 holders shall be reimbursed from the Settlement Fund, upon receipt by the Claims Administrator of  
10 proper documentation, for the reasonable administrative costs of sending the Notice and Proof of  
11 Claim to beneficial owners as set forth in the Notice. Any dispute concerning the reasonableness of  
12 reimbursement of such administrative costs shall be resolved by the Court.

13 7. The Claims Administrator shall cause the Summary Notice to be published once in the  
14 national edition of *The Wall Street Journal*, and once over a national newswire service, within ten  
15 (10) calendar days after the mailing of the Notice.

16 8. Within twenty-one (21) calendar days of this Notice Order, the Claims Administrator  
17 shall post the Stipulation, the Notice, and the Proof of Claim on the [www.DXCLitigation.com](http://www.DXCLitigation.com)  
18 website.

19 9. Lead Counsel shall, at least seven (7) calendar days before the Settlement Fairness  
20 Hearing, file with the Court and serve on the Parties proof of mailing of the Notice and Proof of Claim  
21 and proof of publication of the Summary Notice.

22 10. The form and content of the Notice and the Summary Notice, and the method set forth  
23 herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of  
24 California law and due process, constitute the best notice practicable under the circumstances, and  
25 shall constitute due and sufficient notice to all persons and entities entitled thereto.



11. In order to be entitled to participate in the Net Settlement Fund, in the event the Settlement is consummated in accordance with its terms set forth in the Stipulation, each Class Member shall take the following actions and be subject to the following conditions:

(a) Within ninety (90) calendar days after such time as set by the Court for the Claims Administrator to mail the Notice to the Class, each Person claiming to be an Authorized Claimant shall be required to submit to the Claims Administrator a completed Proof of Claim, substantially in a form contained in Exhibit A-2 attached hereto and as approved by the Court, signed under penalty of perjury and supported by such documents as are specified in the Proof of Claim;

(b) Except as otherwise ordered by the Court, all Class Members who fail to timely submit a Proof of Claim within such period, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments pursuant to the Stipulation and the Settlement set forth therein, but will in all other respects be subject to and bound by the provisions of the Stipulation, the releases contained therein, and the Final Judgment. Notwithstanding the foregoing, Lead Counsel may, in their discretion, accept for processing late-submitted claims so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed. No Person shall have any claim against Plaintiffs, Plaintiffs' Counsel, the Released Persons, Defendants' Counsel, or the Claims Administrator by reason of the decision to exercise such discretion whether to accept late-submitted claims; and

(c) As part of the Proof of Claim, each Class Member shall submit to the jurisdiction of the Court with respect to the claim submitted, and shall (subject to effectuation of the Settlement) release all Released Plaintiffs' Claims as provided in the Stipulation.

12. The Court will consider objections to the Settlement, the Plan of Allocation, the award to Plaintiffs, and/or the award of attorneys' fees and expenses. Any Class Member wanting to object must do so in writing and any such Class Member who makes a written objection may also appear at the Settlement Fairness Hearing to make an oral objection.

(a) To the extent any Person wants to object, their written objection and any supporting papers, accompanied by proof of Class membership, must: (i) clearly identify the case

1 name and number (*In re HPE Enterprise Services-DXC Technology Co. Merger Litigation*, Lead Case  
2 No. 19CV353132); (ii) be submitted to the Court either by mailing the objection to: Clerk of the  
3 Court, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California  
4 95113, or by filing in person at the same location; (iii) be mailed to Lead Counsel's address at Robbins  
5 Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, c/o James I.  
6 Jaconette; DXC Defendants' Counsel's address at Latham & Watkins LLP, 1271 Avenue of the  
7 Americas, New York, NY 10020, c/o Jamie L. Wine; and HPE Defendants' Counsel's address at  
8 Wilson Sonsini Goodrich & Rosati, One Market Street, Spear Tower, Suite 3300, San Francisco, CA  
9 94105, c/o Katherine L. Henderson, and Morgan, Lewis & Bockius LLP, One Market, Spear Street  
10 Tower, 28th Floor, San Francisco, CA 94105, c/o Joseph E. Floren; (iv) be submitted to the Court  
11 and received by Lead Counsel and Defendants' Counsel on or before \_\_\_\_\_, 202\_, which is  
12 twenty-one (21) calendar days before the date set for the Settlement Fairness Hearing; and (v) identify  
13 all class action settlements to which the objector and his, her, or its counsel have previously objected.

14 (b) Persons who intend to object in writing to the Settlement, the Plan of  
15 Allocation, the request for an award of attorneys' fees and expenses and/or Plaintiffs' request for  
16 awards for representing the Class and who desire to present evidence at the Settlement Fairness  
17 Hearing must include in their written objections copies of any exhibits and/or witness testimony they  
18 intend to introduce into evidence at the Settlement Fairness Hearing. If an objector hires an attorney  
19 to represent him, her, or it for the purposes of making an objection, the attorney must both effect  
20 service of a notice of appearance on counsel listed above and file it with the Court by no later than  
21 \_\_\_\_\_, 202\_. A Class Member who files a written objection does not have to appear at  
22 the Settlement Fairness Hearing for the Court to consider his, her, or its objection. Any Class Member  
23 who does not make his, her, or its objection in the manner provided in the Notice and herein shall be  
24 deemed to have waived such objection and shall forever be foreclosed from making any objection to  
25 the fairness or adequacy of the Settlement set forth in the Stipulation, to the Plan of Allocation, to  
26 Lead Counsel's application for an award of attorneys' fees and expenses, and to Plaintiffs' request  
27 for awards, unless otherwise ordered by the Court.

13. Defendants' Counsel and Lead Counsel shall promptly furnish each other with copies of any and all objections that come into their possession.

14. All papers in support of the Settlement, the Plan of Allocation, and any application by Lead Counsel for attorneys' fees and expenses and awards to Plaintiffs shall be filed thirty-five (35) calendar days prior to the Settlement Fairness Hearing. All reply papers shall be filed and served at least seven (7) calendar days prior to the Settlement Fairness Hearing.

15. All funds held by the Escrow Agents shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

16. Pending final determination of whether the Settlement should be approved, Plaintiffs, the Class, each Class Member, and anyone who acts or purports to act on their behalf, shall not institute, commence, maintain, or prosecute, and are hereby barred and enjoined from instituting, commencing, maintaining, or prosecuting, any action in any court or tribunal that asserts Released Plaintiffs' Claims against any of the Released Persons.

17. All reasonable expenses incurred in identifying and notifying Class Members, as well as administering the Settlement Fund, shall be paid as set forth in the Stipulation and herein. In the event the Settlement is not approved by the Court, or otherwise fails to become effective, neither Plaintiffs nor any of their counsel shall have any obligation to repay any amounts actually and properly disbursed from the Settlement Fund, except as provided for in the Stipulation.

18. If any specified condition to the Settlement set forth in the Stipulation is not satisfied and Plaintiffs or Defendants elect to terminate the Settlement, then, in any such event, the Stipulation, including any amendment(s) thereof, shall be null and void and of no further force or effect (except to the extent otherwise expressly provided in the Stipulation), without prejudice to any Party, and may not be introduced as evidence or referred to in this Action or any action or proceeding by any person or entity for any purpose, and each Party shall be restored to his, her, or its respective position as it existed on June 16, 2025.

1           19.     The Court may adjourn or continue the Settlement Fairness Hearing without further  
2 written notice to the Class.

3           20.     The Court retains exclusive jurisdiction over the Action to consider all further matters  
4 arising out of or connected with the Settlement. The Court may approve the Settlement, with such  
5 modifications to which the Parties may agree, if appropriate, without further notice to the Class.

6                               \*       \*       \*

7                               **ORDER**

8           IT IS SO ORDERED.

9  
10 DATED: \_\_\_\_\_

\_\_\_\_\_  
11 THE HONORABLE CHARLES F. ADAMS  
12 JUDGE OF THE SUPERIOR COURT  
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# **EXHIBIT A-1**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

In re HPE ENTERPRISE SERVICES-DXC  
TECHNOLOGY CO. MERGER LITIGATION)

Lead Case No. 19CV353132

CLASS ACTION

This Document Relates To:

NOTICE OF PROPOSED SETTLEMENT OF  
CLASS ACTION

ALL ACTIONS.

EXHIBIT A-1

Assigned for All Purposes to:  
Judge: Honorable Charles F. Adams  
Dept. 7  
Date Action Filed: August 20, 2019

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**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION**

**TO: ALL PERSONS WHO ACQUIRED DXC TECHNOLOGY COMPANY (“DXC”) COMMON STOCK IN DIRECT EXCHANGE FOR COMPUTER SCIENCES CORPORATION, INC. (“CSC”) SECURITIES IN THE APRIL 1, 2017 MERGER BETWEEN CSC AND THE ENTERPRISE SERVICES BUSINESS SEGMENT OF HEWLETT PACKARD ENTERPRISE COMPANY (“HPE”).**

**TO QUALIFY FOR A SETTLEMENT PAYMENT, YOU MUST TIMELY SUBMIT A PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”) BY \_\_\_\_\_, 202\_, AS MORE FULLY DESCRIBED BELOW.**

**THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY A CLASS ACTION CASE PENDING IN COURT.**

**WHY SHOULD I READ THIS NOTICE?**

This Notice is given pursuant to an order issued by the Superior Court of California, County of Santa Clara (“Court”) in a lawsuit captioned *In re HPE Enterprise Services-DXC Technology Co. Merger Litigation*, Lead Case No. 19CV353132 (the “Action”). This Notice serves to inform you of the proposed settlement of the Action (the “Settlement”) and the hearing (the “Settlement Fairness Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, as set forth in the Stipulation of Settlement dated October 15, 2025 (the “Stipulation”), by and between Plaintiffs Jason McLees and Palm Tran, Inc. Amalgamated Transit Union Local 1577 Pension Plan (“Plaintiffs”), on behalf of themselves and the Class (as defined below), and Defendants HPE, DXC, Rishi Varma, Timothy C. Stonesifer, Jeremy K. Cox, Mukesh Aghi, Amy E. Alving, David Herzog, Sachin Lawande, J. Michael Lawrie, Julio A. Portalatin, Peter Rutland, Manoj P. Singh, Margaret C. Whitman, and Robert F. Woods (collectively, the “Individual Defendants” and, together with HPE and DXC, the “Defendants”).<sup>1</sup>

**This Notice is intended to inform you of how this lawsuit and proposed Settlement may affect your rights and what steps you may take in relation to it. This Notice is NOT an expression of any opinion by the Court as to the merits of the claims or defenses asserted in the lawsuit or whether the Defendants engaged in any wrongdoing.**

**WHAT IS THIS LAWSUIT ABOUT?**

**I. THE ALLEGATIONS**

DXC provides information technology services to businesses worldwide. Plaintiffs allege that Defendants violated Sections 11, 12, and 15 of the Securities Act of 1933 (the “Securities Act”) by reason of material misrepresentations and omissions in the Offering Materials, including the Form S-4 registration statement, Form 424B3 prospectus, and materials incorporated therein, issued in

<sup>1</sup> The Stipulation can be viewed and/or downloaded at [www.DXCLitigation.com](http://www.DXCLitigation.com). All capitalized terms used herein have the same meaning as the terms defined in the Stipulation.

1 connection with the April 1, 2017 Merger Exchange, which was a stock-for-stock exchange by which  
2 HPE's Enterprise Services segment was spun off and merged with CSC to form DXC.

3 Specifically, Plaintiffs allege that the Offering Materials misrepresented and omitted material  
4 facts regarding the nature, timing, and scope of a so-called "workforce optimization" plan, described  
5 as a plan to, among other things, eliminate duplicative employees and "optimize" the workforce in  
6 order to achieve expected merger "synergies." Instead, Defendants allegedly planned and carried out  
7 layoffs of older, more experienced employees, which allowed Defendants to offload higher salaried  
8 employees, cut costs in the short term, and enhance reported earnings. Plaintiffs allege that as DXC  
9 terminated employees with longstanding customer relationships, DXC began to lose customers and  
10 business. Plaintiffs allege that the eventual disclosure of this workforce plan caused DXC's stock  
11 price to decline sharply, damaging investors who acquired DXC common stock in the April 1, 2017  
12 Merger Exchange.

13 Defendants have expressly denied, and continue to expressly deny, each and all of Plaintiffs'  
14 allegations and expressly deny that the Offering Materials contained any material misrepresentations  
15 or omissions or otherwise violated the Securities Act in any respect. Defendants have asserted and  
16 continue to assert that the Offering Materials were true, accurate, and complete in compliance with  
17 the law.

18 **THE COURT HAS NOT RULED AS TO WHETHER DEFENDANTS ARE LIABLE**  
19 **TO PLAINTIFFS OR TO THE CLASS. THIS NOTICE IS NOT INTENDED TO BE AN**  
20 **EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF**  
21 **THE ALLEGATIONS IN THIS ACTION OR THE MERITS OF THE CLAIMS OR**  
22 **DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE**  
23 **PROPOSED SETTLEMENT OF THIS ACTION AND YOUR RIGHTS IN CONNECTION**  
24 **WITH THAT SETTLEMENT.**

## 25 **II. PROCEDURAL HISTORY**

26 Plaintiff McLees filed an initial complaint on August 20, 2019, against HPE, DXC, and certain  
27 current and former officers and directors of DXC and HPE, alleging violations of Sections 11, 12, and  
28 15 of the Securities Act in the Offering Materials issued in connection with the April 1, 2017 Merger  
Exchange that formed DXC. Plaintiff Palm Tran filed a complaint on November 26, 2019, alleging  
violations of the same sections of the Securities Act against the same defendants. By court order on  
December 9, 2019, the two cases were consolidated, and Girard Sharp LLP, Hedin Hall LLP (now  
known as The Hall Firm, Ltd.), and Robbins Geller Rudman & Dowd LLP were appointed co-lead  
counsel for Plaintiffs, with Gibbs Law Group LLP and Sugarman & Susskind, P.A. (now known as  
Sugarman Susskind Braswell & Herrera, P.A.) designated as members of Plaintiffs' Executive  
Committee.

On January 31, 2020, Plaintiffs filed a Consolidated Complaint. Between February 2020 and  
June 2020, the Parties briefed a motion to stay this Action in favor of a putative class action pending  
in the U.S. District Court for the Northern District of California regarding similar alleged  
misstatements in the Offering Materials (the "Federal Case"). The Court denied that motion on July  
15, 2020, and the Parties thereafter briefed Defendants' demurrer. Following the conclusion of  
demurrer briefing, the Action remained dormant for almost two years, as the Federal Case proceeded  
through multiple rounds of motion to dismiss briefing. The federal court ultimately dismissed the



1 Federal Case on December 14, 2021, leaving this Action as the only remaining proceeding involving  
2 claims by CSC’s former shareholders against Defendants related to the Merger.

3 On March 7, 2022, Plaintiffs filed the First Amended Consolidated Complaint (“FAC”),  
4 which contained additional allegations regarding the alleged misstatements and omissions in the  
5 Offering Materials. The Parties engaged in another round of demurrer briefing. The Court dismissed  
6 the FAC, with leave to amend.

7 Plaintiffs filed the Second Amended Consolidated Complaint (“SAC”) on September 21,  
8 2022, including allegations intended to address the concerns that the Court raised in its demurrer  
9 decision. Defendants filed demurrers to the SAC. On January 23, 2023, the Court overruled the  
10 demurrer, and discovery commenced.

11 During discovery, the Parties engaged in extended negotiations that resulted in the production  
12 of millions of pages of documents, the exchange of written discovery, and the pursuit of third-party  
13 discovery. Plaintiffs conducted ten depositions. Additional depositions were noticed or pending  
14 scheduling at the time the Settlement was reached.

15 While discovery was ongoing, Plaintiffs moved in July 2023 to certify a class of all persons  
16 who acquired DXC common stock in direct exchange for their shares of CSC securities in the April 1,  
17 2017 Merger Exchange. On May 2, 2024, the Court issued a decision granting Plaintiffs’ motion to  
18 certify the Class and appointing Girard Sharp LLP, Hedin Hall LLP (now known as The Hall Firm, Ltd.),  
19 and Robbins Geller Rudman & Dowd LLP as Class Counsel. On June 28, 2024, the Court entered the  
20 Parties’ stipulation to provide notice to Class Members of the pendency of this class action, and advise  
21 Class Members of their right to exclude themselves from the Class.

22 On January 3, 2025, the HPE Defendants moved for judgment on the pleadings to Plaintiffs’  
23 causes of action under Sections 11 and 12, which the Court granted in part as to the Section 12 cause  
24 of action and denied in part as to the Section 11 cause of action on June 24, 2025.

25 On March 10, 2025, the Parties participated in an all-day mediation session in California,  
26 before the Honorable Layn R. Phillips (Ret.), at which they discussed the strengths and weaknesses  
27 of the claims and defenses in this Action. The Parties exchanged confidential opening and reply  
28 mediation statements in advance of the mediation.

Notwithstanding their efforts, the Parties were unable to reach a resolution during the  
mediation. Although the Parties did not reach an agreement to settle the Action then, negotiations  
continued through Judge Phillips. Thereafter, Judge Phillips issued a “mediator’s proposal” for the  
monetary terms of a settlement for this Action on a class-wide basis. The Parties accepted the  
mediator’s proposal subject to the negotiation of a Stipulation of Settlement and approval by the  
Court.

### 24 **HOW DO I KNOW IF I AM A CLASS MEMBER?**

25 You are a Class Member if you acquired DXC common stock in direct exchange for CSC  
26 securities in the April 1, 2017 Merger Exchange. As set forth in the Stipulation, excluded from the  
27 Class are: Defendants; the officers, directors, and affiliates of Defendants, at all relevant times;  
28 members of Defendants’ immediate families and their legal representatives, heirs, successors, or  
assigns; and any entity in which Defendants have or had a controlling interest. Also excluded from

1 the Class are those Class Members who timely and validly requested exclusion in response to the  
2 notice of pendency previously mailed to the Class. Anyone with questions as to whether or not they  
are excluded from the Class may call the Claims Administrator toll-free at 1-866-726-1699.

3 **PLEASE NOTE:** Receipt of this Notice does not mean that you are a Class Member or that  
4 you will be entitled to receive a payment from the Settlement. If you are a Class Member and you  
5 wish to be eligible to participate in the distribution of the proceeds from the Settlement, you are  
6 required to submit the Proof of Claim that is being distributed with this Notice and the required  
supporting documentation as set forth therein, so that it is postmarked, received (if no postmark), or  
submitted online on or before \_\_\_\_\_, 202\_.

#### 7 **WHAT IF I ACQUIRED DXC COMMON STOCK BY SPIN-OFF FROM HPE?**

8 This lawsuit only concerns the shares of DXC common stock that were issued in direct  
9 exchange for CSC shares in the April 1, 2017 Merger Exchange. Persons who acquired DXC  
10 common stock solely by other means (such as, for example, by spin-off from HPE shares) are not  
Class Members and are not entitled to participate in the Settlement with respect to those shares  
acquired otherwise than in direct exchange for CSC shares.

#### 11 **WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?**

12 The Settlement, if approved, will result in the creation of a cash settlement fund of  
13 \$47,500,000 (the "Settlement Amount"). The Settlement Amount, plus accrued interest, is the  
14 Settlement Fund. The Settlement Fund, minus the costs of this Notice and all costs associated with  
the administration of the Settlement, Taxes and Tax Expenses, attorneys' fees and expenses, and any  
15 award to Plaintiffs in connection with their representation of the Class, as approved by the Court (the  
"Net Settlement Fund"), will be distributed to eligible Class Members pursuant to the Plan of  
16 Allocation that is described in the next section of this Notice.

#### 17 **WHAT IS THE PROPOSED PLAN OF ALLOCATION?**

18 The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund  
19 among Class Members based on their respective alleged economic losses resulting from the securities  
law violations alleged in the Action.

20 The Claims Administrator shall determine each Class Member's share of the Net Settlement  
21 Fund based on the recognized loss formula (the "Recognized Claim") described below. A Recognized  
22 Claim will be calculated for each share of DXC common stock acquired in the April 1, 2017 Merger  
Exchange. The calculation of a Recognized Claim will depend upon several factors, including the  
23 number of shares acquired, whether the shares were ever sold, and, if so, when they were sold and for  
what amounts. The Recognized Claim is not intended to estimate the amount a Class Member might  
24 have been able to recover after a trial, nor to estimate the amount that will be paid to Class Members  
pursuant to the Settlement. The Recognized Claim is the basis upon which the Net Settlement Fund  
25 will be proportionately allocated to Class Members.

26 Your share of the Net Settlement Fund will depend on, among other things, the number of  
27 valid Proofs of Claim that Class Members submit, how many DXC shares you acquired in the Merger,  
whether you sold any of those shares, when you sold them, and, if so, the sales price.

1 The calculation of claims below is not an estimate of the amount you will receive. It is a  
2 formula for allocating the Net Settlement Fund among all Authorized Claimants. Furthermore, if any  
of the formulas set forth below yield an amount less than \$10.00, the claim per share is \$0.00.

3 For each share of DXC common stock acquired in direct exchange for CSC securities pursuant  
4 to the Offering Materials issued in connection with the April 1, 2017 Merger Exchange, and:

- 5 a. sold prior to November 7, 2018, the claim per DXC share is \$0.00;
- 6 b. sold from November 7, 2018, through August 8, 2019, the claim per DXC share  
7 is the lesser of:
  - 8 i. \$4.50 per DXC share, or
  - 9 ii. the amount paid of \$69.01 per DXC share less the sales price per DXC  
share; or
- 10 c. retained at the end of August 8, 2019, the claim per DXC share is \$6.07 per  
11 DXC share.

12 Any sale of DXC common stock shall be deemed to have occurred on the “contract” or “trade”  
13 date as opposed to the “settlement” or “payment” date. All sale prices shall exclude any fees and  
14 commissions. The receipt or grant by gift, devise, or operation of law of DXC common stock shall  
15 not be deemed a sale of DXC common stock for the calculation of a claimant’s Recognized Claim  
16 nor shall it be deemed an assignment of any claim relating to the acquisition of such shares unless  
specifically provided in the instrument of gift or assignment. The receipt of DXC common stock in  
exchange for securities of any other corporation or entity other than CSC shall not be deemed an  
acquisition of DXC common stock.

17 The total of all profits shall be subtracted from the total of all losses from transactions during  
18 the relevant period to determine if a Class Member has a Recognized Claim. Only if a Class Member  
19 had an overall market loss, after all profits from transactions in DXC common stock during the  
relevant period are subtracted from all losses, will such Class Member be eligible to receive a  
distribution from the Net Settlement Fund.

20 If an Authorized Claimant has an overall market gain, the recognized claim for that Authorized  
21 Claimant will be \$0.00. If an Authorized Claimant has an overall market loss, that Authorized  
22 Claimant’s Recognized Claim will be limited to the amount of overall market loss. The Claims  
Administrator shall allocate to each Authorized Claimant a *pro rata* share of the Net Settlement Fund  
23 based on his, her, or its Recognized Claim as compared to the total Recognized Claims of all  
Authorized Claimants. No distribution shall be made to Authorized Claimants who would otherwise  
24 receive a distribution of less than \$10.00.

25 Distributions will be made to Authorized Claimants after all claims have been processed, after  
26 the Court has finally approved the Settlement, and after any appeals are resolved. If there is any  
27 balance remaining in the Net Settlement Fund after a reasonable amount of time from the initial date  
of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or  
28 otherwise), the Claims Administrator shall, if economically feasible, reallocate such balance among  
Authorized Claimants in an equitable and economic fashion. These redistributions shall be repeated

1 until the balance remaining in the Net Settlement Fund is no longer economically feasible to distribute  
2 to Class Members. Thereafter, subject to distribution to state entities, as required by California Code  
3 of Civil Procedure §384(b)(3), any balance that remains in the Net Settlement Fund shall be donated  
4 to Council of Institutional Investors.

5 Please contact the Claims Administrator or Plaintiffs' Counsel if you disagree with any  
6 determinations made by the Claims Administrator regarding your Proof of Claim. Any claimant  
7 whose timely claim has been rejected in whole or in part for a curable deficiency who desires to  
8 contest such rejection, may ask Plaintiffs' Counsel to request that the Court, which retains jurisdiction  
9 over all Class Members and the claims administration process, decide the issue.

10 The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class  
11 Member on equitable grounds.

12 Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all  
13 Authorized Claimants. No Person shall have any claim against Plaintiffs, Plaintiffs' Counsel, any  
14 Claims Administrator, any other Person designated by Plaintiffs' Counsel, or any of the Released  
15 Persons or Defendants' Counsel based on the distributions made substantially in accordance with the  
16 Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court.  
17 All Class Members who fail to complete and submit a valid and timely Proof of Claim shall be barred  
18 from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the  
19 Court), but otherwise shall be bound by the terms of the Stipulation, including the terms of any  
20 judgment entered and the releases given.

21 Persons and entities that excluded themselves from the Class will not be eligible to receive a  
22 distribution from the Net Settlement Fund and should not submit Proof of Claim forms.

23 **DO I NEED TO CONTACT PLAINTIFFS' COUNSEL IN ORDER TO PARTICIPATE IN  
24 DISTRIBUTION OF THE NET SETTLEMENT FUND?**

25 No. If you have received this Notice and timely submit your Proof of Claim along with the  
26 required documentation to the designated address, you need not contact Plaintiffs' Counsel. If your  
27 address changes, please contact the Claims Administrator at:

28 *DXC Technology Co. Merger Litigation*  
Claims Administrator  
c/o Verita Global, LLC  
P.O. Box 301170  
Los Angeles, CA 90030-1170  
Telephone: 1-866-726-1699  
www.DXCLitigation.com

**THERE WILL BE NO PAYMENTS IF THE STIPULATION IS TERMINATED**

The Stipulation may be terminated under several circumstances outlined in it. If the  
Stipulation is terminated, the Action will proceed as if the Stipulation had not been entered.

## WHAT ARE THE REASONS FOR SETTLEMENT?

The Settlement was reached after highly contested litigation and motion practice directed at the sufficiency of Plaintiffs' claims. The Parties also conducted document discovery and numerous depositions. Nevertheless, the Court has not reached any final decisions in connection with Plaintiffs' claims against Defendants. Instead, Plaintiffs and Defendants have agreed to this Settlement, which was reached with the substantial assistance of the Honorable Layn R. Phillips (Ret.), a highly respected former federal district court judge with extensive experience in the mediation of complex class actions. In reaching the Settlement, the Parties have avoided the cost, delay, and uncertainty of further litigation.

As in any litigation, Plaintiffs and the Class would face an uncertain outcome if they did not agree to the Settlement. The Parties expected that the case could continue for a lengthy period of time and that even if Plaintiffs succeeded, Defendants could file appeals that would postpone final resolution of the case. Continuing the Action could also result in no recovery at all for Plaintiffs and the Class or a judgment that is less than the amount of the Settlement. Conversely, with regards to Defendants, continuing the Action could result in a judgment in an amount greater than this Settlement. Accordingly, both Plaintiffs and Defendants have determined that Settlement on the terms set forth in the Stipulation was in their best interests in light of the facts and procedural posture of the Action and the uncertainty of continued litigation.

Plaintiffs and Plaintiffs' Counsel believe that this Settlement is fair and reasonable to the members of the Class. They have reached this conclusion for several reasons. Specifically, if the Settlement is approved, the Class will receive a certain and immediate monetary recovery. Additionally, Plaintiffs' Counsel believe that the significant and immediate benefits of the Settlement, when weighed against the significant risk, delay, and uncertainty of continued litigation, are a very favorable result for the Class.

## WHO REPRESENTS THE CLASS?

The following attorneys are counsel for the Class:

James I. Jaconette  
ROBBINS GELLER RUDMAN & DOWD LLP  
655 West Broadway, Suite 1900  
San Diego, CA 92101  
Telephone: 800/449-4900

settlementinfo@rgrdlaw.com

Adam E. Polk  
GIRARD SHARP LLP  
601 California Street, Suite 1400  
San Francisco, CA 94108  
Telephone: 415/981-4800

apolk@girardsharp.com

David W. Hall  
THE HALL FIRM, LTD.  
Four Embarcadero Center, Suite 1400  
San Francisco, CA 94104  
Telephone: 415/766-3534

dhall@hallfirmlltd.com

If you have any questions about the Action, or the Settlement, you are entitled to consult with Plaintiffs' Counsel by contacting counsel at the phone numbers listed above.

You may obtain a copy of the Stipulation by contacting the Claims Administrator at:

*DXC Technology Co. Merger Litigation*  
Claims Administrator  
c/o Verita Global, LLC  
P.O. Box 301170  
Los Angeles, CA 90030-1170  
Telephone: 1-866-726-1699  
www.DXCLitigation.com

#### **HOW WILL THE PLAINTIFFS' LAWYERS BE PAID?**

Lead Counsel will file a motion for an award of attorneys' fees and expenses that will be considered at the Settlement Fairness Hearing. Lead Counsel will apply for an award of attorneys' fees of up to one-third of the Settlement Amount, plus payment of Plaintiffs' Counsel's expenses incurred in connection with this Action in an amount not to exceed \$1,200,000. In addition, Plaintiffs may each seek a payment of up to \$15,000 for their efforts in representing the Class. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and expenses requested will be the only payment to Plaintiffs' Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. The fees requested will compensate Plaintiffs' Counsel for their work in achieving the Settlement. The Court will decide what constitutes a reasonable fee award and may award less than the amount requested by Plaintiffs' Counsel.

#### **CAN I OBJECT TO THE SETTLEMENT, THE REQUESTED ATTORNEYS' FEES, THE REQUESTED PAYMENT OF COSTS AND EXPENSES, AND/OR THE PLAN OF ALLOCATION?**

Yes. If you are a Class Member, you may object to the terms of the Settlement. Whether or not you object to the terms of the Settlement, you may also object to the requested attorneys' fees and expenses, Plaintiffs' request for awards for representing the Class, and/or the Plan of Allocation.

You may also appear at the Settlement Fairness Hearing at your expense, either in person, telephonically, or through an attorney, provided you notify the Court of your intention to do so.

1 All written objections, supporting papers, and/or notices of intent to appear at the Settlement  
2 Fairness Hearing must: (a) clearly identify the case name and number (*In re HPE Enterprise Services-  
3 DXC Technology Co. Merger Litigation*, Lead Case No. 19CV353132); (b) be submitted to the Court  
4 either by mailing the objection to: Clerk of the Court, Superior Court of California, County of Santa  
5 Clara, 191 N. 1st Street, San Jose, California 95113, or by filing in person at the same location; (c)  
6 be mailed to Lead Counsel's address at Robbins Geller Rudman & Dowd LLP, 655 West Broadway,  
7 Suite 1900, San Diego, CA 92101, c/o James I. Jaconette; DXC Defendants' Counsel's address at  
8 Latham & Watkins LLP, 1271 Avenue of the Americas, New York, NY 10020, c/o Jamie L. Wine;  
9 and HPE Defendants' Counsel's addresses at Wilson Sonsini Goodrich & Rosati, One Market Street,  
10 Spear Tower, Suite 3300, San Francisco, CA 94105, c/o Katherine L. Henderson, and Morgan, Lewis  
11 & Bockius LLP, One Market, Spear Street Tower, 28th Floor, San Francisco, CA 94105, c/o Joseph  
12 E. Floren; and (d) be submitted to the Court and received by Lead Counsel and Defendants' Counsel  
13 on or before \_\_\_, 202\_\_.

14 The objection must include documentation establishing the objecting Person's membership in  
15 the Class, including the number of shares of DXC common stock acquired in connection with the  
16 April 1, 2017 Merger Exchange, and contain a statement of reasons for the objection, copies of any  
17 papers, briefs, or other documents upon which the objection is based, a statement of whether the  
18 objector intends to appear at the Settlement Fairness Hearing, and the objector's signature, even if  
19 represented by counsel. The objection must identify all class action settlements to which the objector  
20 and his, her, or its counsel have previously objected. Documentation establishing membership in the  
21 Class must consist of copies of brokerage confirmation slips or monthly brokerage account  
22 statements, or an authorized statement from the objector's broker containing the transactional and  
23 holding information found in a broker confirmation slip or account statement.

24 If you submit a written objection, attendance at the Settlement Fairness Hearing is not  
25 necessary; however, persons wishing to be heard orally at the Settlement Fairness Hearing are  
26 required to indicate in their written objection their intention to appear at the hearing and identify any  
27 witnesses they may call to testify and exhibits, if any, they intend to introduce into evidence.

28 If you hire an attorney (at your own expense) to represent you for purposes of objecting, your  
attorney must serve a notice of appearance on counsel listed above and file it with the Court (at the  
address set out above) by no later than \_\_\_, 202\_\_.

Unless otherwise directed by the Court, any Class Member who does not make his, her, or its  
objection in the manner provided shall be deemed to have waived all objections to this Settlement  
and shall be foreclosed from raising (in this or any other proceeding or on any appeal) any objection  
and any untimely objection shall be barred.

### **WHAT ARE MY RIGHTS AND OBLIGATIONS UNDER THE SETTLEMENT?**

If you are a Class Member and you did not exclude yourself from the Class, you may receive  
the benefit of, and you will be bound by, the terms of the Settlement described in this Notice, upon  
approval by the Court.

### **HOW CAN I GET A PAYMENT?**

To qualify for a payment, you must timely complete and return the Proof of Claim that  
accompanies this Notice. A Proof of Claim is enclosed with this Notice and also may be downloaded

1 at www.DXCLitigation.com. Read the instructions carefully; fill out the Proof of Claim; sign it; and  
2 mail or submit it online (at [www.DXCLitigation.com](http://www.DXCLitigation.com)) along with supporting documentation so that  
3 it is **postmarked (if mailed) or received (if no postmark or if submitted online) no later than**  
4 **\_\_\_\_, 202\_**. If you do not submit a timely Proof of Claim with all the required information, you will  
5 not receive a payment from the Net Settlement Fund; however, you will still be bound in all other  
6 respects by the Settlement, the Judgment, and the release contained in them.

### 7 **WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?**

8 If the Settlement is approved by the Court, the Court will enter a Judgment. If the Judgment  
9 becomes final pursuant to the terms of the Stipulation, all Class Members shall be deemed to have,  
10 and by operation of the Final Judgment shall have, fully, finally, and forever waived, released,  
11 compromised, settled, resolved, relinquished, and discharged any and all of the Released Persons  
12 from all Released Plaintiffs' Claims. As set forth in the Stipulation:

13 "Released Plaintiffs' Claims" means any and all claims, demands, losses, rights, liability, and  
14 causes of action of every nature and description whatsoever, asserted or unasserted, including  
15 Unknown Claims as defined below, whether arising under federal, state, local, common, statutory,  
16 administrative, or foreign law, or any other law, rule, or regulation, at law or in equity, whether fixed  
17 or contingent, whether foreseen or unforeseen, whether accrued or unaccrued, whether liquidated or  
18 unliquidated, whether matured or unmatured, whether direct, representative, class, or individual in  
19 nature, that either were or could have been asserted in this Action, or could be in the future asserted  
20 in any forum, arising out of, relating to, or in connection with (a) the acquisition of DXC common  
21 stock in the April 1, 2017 Merger Exchange, and (b) the allegations, acts, facts, transactions, events,  
22 matters, occurrences, disclosures, filings, representations, or omissions that were or could have been  
23 involved, set forth, alleged, or referred to by Plaintiffs and all other members of the Class in this  
24 Action.

25 "Released Persons" means Defendants and each and all of their Related Persons.

26 "Related Persons" means each Defendant's respective past, present, or future parents,  
27 subsidiaries, joint ventures, joint venturers, divisions, and affiliates, and their respective current,  
28 former, and future directors, officers, employees, partners, members, principals, agents, underwriters,  
insurers, co-insurers, reinsurers, majority ownership shareholders, controlling shareholders,  
attorneys, accountants or auditors, financial or investment advisors or consultants, banks or  
investment bankers, personal or legal representatives, predecessors, successors, assigns, spouses,  
heirs, related or affiliated entities; any entity in which a Defendant holds a controlling interest; and  
the predecessors, successors, estates, immediate family members, spouses, heirs, executors, trusts,  
trustees, administrators, agents, legal, or personal representatives, assigns, and assignees of each  
Individual Defendant, all in their capacities as such.

"Unknown Claims" means: (a) any and all Released Plaintiffs' Claims and potential Released  
Plaintiffs' Claims against the Released Persons which Plaintiffs or any Class Member does not know  
or suspect to exist in their, his, her, or its favor as of the Effective Date, including, without limitation,  
those that, if known by such Plaintiffs or Class Members, might have affected their, his, her, or its  
decision(s) with respect to the Settlement or the releases, including their, his, her, or its decision(s) to  
object or not to object to the Settlement or to exclude themselves, himself, herself, or itself from the  
Class, and (b) any Released Defendants' Claims against Plaintiffs, which Defendants do not know or  
suspect to exist in their, his, her, or its favor, which if known by them, him, her, or it might have



1 affected their, his, her, or its decision(s) with respect to the Settlement. With respect to any and all  
2 Released Plaintiffs' Claims and Released Defendants' Claims, the Parties stipulate and agree that by  
3 operation of the Final Judgment, upon the Effective Date, Plaintiffs and all Class Members and  
4 Defendants shall have expressly waived and by operation of the Final Judgment shall have expressly  
5 waived, the provisions, rights, and benefits of Cal. Civ. Code §1542, which provides:

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

12 Additionally, with respect to any and all Released Plaintiffs' Claims and Released Defendants'  
13 Claims, the Parties stipulate and agree that by operation of the Final Judgment, upon the Effective  
14 Date, Plaintiffs and all Class Members and Defendants shall have expressly waived any and all  
15 provisions, rights, and benefits conferred by any law of any state or territory of the United States, or  
16 principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542.  
17 Plaintiffs and all Class Members and Defendants may hereafter discover facts in addition to or  
18 different from those which they, he, she, or it now knows or believes to be true with respect to the  
19 subject matter of the Released Plaintiffs' Claims and Released Defendants' Claims, but the Parties  
20 shall expressly fully, finally, and forever settle and release, and, upon the Effective Date, shall be  
21 deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled  
22 and released, any and all Released Plaintiffs' Claims and Released Defendants' Claims, known or  
23 unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or  
24 hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing  
25 or coming into existence in the future, including, but not limited to, conduct which is negligent,  
26 intentional, with or without malice, or a breach of any duty, law or rule, without regard to the  
27 subsequent discovery or existence of such different or additional facts. The Parties acknowledge that  
28 the inclusion of "Unknown Claims" in the definition of Released Plaintiffs' Claims and Released  
Defendants' Claims was separately bargained for and is an essential element of the Settlement.

18 **THE ABOVE DESCRIPTION OF THE PROPOSED SETTLEMENT AND THE**  
19 **RELEASES IS ONLY A SUMMARY.** The complete terms are set forth in the Stipulation  
20 (including its exhibits), which may be obtained at [www.DXCLitigation.com](http://www.DXCLitigation.com) or by contacting  
21 Plaintiffs' Counsel listed on page \_\_ above.

### 22 **THE SETTLEMENT FAIRNESS HEARING**

23 The Court will hold a Settlement Fairness Hearing on \_\_\_\_\_, 202\_, at \_\_\_\_\_.m., before  
24 the Honorable Charles F. Adams at the Superior Court of California, County of Santa Clara,  
25 Department 7, 191 N. First Street, San Jose, CA 95113, for the purpose of determining whether:  
26 (1) the Settlement as set forth in the Stipulation for \$47,500,000.00 in cash should be approved by  
27 the Court as fair, reasonable, and adequate; (2) Judgment as provided under the Stipulation should be  
28 entered; (3) to award Plaintiffs' Counsel attorneys' fees and expenses out of the Settlement Fund and,  
if so, in what amounts; (4) to pay Plaintiffs for their efforts in representing the Class out of the  
Settlement Fund and, if so, in what amount; and (5) the Plan of Allocation should be approved by the  
Court. The Court may adjourn or continue the Settlement Fairness Hearing without further notice to

1 members of the Class. If you want to attend the Settlement Fairness Hearing, you should confirm the  
2 date and time with Lead Counsel.

### 3 **HOW DO I OBTAIN ADDITIONAL INFORMATION?**

4 This Notice contains only a summary of the terms of the proposed Settlement. The pleadings  
5 and other records in this litigation, including the Stipulation, may be examined: (a) online on the  
6 Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at  
7 [www.sccourt.org](http://www.sccourt.org), or through the Santa Clara Superior Court Portal at <https://portal.sccourt.org>; or  
8 (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. First Street, San  
Jose, California 95113, between the hours of 8:30 a.m. and 3:00 p.m., Monday through Thursday and  
8:30 a.m. and 12:00 p.m. on Friday, excluding Court holidays and closures. In addition, all the  
Settlement documents, including the Stipulation, this Notice, the Proof of Claim, and proposed  
Judgment may be obtained by contacting the Claims Administrator at:

9 *DXC Technology Co. Merger Litigation*  
10 Claims Administrator  
11 c/o Verita Global, LLC  
12 P.O. Box 301170  
13 Los Angeles, CA 90030-1170  
14 Telephone: 1-866-726-1699  
15 Email: [info@DXCLitigation.com](mailto:info@DXCLitigation.com)  
16 [www.DXCLitigation.com](http://www.DXCLitigation.com)

17 In addition, you may contact Greg Wood, Shareholder Relations, Robbins Geller Rudman &  
18 Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900,  
19 [settlementinfo@rgrdlaw.com](mailto:settlementinfo@rgrdlaw.com), if you have any questions about the Action or the Settlement.

### 20 **SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES**

21 If you hold any shares of DXC common stock acquired in the April 1, 2017 Merger Exchange,  
22 as a nominee for a beneficial owner, then, within ten (10) calendar days after you receive this Notice,  
23 you must either: (1) send a copy of this Notice and the Proof of Claim (collectively, "Notice Packet")  
24 by First-Class Mail to all such Persons; or (2) provide a list of the names and addresses of such Persons  
25 to the Claims Administrator:

26 *DXC Technology Co. Merger Litigation*  
27 Claims Administrator  
28 c/o Verita Global, LLC  
P.O. Box 301170  
Los Angeles, CA 90030-1170  
Telephone: 1-866-726-1699  
Email: [info@DXCLitigation.com](mailto:info@DXCLitigation.com)  
[www.DXCLitigation.com](http://www.DXCLitigation.com)

29 If you choose to mail the Notice Packet yourself, you may obtain from the Claims  
30 Administrator (without cost to you) as many additional copies of these documents as you will need  
31 to complete the mailing.

1       Regardless of whether you choose to complete the mailing yourself or elect to have the mailing  
2 performed for you, you may obtain reimbursement for reasonable administrative costs actually  
3 incurred in connection with forwarding the Notice Packet, or providing names and addresses to the  
4 Claims Administrator, upon submission of appropriate documentation to the Claims Administrator.  
5 Reasonable administrative costs actually incurred in connection with the foregoing includes up to  
6 \$0.03 for providing names, addresses, and email addresses to the Claims Administrator per record;  
up to \$0.03 per Notice Packet mailed by you, plus postage at the rate used by the Claims  
Administrator. Such properly documented expenses incurred by nominees in compliance with the  
terms of these instructions will be paid from the Settlement Fund. Any dispute concerning the  
reasonableness of reimbursement costs shall be resolved by the Court.

7       **PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANTS' COUNSEL FOR**  
8 **INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.**

9       DATED: \_\_\_\_\_

BY ORDER OF THE SUPERIOR COURT OF  
CALIFORNIA, COUNTY OF SANTA CLARA  
HONORABLE CHARLES F. ADAMS

# **EXHIBIT A-2**

1 ROBBINS GELLER RUDMAN  
& DOWD LLP  
2 JAMES I. JACONETTE (179565)  
655 West Broadway, Suite 1900  
San Diego, CA 92101-8498  
3 Telephone: 619/231-1058  
619/231-7423 (fax)  
4 jamesj@rgrdlaw.com

5 GIRARD SHARP LLP  
DENA C. SHARP (245869)  
6 ADAM E. POLK (273000)  
SEAN GREENE (328718)  
7 601 California Street, Suite 1400  
San Francisco, CA 94108  
8 Telephone: 415/981-4800  
415/981-4846 (fax)  
9 dsharp@girardsharp.com  
apolk@girardsharp.com  
10 sgreene@girardsharp.com

11 Co-Lead Counsel for Plaintiffs

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF SANTA CLARA

14 In re HPE ENTERPRISE SERVICES-DXC )  
15 TECHNOLOGY CO. MERGER LITIGATION)

Lead Case No. 19CV353132

CLASS ACTION

16 This Document Relates To:

PROOF OF CLAIM AND RELEASE

17 ALL ACTIONS.  
18

EXHIBIT A-2

Assigned for All Purposes to:  
Judge: Honorable Charles F. Adams  
Dept. 7

Date Action Filed: August 20, 2019

1 **I. GENERAL INSTRUCTIONS**

2 1. To recover as a Class Member based on the claims in the action entitled *In re HPE*  
3 *Enterprise Services-DXC Technology Co. Merger Litigation*, Lead Case No. 19CV353132 (the  
4 “Action”),<sup>1</sup> you must complete and, on page \_\_\_\_ hereof, sign this Proof of Claim. If you fail to submit  
5 a properly addressed (as set forth in paragraph 3 below) Proof of Claim, your claim may be rejected  
6 and you may be precluded from any recovery from the Net Settlement Fund created in connection  
7 with the proposed Settlement.

8 2. Submission of this Proof of Claim, however, does not assure that you will share in the  
9 proceeds of the Settlement of the Action.

10 3. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED  
11 PROOF OF CLAIM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED  
12 HEREIN, **ON OR BEFORE \_\_\_\_ , 202\_**, ADDRESSED AS FOLLOWS:

13 *DXC Technology Co. Merger Litigation*  
14 Claims Administrator  
15 c/o Verita Global, LLC  
16 P.O. Box 301170  
Los Angeles, CA 90030-1170  
Online Submissions: [www.DXCLitigation.com](http://www.DXCLitigation.com)

17 If you are NOT a Class Member, as defined in the Notice of Proposed Settlement of Class Action  
18 (“Notice”), DO NOT submit a Proof of Claim.

19 4. If you are a Class Member and you did not timely request exclusion, you are bound by  
20 the terms of any judgment entered in the Action, including the releases provided therein, WHETHER  
21 OR NOT YOU SUBMIT A PROOF OF CLAIM.

22 **II. CLAIMANT IDENTIFICATION**

23 You are a Class Member if you acquired shares of DXC Technology Company (“DXC”)  
24 common stock in direct exchange for Computer Sciences Corporation, Inc. (“CSC”) securities  
25

26 \_\_\_\_\_  
27 <sup>1</sup> This Proof of Claim and Release (“Proof of Claim”) incorporates by reference the definitions in the  
28 Stipulation of Settlement (“Stipulation”), which can be obtained at [www.DXCLitigation.com](http://www.DXCLitigation.com). All  
capitalized terms used herein have the same meaning as the terms defined in the Stipulation.

1 pursuant to the registration statement and prospectus issued in connection with the April 2017 merger  
2 transaction that formed DXC (the “April 1, 2017 Merger Exchange” or the “Merger”).<sup>2</sup>

3 Use Part I of this form entitled “Claimant Identification” to identify each acquirer of record  
4 (“nominee”) of the DXC common stock that forms the basis of this claim. THIS CLAIM MUST BE  
5 FILED BY THE ACTUAL BENEFICIAL ACQUIRER(S) OR THE LEGAL REPRESENTATIVE  
6 OF SUCH ACQUIRER(S) OF THE DXC COMMON STOCK UPON WHICH THIS CLAIM IS  
7 BASED.

8 All joint acquirers must sign this claim. Executors, administrators, guardians, conservators,  
9 and trustees must complete and sign this claim on behalf of persons represented by them and their  
10 authority must accompany this claim and their titles or capacities must be stated. The Social Security  
11 (or taxpayer identification) number and telephone number of the beneficial owner may be used in  
12 verifying the claim. Failure to provide the foregoing information could delay verification of your  
13 claim or result in rejection of the claim.

14 **One claim should be submitted for each separate legal entity.** Separate Proofs of Claim  
15 should be submitted for each separate legal entity (*e.g.*, a claim from joint owners should not include  
16 separate transactions of just one of the joint owners, and an individual should not combine his or her  
17 IRA transactions with transactions made solely in the individual’s name). Conversely, a single Proof  
18 of Claim should be submitted on behalf of one legal entity including all transactions made by that  
19 entity on one Proof of Claim, no matter how many separate accounts that entity has (*e.g.*, a corporation  
20 with multiple brokerage accounts should include all transactions made in all accounts on one Proof  
21 of Claim).

### 22 **III. CLAIM FORM**

23 Use Part II of this form entitled “Schedule of Transactions in DXC Common Stock” to supply  
24 all required details of your transaction(s). If you need more space or additional schedules, attach

25 <sup>2</sup> As set forth in the Stipulation, excluded from the Class are Defendants; the officers, directors, and  
26 affiliates of Defendants, at all relevant times; members of Defendants’ immediate families and their  
27 legal representatives, heirs, successors, or assigns; and any entity in which Defendants have or had a  
28 controlling interest. Also excluded from the Class are those Persons who would otherwise be Class  
Members but who timely and validly excluded themselves therefrom.

1 separate sheets giving all of the required information in substantially the same form. Sign and print  
2 or type your name on each additional sheet.

3 On the schedules, provide all of the requested information with respect to ***all*** of your  
4 acquisitions of DXC common stock that you received in the Merger and ***all*** of your sales of DXC  
5 common stock between April 1, 2017 and August 8, 2019, inclusive, whether such transactions  
6 resulted in a profit or a loss. You must also provide all of the requested information with respect to  
7 the number of shares of DXC common stock you held at the close of trading on August 8, 2019.  
8 Failure to report all such transactions may result in the rejection of your claim.

9 List each transaction separately and in chronological order, by trade date, beginning with the  
10 earliest. You must accurately provide the month, day, and year of each transaction you list.

11 **COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF**  
12 **YOUR TRANSACTIONS IN DXC COMMON STOCK SHOULD BE ATTACHED TO YOUR**  
13 **CLAIM. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY**  
14 **VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.**

15 PLEASE NOTE: As set forth in the Plan of Allocation, each Authorized Claimant shall  
16 receive his, her, or its *pro rata* share of the Net Settlement Fund. If the prorated payments to any  
17 Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation and no  
18 distribution will be made to that Authorized Claimant.

19 NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of  
20 transactions may request, or may be requested, to submit information regarding their transactions in  
21 electronic files. All such claimants MUST also submit a manually signed paper Proof of Claim  
22 whether or not they also submit electronic copies. If you wish to submit your claim electronically,  
23 you must contact the Claims Administrator at [info@DXCLitigation.com](mailto:info@DXCLitigation.com) to obtain the required file  
24 layout. No electronic files will be considered to have been properly submitted unless the Claims  
25 Administrator issues to the claimant a written acknowledgment of receipt and acceptance of  
26 electronically submitted data.



SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

*In re HPE Enterprise Services-DXC Technology Co. Merger Litigation*

Lead Case No. 19CV353132

**PROOF OF CLAIM AND RELEASE**

**Must Be Postmarked (if Mailed) or Received (if Submitted Online) No Later Than:**

\_\_\_\_\_, 202\_

Please Type or Print in the Boxes Below

Do NOT use Red Ink, Highlighter, Pencil, or Staples

**REMEMBER TO ATTACH COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR TRANSACTIONS IN DXC COMMON STOCK. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.**

PART I: CLAIMANT IDENTIFICATION		
Last Name	M.I.	First Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Last Name (Co-Beneficial Owner)	M.I.	First Name (Co-Beneficial Owner)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="radio"/> IRA <input type="radio"/> Joint Tenancy <input type="radio"/> Employee <input type="radio"/> Individual <input type="radio"/> Other _____ (specify)		
Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA		
<input type="text"/>		
Trustee/Asset Manager/Nominee/Record Owner's Name (If Different from Beneficial Owner Listed Above)		
<input type="text"/>		
Account#/Fund# (Not Necessary for Individual Filers)		
<input type="text"/>		
Social Security Number		
<input type="text"/>	or	Taxpayer Identification Number
<input type="text"/>		<input type="text"/>
Telephone Number (Primary Daytime)		Telephone Number (Alternate)
<input type="text"/>	<input type="text"/>	<input type="text"/>
Email Address		
<input type="text"/>		
MAILING INFORMATION		
Address		
<input type="text"/>		
Address		
<input type="text"/>		
City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
Foreign Province	Foreign Postal Code	Foreign Country Name/Abbreviation
<input type="text"/>	<input type="text"/>	<input type="text"/>

PART II: SCHEDULE OF TRANSACTIONS IN DXC COMMON STOCK

- A. State the total number of DXC common stock shares acquired in exchange for CSC securities pursuant to the registration statement and prospectus issued in connection with the April 1, 2017 Merger Exchange (must be documented): \_\_\_\_\_
- B. Sales of DXC common stock between April 1, 2017, and August 8, 2019, inclusive:

Trade Date (list chronologically) Month/Day/Year	Number of Shares Sold	Sale Price per Share	Total Amount of Sale (excluding commissions, taxes and fees)	Proof of Sale Enclosed
1. _____	1. _____	1. _____	1. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
2. _____	2. _____	2. _____	2. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
3. _____	3. _____	3. _____	3. _____	<input type="checkbox"/> Y <input type="checkbox"/> N

- C. Number of shares of DXC common stock acquired in the Merger and held at the close of trading on August 8, 2019 (must be documented): \_\_\_\_\_

**IF YOU NEED ADDITIONAL SPACE, ATTACH THE REQUIRED INFORMATION ON SEPARATE, NUMBERED SHEETS IN THE SAME FORMAT AS ABOVE AND PRINT YOUR NAME AT THE TOP OF EACH ADDITIONAL SHEET.**

**YOU MUST READ AND SIGN THE RELEASE ON PAGE \_\_. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.**

**IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS**

I (We) submit this Proof of Claim under the terms of the Stipulation described in the Notice.

I (We) also submit to the jurisdiction of the Superior Court of the State of California, County of Santa Clara, with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same acquisitions or sales of DXC common stock between April 1, 2017, and August 8, 2019, and know of no other person having done so on my (our) behalf.

1 **V. RELEASE**

2 1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully,  
3 finally, and forever settle, release, and discharge from the Released Plaintiffs' Claims each and all of  
4 the "Released Persons," defined as Defendants and each and all of their Related Persons, as defined  
5 below.

6 2. "Related Persons" means each Defendant's respective past, present, or future parents,  
7 subsidiaries, joint ventures, joint venturers, divisions, and affiliates, and their respective current,  
8 former, and future directors, officers, employees, partners, members, principals, agents, underwriters,  
9 insurers, co-insurers, reinsurers, majority ownership shareholders, controlling shareholders,  
10 attorneys, accountants or auditors, financial or investment advisors or consultants, banks or  
11 investment bankers, personal or legal representatives, predecessors, successors, assigns, spouses,  
12 heirs, related or affiliated entities; any entity in which a Defendant holds a controlling interest; and  
13 the predecessors, successors, estates, immediate family members, spouses, heirs, executors, trusts,  
14 trustees, administrators, agents, legal, or personal representatives, assigns, and assignees of each  
15 Individual Defendant, all in their capacities as such.

16 3. "Released Plaintiffs' Claims" means any and all claims, demands, losses, rights,  
17 liability, and causes of action of every nature and description whatsoever, asserted or unasserted,  
18 including Unknown Claims as defined below, whether arising under federal, state, local, common,  
19 statutory, administrative, or foreign law, or any other law, rule, or regulation, at law or in equity,  
20 whether fixed or contingent, whether foreseen or unforeseen, whether accrued or unaccrued, whether  
21 liquidated or unliquidated, whether matured or unmatured, whether direct, representative, class, or  
22 individual in nature, that either were or could have been asserted in this Action, or could be in the  
23 future asserted in any forum, arising out of, relating to, or in connection with (a) the acquisition of  
24 DXC common stock in the April 1, 2017 Merger Exchange, and (b) the allegations, acts, facts,  
25 transactions, events, matters, occurrences, disclosures, filings, representations, or omissions that were  
26 or could have been involved, set forth, alleged, or referred to by Plaintiffs and all other members of  
27 the Class in this Action.

1           4.       “Unknown Claims” means: (a) any and all Released Plaintiffs’ Claims and potential  
2 Released Plaintiffs’ Claims against the Released Persons which Plaintiffs or any Class Member does  
3 not know or suspect to exist in their, his, her, or its favor as of the Effective Date, including, without  
4 limitation, those that, if known by such Plaintiffs or Class Members, might have affected their, his,  
5 her, or its decision(s) with respect to the Settlement or the releases, including their, his, her, or its  
6 decision(s) to object or not to object to the Settlement or to exclude themselves, himself, herself, or  
7 itself from the Class; and (b) any Released Defendants’ Claims against Plaintiffs, which Defendants  
8 do not know or suspect to exist in their, his, her, or its favor, which if known by them, him, her, or it  
9 might have affected their, his, her, or its decision(s) with respect to the Settlement. With respect to  
10 any and all Released Plaintiffs’ Claims and Released Defendants’ Claims, the Parties stipulate and  
11 agree that by operation of the Final Judgment, upon the Effective Date, Plaintiffs and all Class  
12 Members and Defendants shall have expressly waived and by operation of the Final Judgment shall  
13 have expressly waived, the provisions, rights, and benefits of Cal. Civ. Code §1542, which provides:

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

20           Additionally, with respect to any and all Released Plaintiffs’ Claims and Released Defendants’  
21 Claims, the Parties stipulate and agree that by operation of the Final Judgment, upon the Effective  
22 Date, Plaintiffs and all Class Members and Defendants shall have expressly waived any and all  
23 provisions, rights, and benefits conferred by any law of any state or territory of the United States, or  
24 principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542.  
25 Plaintiffs and all Class Members and Defendants may hereafter discover facts in addition to or  
26 different from those which they, he, she, or it now knows or believes to be true with respect to the  
27 subject matter of the Released Plaintiffs’ Claims and Released Defendants’ Claims, but the Parties  
28 shall expressly fully, finally, and forever settle and release, and, upon the Effective Date, shall be  
deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled  
and released, any and all Released Plaintiffs’ Claims and Released Defendants’ Claims, known or

unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Parties acknowledge that the inclusion of “Unknown Claims” in the definition of Released Plaintiffs’ Claims and Released Defendants’ Claims was separately bargained for and is an essential element of the Settlement.

5. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in DXC common stock that occurred during the relevant period as well as the number of shares of DXC common stock held by me (us) at the close of trading on August 8, 2019.

6. I (We) declare under penalty of perjury under the laws of the State of California that all of the foregoing information supplied on this Proof of Claim by the undersigned is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_  
(Month/Year)

in \_\_\_\_\_  
(City) (State/Country)

---

(Sign your name here)

---

(Type or print your name here)

(Capacity of person(s) signing,  
e.g., Beneficial Acquirer,  
Executor or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.  
THANK YOU FOR YOUR PATIENCE.**

### Reminder Checklist:

1. Please sign the above release and acknowledgment.
2. Remember to attach copies of supporting documentation.
3. **Do not send** originals of certificates or other documentation as they will not be returned.
4. Keep a copy of your Proof of Claim and all supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your Proof of Claim, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send your new address to the address below.
7. **Do not use red pen or highlighter** on the Proof of Claim or supporting documentation.
8. If this claim is being made on behalf of Joint Claimants, both must sign.

**THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE OR MAILED NO LATER  
THAN \_\_\_\_\_, 202\_, ADDRESSED AS FOLLOWS:**

Written Submissions:  
*DXC Technology Co. Merger Litigation*  
Claims Administrator

c/o Verita Global, LLC  
P.O. Box 301170  
Los Angeles, CA 90030-1170

Online Submissions: [www.DXCLitigation.com](http://www.DXCLitigation.com)

# **EXHIBIT A-3**

1 ROBBINS GELLER RUDMAN  
2 & DOWD LLP  
3 JAMES I. JACONETTE (179565)  
4 655 West Broadway, Suite 1900  
5 San Diego, CA 92101-8498  
6 Telephone: 619/231-1058  
7 619/231-7423 (fax)  
8 jamesj@rgrdlaw.com

9 GIRARD SHARP LLP  
10 DENA C. SHARP (245869)  
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17 dsharp@girardsharp.com  
18 apolk@girardsharp.com  
19 sgreene@girardsharp.com

20 Co-Lead Counsel for Plaintiffs

21 SUPERIOR COURT OF THE STATE OF CALIFORNIA

22 COUNTY OF SANTA CLARA

23 In re HPE ENTERPRISE SERVICES-DXC )  
24 TECHNOLOGY CO. MERGER LITIGATION)

Lead Case No. 19CV353132

25 CLASS ACTION

26 This Document Relates To:

SUMMARY NOTICE OF PROPOSED  
SETTLEMENT OF CLASS ACTION

27 ALL ACTIONS.

EXHIBIT A-3

28 Assigned for All Purposes to:  
Judge: Honorable Charles F. Adams  
Dept. 7  
Date Action Filed: August 20, 2019



1 **TO: ALL PERSONS WHO ACQUIRED DXC TECHNOLOGY COMPANY (“DXC”)**  
2 **COMMON STOCK IN DIRECT EXCHANGE FOR COMPUTER SCIENCES**  
3 **CORPORATION, INC. (“CSC”) SECURITIES IN THE APRIL 1, 2017 MERGER**  
4 **BETWEEN CSC AND THE ENTERPRISE SERVICES BUSINESS SEGMENT OF**  
5 **HEWLETT PACKARD ENTERPRISE COMPANY (“HPE”).**

6 **A CALIFORNIA COURT AUTHORIZED THIS NOTICE. THIS IS NOT A**  
7 **SOLICITATION FROM A LAWYER.**

8 **PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR**  
9 **RIGHTS MAY BE AFFECTED BY A CLASS ACTION CASE PENDING IN**  
10 **COURT.**

11 YOU ARE HEREBY NOTIFIED that a hearing will be held on \_\_\_\_\_, 202\_, at  
12 \_\_\_\_:\_\_\_\_.m., before the Honorable Charles F. Adams at the Superior Court of California, County of  
13 Santa Clara, Department 7, 191 N. First Street, San Jose, CA 95113, to determine whether: (1) the  
14 proposed settlement (the “Settlement”) of the above-captioned action as set forth in the Stipulation of  
15 Settlement (“Stipulation”)<sup>1</sup> for \$47,500,000.00 in cash should be approved by the Court as fair,  
16 reasonable, and adequate; (2) the Judgment as provided under the Stipulation should be entered; (3) to  
17 award Plaintiffs’ Counsel attorneys’ fees and expenses out of the Settlement Fund (as defined in the  
18 Notice of Proposed Settlement of Class Action (“Notice”), which is discussed below) and, if so, in  
19 what amounts; (4) to pay Plaintiffs an incentive award for representing the Class out of the Settlement  
20 Fund and, if so, in what amount; and (5) the Plan of Allocation should be approved by the Court as  
21 fair, reasonable, and adequate.

22 This Action is a consolidated securities class action lawsuit pending in the Superior Court  
23 of the State of California, County of Santa Clara (the “Court”), against DXC, HPE, Rishi Varma,  
24 Timothy C. Stonesifer, Jeremy K. Cox, Mukesh Aghi, Amy E. Alving, David Herzog, Sachin  
25 Lawande, J. Michael Lawrie, Julio A. Portalatin, Peter Rutland, Manoj P. Singh, Margaret C.  
26 Whitman, and Robert F. Woods (collectively “Defendants”). In April 2017, HPE spun off its  
27 Enterprise Services business segment and merged it with CSC, forming DXC (the “April 1, 2017  
28 Merger Exchange” or the “Merger”). Plaintiffs allege that in connection with the Merger, DXC

<sup>1</sup> The Stipulation can be viewed and/or obtained at [www.DXCLitigation.com](http://www.DXCLitigation.com). All capitalized terms used herein have the same meaning as the terms defined in the Stipulation.

1 issued approximately 140 million new shares of common stock pursuant to a materially false and  
2 misleading registration statement and prospectus. Plaintiffs allege that these purportedly false and  
3 misleading statements resulted in damage to Class Members. Defendants expressly deny all of  
4 Plaintiffs' allegations.

5 **IF YOU ACQUIRED DXC COMMON STOCK IN THE APRIL 1, 2017 MERGER**  
6 **EXCHANGE, YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF THIS**  
7 **ACTION.**

8 To share in the distribution of the Net Settlement Fund, you must establish your rights by  
9 submitting a Proof of Claim and Release form ("Proof of Claim"), along with the required supporting  
10 documentation, by mail (**postmarked, or received if no postmark, no later than \_\_\_\_\_, 202\_**)  
11 or online (**no later than \_\_\_\_\_, 202\_**). Your failure to submit your Proof of Claim by  
12 \_\_\_\_\_, 202\_, will subject your claim to rejection and preclude you from receiving any of the  
13 recovery in connection with the Settlement of this Action. If you are a member of the Class and did  
14 not request exclusion therefrom, you will be bound by the Settlement and any judgment and release  
15 entered in the Action, including, but not limited to, the Judgment, whether or not you submit a Proof  
16 of Claim.

17 If you have not received a copy of the Notice, which more completely describes the Settlement  
18 and your rights thereunder, and a Proof of Claim, you may obtain these documents, as well as a copy  
19 of the Stipulation (which, among other things, contains definitions for the defined terms used in this  
20 Summary Notice) and other settlement documents, online at [www.DXCLitigation.com](http://www.DXCLitigation.com), or by writing  
21 to:

22 *DXC Technology Co. Merger Litigation*  
23 Claims Administrator  
24 c/o Verita Global, LLC  
25 P.O. Box 301170  
26 Los Angeles, CA 90030-1170

27 The pleadings and other records in this litigation, including the Stipulation, may also be  
28 examined (a) online on the Superior Court of California, County of Santa Clara's Electronic Filing  
and Service Website at [www.sccscourt.org](http://www.sccscourt.org), or through the Santa Clara Superior Court Portal at

1 https://portal.sccourt.org; or (b) in person at Records, Superior Court of California, County of Santa  
2 Clara, 191 N. First Street, San Jose, California 95113, between the hours of 8:30 a.m. and 3:00 p.m.,  
3 Monday through Thursday and 8:30 a.m. and 12:00 p.m. on Friday, excluding Court holidays and  
4 closures.

5  
6 Inquiries should NOT be directed to Defendants, the Court, or the Clerk of the Court.

7 Inquiries, other than requests for the Notice or for a Proof of Claim, may be made to Plaintiffs'

8 Counsel:

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10 James I. Jaconette  
11 655 West Broadway, Suite 1900  
12 San Diego, CA 92101  
13 Telephone: 800/449-4900

14 settlementinfo@rgrdlaw.com

15 GIRARD SHARP LLP

16 Adam E. Polk  
17 601 California Street, Suite 1400  
18 San Francisco, CA 94108  
19 Telephone: (415) 981-4800

20 apolk@girardsharp.com

21 THE HALL FIRM, LTD.

22 David W. Hall  
23 Four Embarcadero Center, Suite 1400  
24 San Francisco, CA 94104  
25 Telephone: (415) 766-3534

26 dhall@hallfirmlltd.com

27 If you are a Class Member, you have the right to object to the Settlement, the Plan of  
28 Allocation, the request by Plaintiffs' Counsel for an award of attorneys' fees and expenses, and/or the  
29 payment to Plaintiffs for their representation of the Class. Any objections must be submitted to the  
30 Court and sent to Plaintiffs' Counsel and Defendants' Counsel so that they are received by  
31 \_\_\_\_\_, 202\_, in the manner and form explained in the Notice.

32 DATED: \_\_\_\_\_

33 BY ORDER OF THE SUPERIOR COURT OF  
34 CALIFORNIA, COUNTY OF SANTA CLARA  
35 THE HONORABLE CHARLES F. ADAMS

# **EXHIBIT B**

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10 sgreene@girardsharp.com

11 Co-Lead Counsel for Plaintiffs

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF SANTA CLARA

14 In re HPE ENTERPRISE SERVICES-DXC )  
15 TECHNOLOGY CO. MERGER LITIGATION)

Lead Case No. 19CV353132

16 ) CLASS ACTION

16 This Document Relates To:

) [PROPOSED] JUDGMENT AND ORDER  
) GRANTING FINAL APPROVAL OF CLASS  
) ACTION SETTLEMENT

17 ALL ACTIONS.  
18 )

EXHIBIT B

19 Assigned for All Purposes to:  
20 Judge: Honorable Charles F. Adams  
Dept. 7  
21 Date Action Filed: August 20, 2019

1 WHEREAS, the Court is advised that the Parties,<sup>1</sup> through their counsel, have agreed, subject  
2 to Court approval following notice to the Class and a hearing, to settle this Action upon the terms and  
3 conditions set forth in the Stipulation of Settlement dated October 15, 2025 (the “Stipulation”); and

4 WHEREAS, on \_\_\_\_\_, 2025, the Court entered its Order Preliminarily Approving  
5 Settlement and Providing for Notice, which preliminarily approved the Settlement, and approved the  
6 form and manner of notice to the Class of the Settlement, and said notice has been made, and the  
7 Settlement Fairness Hearing having been held;

8 NOW, THEREFORE, based upon the Stipulation and all of the filings, records, and  
9 proceedings herein, and it appearing to the Court upon examination that the Settlement set forth in  
10 the Stipulation is fair, reasonable, and adequate, and upon a Settlement Fairness Hearing having been  
11 held after notice to the Class of the Settlement to determine if the Settlement is fair, reasonable, and  
12 adequate and whether the Judgment should be entered in this Action.

13 **THE COURT HEREBY FINDS AND CONCLUDES THAT:**

14 A. The provisions of the Stipulation, including definitions of the terms used therein, are  
15 hereby incorporated by reference as though fully set forth herein.

16 B. This Court has jurisdiction of the subject matter of this Action and over all of the  
17 Parties and all Class Members for purposes of the Settlement.

18 C. The form, content, and method of dissemination of notice given to the Class was  
19 adequate and reasonable and constituted the best notice practicable under the circumstances,  
20 including individual notice to all Class Members who could be identified through reasonable effort.

21 D. Notice, as given, complied with the requirements of California law, satisfied the  
22 requirements of due process, and constituted due and sufficient notice of the matters set forth herein.

23 E. The Settlement, as set forth in the Stipulation, is fair, reasonable, and adequate.

24 (i) The Settlement was negotiated at arm’s length by Plaintiffs, on behalf of the  
25 Class, and by Defendants, all of whom were represented by highly experienced and skilled counsel.

26 \_\_\_\_\_  
27 <sup>1</sup> The capitalized terms used herein shall have the same meaning and definition as they are used in  
the Stipulation of Settlement dated October 15, 2025 (the “Stipulation”).

1 The case settled only after, among other things: (a) Plaintiffs' Counsel's extensive investigation,  
2 which included, among other things, a review of DXC's press releases, U.S. Securities and Exchange  
3 Commission filings, analyst reports, media reports, and other publicly disclosed reports and  
4 information about the Defendants; (b) the drafting and submission of detailed complaints; (c)  
5 extensive proceedings, including motion practice such as the resolution of Plaintiffs' motion for class  
6 certification; (d) the completion of a substantial amount of fact discovery, including ten depositions  
7 of fact witnesses and the review and analysis of millions of pages of documents produced by or on  
8 behalf of Defendants and numerous third parties; (e) a mediation conducted by an experienced  
9 mediator who was familiar with this Action; (f) the exchange between the Plaintiffs and the  
10 Defendants of detailed mediation statements and exhibits prior to the mediation, which highlighted  
11 the factual and legal issues in dispute; and (g) follow-up negotiations between the Plaintiffs and the  
12 Defendants with the assistance of the mediator. Accordingly, both the Plaintiffs and Defendants were  
13 well-positioned to evaluate the settlement value of this Action. The Stipulation has been entered into  
14 in good faith and is not collusive.

15 (ii) If the Settlement had not been achieved, both Plaintiffs and Defendants faced  
16 the expense, risk, and uncertainty of extended litigation. The Court takes no position on the merits  
17 of either Plaintiffs' or Defendants' arguments, but notes these arguments as evidence in support of  
18 the reasonableness of the Settlement.

19 F. Plaintiffs and Plaintiffs' Counsel have fairly and adequately represented the interest of  
20 Class Members in connection with the Settlement.

21 G. Plaintiffs, all Class Members, and Defendants are hereby bound by the terms of the  
22 Settlement set forth in the Stipulation.

23 **IT IS HEREBY ORDERED THAT:**

24 1. The Settlement on the terms set forth in the Stipulation is finally approved as fair,  
25 reasonable, and adequate. The Settlement shall be consummated in accordance with the terms and  
26 provisions of the Stipulation. The Parties are to bear their own costs, except as otherwise provided  
27 in the Stipulation.

2. All Released Persons as defined in the Stipulation are released in accordance with, and as defined in, the Stipulation.

3. Upon the Effective Date, Plaintiffs and all Class Members, on behalf of themselves and any Person claiming through or on behalf of them, shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever waived, released, compromised, settled, resolved, relinquished, and discharged all Released Plaintiffs' Claims against the Released Persons, whether or not such Class Member executes and delivers a Proof of Claim and Release.

4. Upon the Effective Date, each and every Class Member and any Person claiming through or on behalf of them will be permanently and forever barred, estopped, and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, administrative forum, or any other forum, asserting the Released Plaintiffs' Claims against the Released Persons, whether or not such Class Member executes and delivers the Proof of Claim.

5. Upon the Effective Date, each of the Defendants and their Related Persons shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released and discharged Plaintiffs, Plaintiffs' Counsel, and each and all of the Class Members from each and every one of the Released Defendants' Claims.

6. All Class Members who have not objected to the Settlement in the manner provided in the Notice of Proposed Settlement of Class Action (“Notice”) are deemed to have waived any objections by appeal, collateral attack, or otherwise.

7. All Class Members who have failed to properly submit requests for exclusion (requests to opt out) from the Class are bound by the terms and conditions of the Stipulation and this Judgment.

8. The requests for exclusion by the persons or entities identified in Exhibit 1 to this Judgment are accepted by the Court.

9. All other provisions of the Stipulation are incorporated into this Judgment as if fully rewritten herein.



10. Neither the Stipulation nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement:

(a) shall be offered or received against Defendants as evidence of, or evidence in support of, a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason as against Defendants, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; however, Defendants may refer to it to effectuate the liability protection granted them hereunder;

(b) shall be construed as or received in evidence as an admission, concession, or presumption against Plaintiffs or any of the Class Members that any of their claims are without merit, or that any defenses asserted by Defendants have any merit, or that damages recoverable in this Action would have exceeded the Settlement Fund; and

(c) notwithstanding the foregoing, Defendants, Plaintiffs, Class Members, and/or the Released Persons may file the Stipulation and/or this Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11. The Court hereby finds and concludes that due and adequate notice was directed to all Persons and entities who are Class Members advising them of the Plan of Allocation and of their right to object thereto, and a full and fair opportunity was accorded to all Persons and entities who are Class Members to be heard with respect to the Plan of Allocation.

12. The Court hereby finds and concludes that the formula for the calculation of the claims of Authorized Claimants, which is set forth in the Notice sent to Class Members, provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund established by the Stipulation among Class Members, with due consideration having been given to administrative convenience and necessity.

13. Nothing in the Settlement restricts the ability of any Party to advocate in favor of or against the applicability of any offset to any claims asserted in any other action based on any amount paid to Authorized Claimants through the Settlement.

14. The terms of 15 U.S.C. §78u-4(f)(7), pursuant to which each Defendant shall be discharged from all claims for contribution brought by other persons or entities, shall apply to this Settlement upon the Effective Date. In accordance with 15 U.S.C. §78u-4(f)(7), this Judgment constitutes the final discharge of all obligations to any Class Member of each of the Defendants arising out of the Action or any of the Released Plaintiffs' Claims and shall bar, extinguish, discharge, satisfy, and render unenforceable all future claims for contribution arising out of the Action or any of the Released Plaintiffs' Claims (a) by any person or entity against any Defendant; and (b) by any Defendant against any person or entity other than any person or entity whose liability has been extinguished by the Settlement. For the avoidance of doubt, nothing in this Judgment shall apply to bar or otherwise affect any claim for insurance coverage by any Defendant.

15. In the event that the Stipulation is terminated in accordance with its terms: (a) this Judgment shall be rendered null and void and shall be vacated *nunc pro tunc*; and (b) this Action shall proceed as provided in the Stipulation.

16. Without affecting the finality of this Judgment in any way, this Court retains continuing jurisdiction over: (a) implementation of this Settlement and any award or distribution of the Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund; (c) hearing and determining applications for attorneys' fees, interest, expenses, and incentive awards to Plaintiffs pursuant to 15 U.S.C. § 77z-1(a)(4) in the Action; and (d) all Parties hereto for the purpose of construing, enforcing, and administering the Stipulation.

\* \* \*

## ORDER

IT IS SO ORDERED.

DATED: \_\_\_\_\_

THE HONORABLE CHARLES F. ADAMS  
JUDGE OF THE SUPERIOR COURT

- 6 -