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13 Attorneys for Defendant INTEL
CORPORATION
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15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 COUNTY OF SANTA CLARA
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18 JANET SKOLD and DAVID DOSSANTOS
on behalf of themselves and all other similarly
19 situated,

20 Plaintiffs,

21 vs.

22 INTEL CORPORATION and HEWLETT-
PACKARD COMPANY,
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24 Defendants.
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Case No. 1-05-CV-039231 (COMPLEX)

**STIPULATION AND AGREEMENT OF
SETTLEMENT**

[Assigned for All Purposes]
Judge: Hon. Peter H. Kirwan
Dept.: 1

Action Filed: March 12, 2004

1 **STIPULATION AND AGREEMENT OF SETTLEMENT**

2 **I. RECITALS**

3 1. This Stipulation and Agreement of Settlement (the “Settlement” or “Agreement”) is
4 made as of July 1, 2014, by and between plaintiffs Janet Skold and David Dossantos (the “Class
5 Representatives” or “Plaintiffs”) individually and on behalf of a certified class as defined in Part
6 II(4) below (the “Settling Class”) and Intel Corporation (“Intel”) (Plaintiffs, the Settling Class, and
7 Intel each being a “Party” and together the “Parties”), by and through their respective attorneys of
8 record in the certified class action entitled *Janet Skold, et al. v. Intel Corporation and Hewlett-*
9 *Packard Company*, Case No. 1-05-CV-039231 (the “Action”), pending in the Superior Court of
10 the State of California, County of Santa Clara (the “Court”), subject to the approval of the Court.

11 2. Counsel for Plaintiffs believe that the claims asserted in the Action are meritorious
12 and give rise to liability on the part of Intel. Counsel for Plaintiffs recognize the expense,
13 uncertainty and length of proceedings necessary to continue litigation of the Action against Intel
14 through trial and any possible appeals. Counsel for Plaintiffs further recognize the uncertainty and
15 the risk of an adverse outcome in the Action, and the difficulties and delays inherent in litigation
16 of this kind. Based on the foregoing and the Parties’ extensive settlement negotiations, Counsel
17 for Plaintiffs have determined that the terms of this Settlement are fair, adequate and reasonable,
18 and in the best interests of Plaintiffs and the Settling Class.

19 3. Intel denies Plaintiffs’ allegations, believes that Plaintiffs’ claims are without merit,
20 and asserts that it did not violate the law. Nonetheless, without admitting any liability whatsoever,
21 Intel has agreed to the terms set forth in this Settlement to fully and finally resolve all claims in the
22 Action in order to avoid the burden, expense, and uncertainty that continued litigation of the
23 Action will entail.

24 NOW, THEREFORE, IT IS HEREBY AGREED and STIPULATED, by and among the
25 Plaintiffs, the Settling Class and Intel, by and through their respective counsel, and subject to such
26 approval of the Court, that the Action will be compromised and settled, that all claims asserted in
27 the Action by or on behalf of the Class Representatives and the Settling Class will be dismissed
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1 with prejudice, and that the Class Representatives and each member of the Settling Class shall
2 make a full and complete release of all their claims, pursuant to the following terms and
3 conditions:

4 **II. DEFINITIONS**

5 1. "Action" means the certified class action entitled *Janet Skold, et al. v. Intel*
6 *Corporation and Hewlett-Packard Company*, Case No. 1-05-CV-039231 pending in the Superior
7 Court of the State of California, County of Santa Clara.

8 2. "Claims Deadline" means a date no later than 180 days from the commencement of
9 the Notice Program. The Notice Program shall be deemed to have commenced on the date when
10 the Class Notice is first published whether through the Internet or other forms of publication. The
11 Class Notice will specify the date certain for the Claims Deadline based on the date for the Notice
12 Program set by the Court in the Preliminary Approval Order.

13 3. "Claim Form" means the form to be used by Class Members for submitting a claim,
14 substantially in the form attached hereto as Exhibit A.

15 4. "Class" or "Settling Class" means the class certified by the Court as follows:

16 All residents of the United States, other than those residing in
17 Illinois, who (i) purchased a new computer equipped with a Pentium
18 4 processor, (ii) purchased the computer between November 20,
19 2000 and December 31, 2001, and (iii) purchased the computer for
20 personal, family, or household use; and all residents of the United
21 States, other than those residing in Illinois, who (i) purchased a new
22 computer equipped with a first-generation (Willamette) Pentium 4
23 processor or a Pentium 4 processor at speeds below 2.0 GHz, (ii)
24 purchased the computer between January 1, 2002 and June 30, 2002,
25 and (iii) purchased the computer for personal, family, or household
26 use.

27 Excluded from the class are Intel's current and former directors and
28 officers; Intel's current employees and its employees during the
Class Period; Intel's legal representatives; and any Judge to whom
the litigation is assigned and the members of his or her immediate
family.

25 5. "Class Administrator" means a class action settlement administration firm to be
26 selected by Intel after consultation with Class Counsel, subject to the approval of the Court.

27 6. "Class Counsel" means the law firms of Girard Gibbs LLP and Danko Meredith.

1 7. “Class Member” means any person who meets the definition of a member of the
2 Settling Class.

3 8. “Class Notice” means legal notice of the terms of the proposed Settlement and the
4 rights and options of the Settling Class to be provided to the Settling Class, substantially in the
5 forms attached hereto as Exhibits B through D.

6 9. “Class Period” means November 20, 2000, through June 30, 2002, inclusive.

7 10. “Class Representatives” mean Janet Skold and David Dossantos.

8 11. “Counsel for Intel” means the law firm of Munger Tolles & Olson LLP.

9 12. “Court” means the Superior Court of California for the County of Santa Clara.

10 13. “Effective Date” means the date on which this Settlement becomes Final.

11 14. The Settlement becomes “Final” upon the later of (a) the expiration of the time for
12 filing an appeal from the Final Judgment or otherwise seeking appellate review; or (b) if an appeal
13 is timely filed or other appellate review sought, the date when all means of appellate review of a
14 decision affirming the Final Judgment are exhausted or expire; or (c) in the event of a remand for
15 further proceedings following an appeal, the Court enters another Final Judgment on the terms
16 contained in this Agreement or on other terms as agreed upon in writing by the Parties and (i) the
17 time for filing an appeal from such Final Judgment or otherwise seeking appellate review has
18 expired; or (ii) if an appeal is timely filed or other appellate review sought, the date when all
19 means of appellate review of a decision affirming the Final Judgment are exhausted or expire.

20 15. “Final Approval Hearing” means the hearing at which the Court will consider
21 Plaintiffs’ motion for judgment and final approval of the Agreement.

22 16. “Final Approval Order” means the order of the Court granting final approval of the
23 Settlement pursuant to California Rules of Court Rule 3.769 on the terms set forth in Part IV.5
24 below.

25 17. “Final Judgment” means a judgment dismissing the Action with prejudice to be
26 entered by the Court following a Final Approval Order pursuant to California Rules of Court Rule
27 3.769.

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1 18. “Notice Program” means the methods and requirements for providing Class Notice
2 set forth in Section IV below.

3 19. “Objection Deadline” has the meaning set forth in Part IV.3 below.

4 20. “Preliminary Approval Order” means the Court’s order preliminarily approving the
5 Agreement, the Notice Program, the form of Class Notice, and other related matters.

6 21. “Released Claims” means any and all actions, causes of action, claims, demands,
7 liabilities, obligations, damage claims, restitution claims, injunction claims, declaratory relief
8 claims, fees (including attorneys’ fees), costs, sanctions, proceedings and/or rights of any nature
9 and description whatsoever, whether legal or equitable, including, without limitation, violations of
10 any state or federal statutes and laws, rules or regulations, or principles of common law, whether
11 known or unknown, suspected or unsuspected, had, possessed, owned or held, in law, equity,
12 arbitration or otherwise, that were or could have been asserted by the Class or any member(s) of
13 the Class against the Released Parties based on, arising out of, or related to the allegations in the
14 Action.

15 22. “Released Parties” means Intel, Hewlett-Packard Company, their respective past or
16 present owners, predecessors, successors, subsidiaries, affiliates, or related entities, and each of
17 their respective officers, directors, agents, employees, shareholders, attorneys, partners, assignees,
18 or representatives.

19 23. “Releasing Parties” means Class Representatives and any and all members of the
20 Settling Class who have not timely requested exclusion from the Settling Class pursuant to the
21 procedures provided herein, and their heirs, spouses, marital community, administrators, devisees,
22 successors, assignees, subrogees, representatives, agents, and attorneys.

23 24. “Valid Claim” means a claim submitted by a Class Member on a Claim Form that
24 is postmarked on or before the Claims Deadline or, if submitted electronically, received by the
25 Class Administrator on or before the Claims Deadline, in which the claimant provides the
26 following information:

27 a. Legal name;

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- a. Intel shall retain the Class Administrator after consultation with Class Counsel and subject to the approval of the Court. Class Counsel shall have reasonable access to the Class Administrator. Intel shall be responsible for all costs and expenses of the Class Administrator except to the extent such costs and expenses are incurred as a result of unreasonable requests or unreasonable access demanded by Class Counsel, which costs and expenses shall be borne by Class Counsel.
- b. The Class Administrator shall provide Class Members a means to submit claims electronically, with an electronic signature, via a link from the website maintained by Class Counsel for notice purposes.
- c. Each Class Member who submits a Valid Claim shall be entitled to a payment of \$15.00, subject to Intel's right to audit and dispute the claim as set forth herein.
- d. Intel shall not be obligated to pay more than one Valid Claim per each Class Member who submits a claim or claims.
- e. Intel agrees to a reduced standard of proof for claimants to establish Class membership for the limited purpose of paying Valid Claims. Intel does not otherwise concede ascertainability or that claimants may establish Class membership or legal standing by attesting under penalty of perjury that to the best of their recollection they purchased a new computer with a Pentium 4 processor between November 20, 2000 and June 30, 2002 for personal, family or household use while a resident of the United States but not a resident of Illinois, and expressly maintains its position that the Class is not ascertainable, and that a person must provide documentary or physical evidence to establish legal standing or membership in the Class.
- f. The Class Administrator shall examine each claim received and shall determine whether it is a Valid Claim. The Class Administrator shall

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provide monthly reports, beginning 30 days after the commencement of the Notice Program, to Class Counsel and Counsel for Intel of the number of claims, the number determined by the Class Administrator to be Valid Claims to date, the number of claims the Class Administrator deemed invalid claims to date, and the basis for any determination of invalidity.

g. Claimants who submit a Claim Form by the Claims Deadline that the Class Administrator deemed invalid will be promptly contacted by the Class Administrator by telephone, mail or email and allowed to cure the defective claim within 30 days after the Claims Deadline. Claim Forms that are cured within 30 days after the Claims Deadline will be deemed fully and accurately completed by the Claims Deadline. Claim Forms that are not cured within 30 days after the Claims Deadline will be rejected. The grace period for submitting cured Claim Forms shall end 30 days after the Claims Deadline and no Claim Forms submitted pursuant to the provisions of this subparagraph that are not postmarked on or before 30 days after the Claims Deadline or, if submitted electronically, are not received by the Class Administrator on or before 30 days after the Claims Deadline will be Valid Claims.

h. Intel shall retain the right to audit the claims at any time and, in the event that Intel believes, in good faith, that claims received are not from Class Members, are duplicative or otherwise are fraudulent, are inconsistent with the terms of this Agreement, or are otherwise not Valid Claims, Intel may propose to the Class Administrator, with notice to Class Counsel, that certain claims be rejected and specify in writing the reasons for rejection. Class Counsel may contest Intel's proposal that certain claims be rejected and shall specify in writing their basis for doing so. Any disputes between Class Counsel and Intel regarding the validity of a claim or claims shall be

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resolved by the Class Administrator, provided that, in the event that either Intel or Class Counsel dispute the determination of the Class Administrator with respect to determination of claims amounting collectively to more than \$15,000, then such party may present the matter to the Court for resolution.

i. Within 45 days after the Claims Deadline, the Class Administrator shall provide a final report to Intel and to Class Counsel of the number of claims, the number determined to be Valid Claims, and the total amount of payments to be made for the Valid Claims.

j. Within 30 days of the receipt of the final report of the Class Administrator or within 30 days of the Effective Date, whichever is later, Intel shall deposit into an interest-bearing bank account designated by the Class Administrator funds in the amount specified by the Class Administrator for payment of Valid Claims, except to the extent that any claims are subject to dispute pursuant to subparagraph (h) above. With respect to claims that are so disputed, Intel shall deposit the funds, if any, for payment of such claims that are determined to be Valid Claims pursuant to the process specified in subparagraph (h) above within 15 days of such determination, or within 30 days of the Effective Date, whichever is later.

k. The Class Administrator shall promptly, but no later than 30 days after receiving the funds pursuant to subparagraph (j) above, distribute such funds to Class Members who have submitted Valid Claims in accordance with this Agreement. Upon completion of the distribution, the Class Administrator shall provide to Intel and Class Counsel a certification that the funds have been distributed, specifying the number of checks mailed and the total amount distributed.

l. The Settling Class shall have no right or interest in any checks to Class Members who submitted Valid Claims that are returned as undeliverable or

1 are not cashed, nor shall such funds be subject to *cy pres* distribution of any
2 kind. The Class Administrator shall undertake reasonable efforts, including
3 one-time use per Class Member of the National Change of Address database
4 and the contact email address and phone number provided on the Claim
5 Form, to contact any and all Class Members whose checks are returned as
6 undelivered in order to effect delivery. Any funds remaining as a result of
7 undeliverable checks or checks that remain uncashed more than 180 days
8 after their mailing shall revert to Intel.

9 2. Cy Pres Fund

10 a. Within 120 days of the Effective Date, Intel agrees to provide product,
11 funds, or a combination of both having a value and cost to Intel of not less
12 than \$4,000,000 to non-profit entities, agreed to by the Settling Class and
13 approved by the Court, that will use the product and funds to provide
14 computer technology utilizing Intel microprocessors for educational uses.
15 For the avoidance of doubt, the cost to Intel of the product to be provided,
16 together with the funds provided, shall total \$4,000,000, and it is hoped that
17 the value of the product and the funds provided will exceed \$4,000,000 by
18 virtue of Intel's ability to purchase product at prices lower than would
19 otherwise be available to such non-profit entities. One such entity to which
20 the Parties have tentatively agreed on is Teach for America, Inc. Other
21 entities proposed by Intel or Class Counsel may be added to or substituted
22 for such entity with the consent of the Parties, subject to the approval of the
23 Court.

24 b. In the event that the choice of non-profit entities is disapproved by the
25 Court or on appeal, the Parties shall meet and confer in good faith to agree
26 upon the entity or entities to which the product will be provided and/or the
27 payment made. In the event that the Parties cannot reach agreement on the
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entity or entities to which the product will be provided and/or the payment will be made, either Party may present the issue to the Court for resolution.

IV. COURT APPROVAL AND CLASS NOTICE

1. Preliminary Approval: Plaintiffs shall file with the Court, promptly after the execution of this Agreement, and no later than July 15, 2014, or such other date set by the Court, a motion for Preliminary Approval of the Settlement and Exhibits to the Agreement, which shall include a Proposed Preliminary Approval Order substantially in the form attached hereto as Exhibit E, and also seek approval of the Notice Program and form of Class Notice.

2. Notice Program:

a. Plaintiffs shall provide Class Notice to the Settling Class by publication, substantially in the form attached hereto as Exhibits B and C, using substantially the same methods for dissemination that were approved by the Court's March 14, 2013 Order on Plaintiffs' Motion for Approval of Class Notice Plan and used by Plaintiffs to provide notice of the pendency of the Action. The Class Notice provider shall invoice Intel for the cost of the Notice Program in an amount not to exceed \$700,000, which Intel shall pay subject to receiving documentation of the costs of such program that is reasonably satisfactory to Intel.

b. Intel shall provide direct postcard notice, substantially in the form of the attached hereto as Exhibit D, to those Members of the Settling Class who were identified by Intel's consultant, CRA International, as likely class members during the absent class member deposition process and whose addresses were verified by Abt SRBI during the same process. The cost of providing such direct mail notice shall be borne by Intel and shall not count towards the \$700,000 for publication notice to be conducted by or at the direction of Plaintiffs, as set forth in Section IV.2.a., above.

- 1 5. Final Approval: On a date set by the Court, Plaintiffs, through Class Counsel, shall
2 submit a motion for final approval by the Court of the Settlement and entry of Final Judgment, and
3 seek entry of a Final Approval Order that:
- 4 a. finds the Settlement and its terms to be fair, reasonable, and adequate;
 - 5 b. finds that the Class Notice given constitutes the best notice practicable and
6 meets the requirements of due process and any applicable laws;
 - 7 c. provides for payment of attorneys' fees and costs as provided in Part VI
8 herein;
 - 9 d. directs that the Action be dismissed with prejudice, without costs to
10 Plaintiffs;
 - 11 e. approves the Release specified herein as binding and effective as to all
12 Class Members who have not properly excluded themselves from the
13 Settling Class, and permanently barring and enjoining Class Members who
14 have not properly excluded themselves from the Settling Class from
15 asserting any Released Claims against the Released Parties; and
 - 16 f. directs that an order and Final Judgment be entered.

17 **V. RELEASES**

- 18 1. Upon the Effective Date, the Releasing Parties shall release and forever discharge
19 the Released Parties from all Released Claims and covenant not to assert any Released Claims.
- 20 2. The Releasing Parties expressly agree that, upon the Effective Date, each of them
21 waives and forever releases with respect to the Released Claims any and all provisions, rights and
22 benefits conferred by either (a) § 1542 of the California Civil Code, which reads:

23 *Section 1542. General release; extent. A general release does not*
24 *extend to claims which the creditor does not know or suspect to exist*
25 *in his or her favor at the time of executing the release, which if*
26 *known by him or her must have materially affected his or her*
27 *settlement with the debtor.*

28 or (b) any law of any state or territory of the United States, or principle of common law, which is
similar, comparable or equivalent to § 1542 of the California Civil Code.

1 **VI. ATTORNEYS' FEES, COSTS, INCENTIVE AWARDS**

2 1. Class Counsel may apply to the Court for an award of attorneys' fees and costs
3 incurred on behalf of Plaintiffs and the Settling Class. Class Counsel agrees not to apply for an
4 award of attorneys' fees and costs exceeding \$16,450,000. Intel agrees to pay reasonable fees and
5 costs awarded by the Court in an amount not to exceed \$16,450,000, and will not object to Class
6 Counsel's fee and cost application so long as it does not exceed \$16,450,000. Intel further agrees
7 to pay Class Representatives service awards as approved by the Court not to exceed \$25,000 each
8 or \$50,000 in total.

9 2. Within thirty (30) calendar days after entry of the order finally approving attorneys'
10 fees, costs, and service awards, Intel will transfer the amount awarded, which shall not exceed
11 \$16,500,000, into an interest bearing escrow account at a major bank as may be agreed upon by
12 Class Counsel and Intel in accordance with escrow terms acceptable to Intel and Class Counsel
13 that include, inter alia, (a) a provision prohibiting withdrawal of any of said funds without written
14 approval from both Intel and Class Counsel before the occurrence of one of the events set forth in
15 clauses (b) and (c) of this paragraph; (b) a provision that if the Settlement is terminated or
16 disapproved as set forth in Sections VII.1 and VII.2 below, all amounts paid by Intel into the
17 escrow account, plus any interest earned on said funds shall be paid to Intel from the escrow
18 account within ten (10) calendar days; and (c) a provision that within ten (10) calendar days after
19 the date on which the Settlement becomes Final, the amount awarded to Class Counsel or the
20 Class Representatives, plus accrued interest, will be paid from the escrow account by wire transfer
21 to Class Counsel for the benefit of Class Counsel and the Class Representatives, and any amount
22 that is not awarded to Class Counsel or the Class Representatives, plus accrued interest, shall be
23 paid from the escrow account by wire transfer to Intel. Escrow account fees, if any, of the escrow
24 account bank shall be deducted from the sums paid from the account either to Intel or Class
25 Counsel, as the case may be, in proportion to the amount paid to each, if any, pursuant to clauses
26 (b) and (c) above.

27 3. Each Party shall bear its own costs except as provided in this Part VI.
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1 **VII. OTHER CONDITIONS**

2 1. Termination: In the event that the Court does not approve the Notice Program and
3 requires an alternative method of providing notice that materially increases the cost of notice, Intel
4 may, at its option, terminate this Settlement. In the event the total number of Settling Class
5 Members who request exclusion from the Settling Class exceeds ten percent (10%) of the total
6 number of Class Members, Intel may, at its option, terminate this Settlement.

7 2. Effect of Termination or Disapproval: In the event the Agreement (a) is terminated
8 as provided above or (b) is disapproved by the Court or an appellate court and all means of further
9 review have been exhausted or have expired, the Parties shall be returned to their respective
10 statuses as of the date and time immediately prior to the execution of this Agreement, and the
11 Parties shall proceed in all respects as if this Agreement had not been executed, and the
12 Agreement and all negotiations and proceedings relating thereto shall be without prejudice to the
13 rights of any and all Parties. In such event, the Parties and their counsel agree that everything
14 contained in the pleadings, papers, or verbal statements submitted during or related to the
15 settlement negotiations or the settlement approval proceedings will be kept confidential, will not
16 be disclosed to others, and will not be used, quoted, referenced, proffered or admitted in the
17 Action or any other litigation as evidence or for any other purpose.

18 3. Cooperation to Effectuate Settlement: The Parties agree to cooperate to effectuate
19 this Agreement and to obtain approval of the Court, provided, however, that no Party shall have an
20 obligation to adopt, support or refrain from disputing any contention of fact or law that the other
21 Parties may make in any motion for preliminary or final approval of the Settlement.
22 Notwithstanding the foregoing, the Parties confirm, and will so represent to the Court, that these
23 settlement negotiations were arm's-length and facilitated through the aid of experienced
24 mediators.

25 4. Authority to Settle: The undersigned represent and warrant each has the authority
26 to enter into this Agreement on behalf of the Part(ies) indicated below his or her name.
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1 5. No Assignment: Class Counsel and Plaintiffs represent and warrant that they have
2 not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or
3 any portion thereof or interest therein, including, but not limited to, any interest in the Action or
4 any related action, and they further represent and warrant that they know of no such assignments
5 or transfers on the part of any Class Member.

6 6. Binding Effect: This Agreement shall be binding upon, and inure to the benefit of,
7 the successors and assigns of the Parties and the Released Parties. Without limiting the generality
8 of the foregoing, each and every covenant and agreement herein by Plaintiffs and Class Counsel
9 shall be binding upon all Class Members.

10 7. Mistake: In entering and making this Agreement, the Parties assume the risk of any
11 mistake of fact or law. If the Parties, or any of them, should later discover that any fact they relied
12 upon in entering into this Agreement is not true, or that their understanding of the facts or law was
13 incorrect, the Parties shall not be entitled to seek rescission of this Agreement, or otherwise attack
14 the validity of the Agreement, based on any such mistake. This Agreement is intended to be final
15 and binding upon the Parties regardless of any mistake of fact or law.

16 8. Advice of Counsel: Except as set forth in this Agreement, the Parties represent and
17 warrant that they have not relied upon or been induced by any representation, statement or
18 disclosure of the other Parties or their attorneys or agents, but have relied upon their own
19 knowledge and judgment and upon the advice and representation of their own counsel in entering
20 into this Agreement. Each Party warrants that it has carefully read this Agreement, knows its
21 contents, and has freely executed it. Each Party, by execution of this Settlement Agreement,
22 represents that it has been represented by independent counsel of its choice throughout all
23 negotiations preceding the execution of this Agreement.

24 9. Entire Agreement: This Agreement, including exhibits, contain the entire,
25 complete, and integrated statement of each and every term and provision of this Settlement agreed
26 to by and among the Parties. This Agreement shall not be modified in any respect except by a
27 writing executed by the Parties.
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1 10. Headings: The headings used in this Agreement are intended for the convenience
2 of the reader only and shall not affect the meaning or interpretation of this Agreement.

3 11. No Drafting Presumption: Counsel to all Parties hereto have materially
4 participated in the drafting of this Agreement. No Party hereto shall be considered to be the
5 drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of
6 interpretation or construction that would or might cause any provision to be construed against the
7 drafter hereof.

8 12. Choice of Law: All terms of this Agreement shall be governed by and interpreted
9 according to the substantive laws of the State of California without regard to its choice of law or
10 conflict of laws principles.

11 13. Dispute Resolution: Any and all disputes arising from or related to the finalization
12 of documents memorializing the Settlement or the Parties' obligations under Section VII.3 above
13 must be submitted by the Parties to binding arbitration before Judge Pro Tem Bradley A. Bening
14 without the right of appeal. For the avoidance of doubt, this provision does not extend to
15 resolution of any objections to the Settlement. Further, and for the avoidance of doubt, (a) this
16 provision shall not prohibit any Released Party from asserting in the forum in which any claim
17 may be brought that the release herein is a defense, in whole or in part, to such claim, and (b) in
18 the event that such a defense is asserted in that forum, this provision shall not prohibit the
19 determination of the merits of the defense in that forum.

20 14. No Admission: This Settlement shall not be deemed an admission of liability or
21 wrongdoing on the part of Intel, who has denied, and continues to deny that it engaged in any
22 wrongdoing of any kind, or violated any law or regulation, or breached any duty owed to the
23 Plaintiffs or the Class Members. Intel further denies that it is liable to, or owes any form of
24 compensation or damages to, anyone with respect to the alleged facts or causes of action asserted
25 in the Action. Intel does not, by entering into this Agreement, admit that it has caused any damage
26 or injury to any Class Member as a result of the facts alleged or asserted in the Action and does
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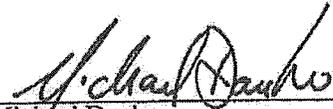
1 not admit that Plaintiffs' calculations or methods of calculations of alleged damages or restitution
2 are accurate or appropriate.

3 15. Confidentiality: The Parties agree to keep the terms of this Agreement confidential
4 and not to make any public statements or statements to the press about the terms of this
5 Agreement, its negotiation, or the reasons for entering into the Agreement until the Agreement is
6 submitted to the Court as part of the motion for preliminary approval. The Parties further agree
7 not to make statements to the press or other public statements without prior agreement of the
8 Parties, which shall not be unreasonably withheld, other than statements made in filings relating to
9 the approval of the Agreement and/or attorneys' fees and costs, or related appeals.

10 16. Execution in Counterparts: This Agreement may be executed in counterparts.
11 Facsimile or PDF signatures shall be considered as valid signatures as of the date they bear.

12 DATED: July 16, 2014

DANKO MEREDITH
GIRARD GIBBS LLP

13
14 By: 
15 Michael Danko
16 Attorneys for PLAINTIFFS and the CLASS

17 By: 
18 Eric H. Gibbs
19 Attorneys for PLAINTIFFS and the CLASS

20 DATED: July 17, 2014

MUNGER, TOLLES & OLSON LLP

21
22 By: 
23 Gregory P. Stone
24 Attorneys for Defendant INTEL CORPORATION
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EXHIBIT A

INTEL PENTIUM 4 SETTLEMENT CLAIM FORM

Skold v. Intel Corporation

You must complete all the sections below and submit this form by Date, 2014

1: Enter Your Contact and Computer Model Information

Name: _____

Address: _____

City/State/Zip: _____

(if submitting form with e-signature, you must provide physical address, not a PO Box)

Telephone: _____ Email (optional): _____

Make of Computer: _____ Approximate date of purchase: _____

From whom did you buy the computer? (e.g. Best Buy, Dell): _____

Where did you buy the computer? (if via mail, phone, or online, where you lived at time of purchase): _____

City/State

2: Sign the Eligibility Statement

I declare under **penalty of perjury** under the laws of the State of California that all the information provided in this Claim Form is accurate and correct **to the best of my recollection**, and that, **to the best of my recollection**, while residing in the United States and not in Illinois, I purchased (**check one**):

A new computer equipped with a Pentium 4 processor between November 20, 2000, and December 31, 2001, for personal, family or household use.

OR

A new computer equipped with a first-generation (Willamette) Pentium 4 processor or a Pentium 4 processor at speeds below 2.0 GHz between January 1, 2002, and June 30, 2002, for personal, family or household use.

Signature: _____

Date: _____

3: Submit Your Claim Form By Date, 2014

Choose one of the following options:

1. Sign electronically at www.saldkfi.lk.com
2. Print, sign, scan and email to aasdf@asdf.com
3. Print, sign and mail to:

Intel Pentium 4 Settlement Administrator
TBD – Address Here
Etc

NOTE: Distributions will be made only after: (i) the time for submitting claim forms has expired and all claims have been processed; and (ii) the Settlement becomes final. The information you provide will not be used for any purpose other than to process and pay your Claim.

Need Help? Questions? Consult the Class Notice, call XXXX customer service at XXX-XXXXX, or go to TBD.com.
E-FILED: Jul 16, 2014 8:00 AM, Superior Court of CA, County of Santa Clara, Case #1-05-CV-039231 Filing #G-64475

EXHIBIT B

Notice of Intel Pentium 4 Processor Litigation Settlement

You might be entitled to \$15 if you bought a computer with a Pentium 4 processor between November 20, 2000 and June 30, 2002.

A court authorized this notice. This is not a solicitation from a lawyer.

Your legal rights are affected whether you act or don't act. You can also visit or call:

<http://www.IntelPentium4Litigation.com>

1-800-123-4567

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT		DEADLINE
SUBMIT A CLAIM FORM	The only way to get a cash payment. You must <u>timely</u> submit a valid Claim Form, which is attached, or can be completed electronically at www.IntelPentium4Litigation.com .	Deadline to Submit a Claim Form: [DATE]
ASK TO BE EXCLUDED	Receive <u>no</u> payment. Get out of this lawsuit. Retain your right to sue Intel or HP. If you exclude yourself from this lawsuit, you will not be eligible to receive a cash payment from this lawsuit, but you will maintain the right to sue Intel or HP for the same or similar legal claims in this lawsuit.	Deadline to Exclude Yourself: [DATE]
COMMENT OR OBJECT	Write the Court about why you like or don't like the settlement. You may write the Court indicating why you like or dislike the settlement. You must remain a member of the lawsuit (you cannot ask to be excluded) in order to object to the settlement.	Deadline to Comment or Object: [DATE]
DO NOTHING	Get <u>no</u> payment. Remain bound by settlement. By doing nothing, you will not recover money from the class action settlement. You will also be bound by the class action settlement and give up any rights to sue Intel or HP separately about the same or similar legal claims in this lawsuit.	

These rights and options—and the deadlines to exercise them—are explained in this notice. The Court in charge of this case still has to decide whether to approve the settlement.

Payments will be made if the Court approves the settlement and after appeals, if any, are resolved.

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BASIC INFORMATION

1. What is the purpose of this notice?

The purpose of this notice is to inform you of (a) the existence of a class action lawsuit; (b) the proposed settlement of the class action lawsuit; and (c) your rights with respect to the proposed settlement. Those legal rights and options include the right to be excluded from the Class and the settlement.

A class action lawsuit is pending in the Superior Court of California for the County of Santa Clara County, known as *Janet Skold, et al. v. Intel Corporation and Hewlett-Packard Company*, Case No. 1-05-CV-039231. Judge Peter H. Kirwan, who is overseeing this case, authorized this Notice. You have a right to know about the class action lawsuit and proposed settlement. As a class member you have various options that you may exercise before the Court decides whether to approve the settlement. If the Court approves the settlement, and after any appeals are resolved, Intel will make payments pursuant to the settlement to class members who submit timely and valid claims.

This Notice explains the lawsuit, the settlement, your legal rights, the available benefits, who is eligible for them, and how to get them.

2. What is this class action lawsuit about?

This lawsuit is about whether Intel manipulated Pentium 4 performance scores in violation of California's Unfair Competition Law. The lawsuit also addresses whether Hewlett-Packard ("HP") knew about and substantially assisted Intel in manipulating the Pentium 4's performance scores.

The Plaintiffs allege that Intel manipulated the performance benchmark scores for its first-generation Pentium 4 processors and that HP aided and abetted Intel's allegedly unlawful conduct. Intel and HP deny any liability and all claims of misconduct and Intel contends that the performance benchmarks challenged by Plaintiffs fairly measured the performance of the Pentium 4 processor.

You can read the Class Action Complaint at www.IntelPentium4Litigation.com

3. What is a class action lawsuit and who is involved?

In a class action lawsuit, one or more persons, called "Class Representatives," sue on behalf of other people who have similar claims. All of these people together are called a "Class" or "Class Members." Class Representatives—and all Class Members like them—are called the Plaintiffs. The companies they sued (in this case Intel and HP) are called the Defendants. The lawyers who represent the Class are called "Class Counsel." In the class action lawsuit all factual questions and legal issues are resolved for everyone in the Class, except for those people who choose to exclude themselves from the Class.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, on the day before trial was to begin and after months of mediation and formal settlement discussions, both sides agreed to a settlement. That way, they avoid the cost of and delay associated with trial and any appeals.

WHO IS IN THE SETTLEMENT?

5. Am I part of this Class?

The class in this lawsuit consists of:

All residents of the United States, other than those residing in Illinois, who (i) purchased a new computer equipped with a Pentium 4 processor, (ii) purchased the computer between November 20, 2000 and December 31, 2001, and (iii) purchased the computer for personal, family, or household use;

and

All residents of the United States, other than those residing in Illinois, who (i) purchased a new computer equipped with a first-generation (Willamette) Pentium 4 processor or a Pentium 4 processor at speeds below 2.0 GHz, (ii) purchased the computer between January 1, 2002 and June 30, 2002, and (iii) purchased the computer for personal, family, or household use.

Excluded from the Class are Intel's current and former directors and officers; Intel's current employees and its employees during the Class Period; Intel's legal representatives; and any Judge to whom the litigation is assigned and the members of his or her immediate family.

6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free help by calling 1-800-123-4567, or visiting www.IntelPentium4Litigation.com or by writing Class Counsel at the address listed in Question 26, below.

SETTLEMENT BENEFITS – WHAT YOU GET

7. Who gets paid?

Intel agrees to allow people to establish Class membership under a reduced standard of proof for the limited purpose of paying claims. **In other words, all Class Members are eligible to get paid upon completion and submission of a valid claim form. Class Members are not required to submit a proof of purchase or any other physical or documentary evidence, but they are required to sign the claim form under penalty of perjury that to the best of their recollection they are a Class Member.**

8. How much will I get?

Class Members can get **cash reimbursements of \$15.00.**

9. How do I get paid?

To get paid, you must complete and submit a Claim Form. You can do this in one of three ways:

Complete, e-sign, and submit an electronic Claim Form at www.IntelPentium4Litigation.com on or before [DATE], 2014

Complete, sign, and email the Claim Form included with this Notice to [TBD] by [DATE], 2014, or

Complete, sign, and mail the Claim Form included with this Notice by U.S. Mail to the Class Administrator at [ADDRESS], postmarked by [DATE], 2014.

10. What if I don't timely mail a completed Claim Form?

If you fail to submit the Claim Form by [DATE], 2014 you will not get paid. Sending in a Claim Form late will be the same as doing nothing (see Question 25).

11. When do I get my payment?

The Court will hold a Fairness Hearing on [DATE], 2014, to decide whether to approve the settlement. If the Court approves the settlement, there may be appeals that delay the conclusion of this case. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Information about the progress of the case will be available at www.IntelPentium4Litigation.com

12. What am I giving up to get a payment and stay in the Class?

Unless you exclude yourself, you are staying in the Class, which means that you can't sue, continue to sue, or be part of any other lawsuit against Intel or HP about the same legal issues in this case. It also means that all of the Court's orders in this case will apply to you and legally bind you.

13. Are there other settlement benefits?

Intel agrees to pay \$4,000,000 to non-profit entities, agreed to by the Settling Class and approved by the Court, that will use the funds to provide computer technology utilizing Intel microprocessors for educational uses. One such entity to which the Parties have tentatively agreed on is Teach for America, Inc. Other entities proposed by Intel or Class Counsel may be added to or substituted for these two entities with the consent of the Parties, subject to the approval of the Court.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of this settlement?

To exclude yourself from the settlement, you must send a letter by First Class U.S. mail to the Class Administrator saying that you want to be excluded from the Class in *Skold v. Intel*. You cannot exclude yourself on the phone or by e-mail. Be sure to include your full name, address, telephone number, signature, and the date. You must mail your exclusion request, postmarked no later than [DATE], 2014, to:

CLASS ADMINISTRATOR
Skold v. Intel Exclusions
P.O. Box _____

If you timely submit your request to be excluded, you will not get any settlement payment and you cannot object to the settlement. You will not be legally bound by the settlement.

15. If I don't exclude myself, can I sue Intel or HP later?

No, not for the same legal claims at issue here.

16. If I exclude myself can I still get money from this Settlement?

No. If you exclude yourself from the Class you won't get any money or benefits from this settlement. If you exclude yourself, you should not submit a Claim Form to ask for money from the class action settlement. You cannot both exclude yourself from the settlement and receive benefits from the settlement.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

The Court has decided that the law firms Girard Gibbs LLP and Danko Meredith are qualified to serve as Class Counsel and to represent you and all Class Members. More information about Girard Gibbs, its practices, and its lawyers' experience is available at www.GirardGibbs.com.

18. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may hire one at your own cost.

19. How will the lawyers be paid and will there be incentive payments?

Class Counsel has not received any fees for the lawyer and professional time it has devoted to this matter since 2004, nor has it received any reimbursement for any of the out-of-pocket expenses it has incurred. Class Counsel will thus apply to the Court for an award of attorney

fees and expenses that does not exceed \$16,450,000. Intel agrees to pay reasonable fees and costs awarded by the Court that do not exceed \$16,450,000, and will not object to Class Counsel's fee and cost application so long as it does not exceed \$16,450,000.

In addition, Class Counsel will ask that the Court award each of the two named plaintiffs a \$25,000 service award in recognition of their efforts on behalf of the Class. These plaintiffs participated in the litigation for over ten years—including by appearing for deposition, making their family members available for deposition, turning over their personal computers for lengthy forensic inspections by Intel and HP—and were prepared to appear and testify at trial on behalf of the Class. Any fees, expenses or incentive awards that Class Counsel request must be approved by the Court. Class Counsel will request that their fees and expenses, and the incentive awards, be paid directly by Intel, which means they will not reduce the recovery to you and other members of the Class.

SUPPORTING OR OBJECTING TO THE SETTLEMENT

20. How do I tell the Court that I like or do not like the settlement?

If you are a Class Member, you can tell the Court that you like the settlement and it should be approved, or that you object to the settlement if you do not like some part or all of it. The Court will consider all comments from Class Members.

To comment on or to object to the proposed settlement, you must submit a written statement to the Class Administrator, Class Counsel, and Defense Counsel setting forth:

- Your legal name, current residence address, address at the time of purchase (if different from your current address), current contact telephone number, and signature;
- The reference “*Skold, et al. v. Intel Corporation, et al.*, Case No. 1-05-CV-039231”;
- Documentary or physical evidence establishing your membership in the Class;
- If you object to the Settlement, a detailed list of any other objections that you or your lawyer have made to any class action settlements submitted to any court in the United States in the previous five (5) years; and
- A detailed statement of your objections, comments, and any supporting arguments, together with any supporting documents.

In order for the Court to consider your comments or objections, you must submit them, along with any request to speak at the Fairness Hearing (See Questions 22-24), postmarked on or before [DATE], 2014, to the Class Administrator, with a copy sent to Class Counsel and Counsel for Intel at the following addresses:

No. 1 Class Administrator	No. 2 Class Counsel	No. 3 Counsel for Intel
Class Administrator <i>Skold v. Intel</i>	GIRARD GIBBS LLP c/o Eric H. Gibbs	MUNGER, TOLLES & OLSON LLP

P.O. Box _____

601 California Street, 14th Floor
San Francisco, CA 94108

c/o Gregory P. Stone, Esq.
355 South Grand Avenue, 35th
Floor
Los Angeles, California 90071

[Address above is SJ
courthouse address]

The filing of an objection may allow Class Counsel or Counsel for Intel to notice such objecting person for and take his or her deposition at an agreed-upon location before the Final Approval Hearing, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objector to comply with discovery requests may result in the Court striking said objector's objection and otherwise denying that person the opportunity to make an objection or be further heard. The Court reserves the right to tax the costs of any such discovery to the objector or the objector's counsel should the Court determine that the objection is frivolous or is made for an improper purpose.

If you do not submit a written comment or objection on the proposed settlement or the application of Class Counsel for incentive awards, attorneys' fees and expenses in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the fairness hearing.

21. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

FAIRNESS HEARING

22. When and where will the Court decide to approve the settlement?

The Court will hold a Fairness Hearing at [TIME] on [DATE], 2014, in Department 1 of the Santa Clara County Superior Court located at 191 N. First Street, 2nd Floor, San Jose, California 95113. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel or whether to approve incentive awards. After the hearing, the Court will decide whether to approve the settlement. We do not know how long it will take for the Court to make its decision.

23. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as your written objection establishes membership in the Class and is received on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

24. May I speak at the hearing?

If you would like to speak at the Fairness Hearing about your comments or objections to the settlement, you must add to your letter commenting or objecting to the settlement a statement that you intend to appear and speak at the hearing. An example is stating: "This is my Notice of Intention to Appear in *Skold v. Intel*." If you do not submit a written comment or objection on the proposed Settlement in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the Fairness Hearing. You cannot speak at the hearing if you excluded yourself.

If you intend to appear at the Fairness Hearing through counsel, your comment must also state the identity of all attorneys representing you who will appear at the fairness hearing.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you do nothing, you'll get no money from this settlement but will still be bound by the settlement and lose your ability to sue, continue to sue, or be part of any other lawsuit against Intel or HP about the same legal issues in this case.

ADDITIONAL INFORMATION

26. Are there more details available?

Visit the website www.IntelPentium4Litigation.com where you can find extra claim forms, information on the litigation and settlement, and documents such as the Complaint filed by the Plaintiffs.

You may also call the Class Administrator at -----or Class Counsel at 1-866-981-4800 or write them at:

Class Administrator
Skold v. Intel
P.O. Box _____

GIRARD GIBBS LLP
c/o Intel Litigation
601 California Street, 14th Floor
San Francisco, CA 94108
www.GirardGibbs.com

EXHIBIT C

Legal Notice

You might be eligible for

\$15 cash

If you bought a computer with a **Pentium 4** processor
between November 20, 2000 and June 30, 2002

www.IntelPentium4Litigation.com

1-800-123-4567

What Is the Class Action About?

The plaintiffs claim Intel manipulated the performance benchmark scores for its first-generation Pentium 4 processors and that HP assisted with Intel's allegedly unlawful conduct. Intel and HP deny liability and all claims of misconduct and Intel contends the benchmarks challenged by Plaintiffs fairly measured the performance of the Pentium 4 processor.

Who Are Class Members?

The Class includes all residents of the United States, except Illinois residents, who (i) purchased a new computer equipped with a Pentium 4 processor between November 20, 2000 and December 31, 2001, and (ii) purchased the computer for personal, family, or household use. The Class also includes all residents of the United States, except Illinois residents, who (i) purchased a new computer equipped with a first-generation (Willamette) Pentium 4 processor or a Pentium 4 processor at speeds below 2.0 GHz between January 1, 2002 and June 30, 2002, and (ii) purchased the computer for personal, family, or household use. Individuals excluded from the class include

current Intel employees and persons employed by Intel between November 20, 2000 and June 30, 2002.

What Are Your Options?

As a Class Member, you must decide whether you want to stay in the Class, submit a claim, comment on or object to the settlement, or be excluded from the Class. You can get detailed information regarding your options at www.IntelPentium4Litigation.com.

The Court will hold a hearing in this case (*Janet Skold, et al. v. Intel Corporation and Hewlett-Packard Company*, Superior Court of California for the County of Santa Clara County, Case No. 1-05-CV-039231) to consider approving this settlement and attorney's fees on MONTH DAY YEAR. You may appear at the hearing, but you don't have to. The deadline to ask to be excluded from the settlement or to object to the settlement is [DATE].

How Do You Get a Payment?

You can submit a claim online at www.IntelPentium4Litigation.com. You may also request a paper claim form by calling 1-800-123-4567, or print a claim form from www.IntelPentium4Litigation.com. You do not need to provide receipts or proof of purchase.

The deadline to make a claim for payment is: **[Month] [Day], 2014.**

Questions? Visit www.IntelPentium4Litigation.com or call 1-800-123-4567.

EXHIBIT D

Skold v. Intel Corporation, et al. (Cal. Sup. Ct.)

[POSTAGE]

[Settlement Administrator Name]

[Settlement Administrator Street]

[Settlement Administrator City/State/Zipcode]

[Class Member Name]

[Class Member Street]

[Class Member City/State/Zipcode]

LEGAL NOTICE

YOU MAY BE ENTITLED TO A

LEGAL NOTICE

YOU MAY BE ENTITLED TO A
\$15 CASH PAYMENT
AS A RESULT OF A LEGAL SETTLEMENT

Details Inside

Intel Pentium 4 Settlement

A court authorized this notice. This is not a solicitation from a lawyer.

You might be eligible for
\$15 cash

If you bought a computer with a Pentium 4
processor between November 20, 2000 and June 30,
2002

For more information and to submit a simple
electronic or paper claim go to:

www.IntelPentium4Litigation.com

A proposed settlement has been reached in a class action lawsuit alleging that Intel manipulated the performance benchmark scores for its first-generation Pentium 4 processors and that HP aided and abetted Intel's allegedly unlawful conduct. Intel and HP deny any liability and all claims of misconduct and Intel contends that the performance benchmarks challenged by Plaintiffs fairly measured the performance of the Pentium 4 processor.

For more information about the settlement, including your eligibility to submit a claim form; how to exclude yourself, object to the settlement, and attend the hearing; and how the settlement impacts your legal rights, visit the above website or call, toll-free, 1-855-763-9447. The deadline to make a claim for payment, object to the settlement, or ask to be excluded from the settlement is: **[Month] [Day], 2014.**

EXHIBIT E

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

JANET SKOLD and DAVID DOSSANTOS
on behalf of themselves and all other similarly
situated,

Plaintiffs,

vs.

INTEL CORPORATION and HEWLETT-
PACKARD COMPANY,

Defendants.

Case No. 1-05-CV-039231 (COMPLEX)

**[PROPOSED] ORDER RE:
PRELIMINARY APPROVAL OF
PROPOSED SETTLEMENT**

Judge: Hon. Peter H. Kirwan
Dept.: 1

1 WHEREAS, named plaintiffs in the above-captioned Action, Janet Skold and
2 David Dossantos, on behalf of themselves and the certified Class (collectively, the “Class”), and
3 defendant Intel Corporation (“Intel”) have reached a proposed settlement and compromise of the
4 disputes between them in the above-captioned Action, which is embodied in the Stipulation and
5 Agreement of Settlement (“Settlement” or “Agreement”) filed with the Court;

6 WHEREAS, the parties have applied to the Court for preliminary approval of the
7 proposed Settlement of the Action, the terms and conditions of which are set forth in the
8 Agreement;

9 AND NOW, the Court, having read and considered the Agreement and
10 accompanying documents and the Motion for Preliminary Settlement Approval and Supporting
11 Papers, and the parties to the Agreement having consented to the entry of this order, and all
12 capitalized terms used herein having the meaning defined in the Settlement Agreement, IT IS
13 HEREBY ORDERED AS FOLLOWS:

14 1. Subject to further consideration by the Court at the time of the Final
15 Approval Hearing, the Court preliminarily approves the Settlement as fair, reasonable, and
16 adequate to the Class, as falling within the range of possible final approval, and as meriting
17 submission to the Class for its consideration.

18 2. A Final Approval Hearing shall be held before this Court at ____ a.m. on
19 _____, 2014 in Department 1 of the Superior Court of California, County of Santa
20 Clara, to address (a) whether the proposed Settlement should be finally approved as fair,
21 reasonable, and adequate, and whether the Final Approval Order and Judgment should be entered;
22 and (b) whether Class Counsel’s application for attorneys’ fees, costs, and incentive awards should
23 be approved

24 3. The parties shall file any motion papers in support of final approval of the
25 Settlement no later than _____. Any opposition or objections to final approval shall be served
26 or filed by _____. The parties shall file any reply papers in support of final approval of the
27 Settlement no later than _____.

28

1 4. Class Counsel shall file any application for attorneys' fees, costs, and
2 incentive awards no later than _____. Any opposition or objections to Class Counsel's
3 application for attorneys' fees, costs and incentive awards shall be served or filed by _____. Class
4 Counsel shall file any reply papers in support of their application no later than _____.

5 5. With the exception of such proceedings as are necessary to implement,
6 effectuate, and grant final approval to the terms of the Settlement, all proceedings are stayed in
7 this Action and all Class Members are enjoined from commencing or continuing any action or
8 proceeding in any court or tribunal asserting any claims encompassed by the Agreement, unless
9 the Class Member timely files a valid Request for Exclusion as specified in the Agreement.

10 6. The Parties have stipulated that the time by which this Action must be
11 brought to trial under Code of Civil Procedure section 583.310 *et seq.* is extended in accordance
12 with the terms of a Stipulation previously filed with the Court.

13 7. The Court appoints Gilardi & Co. LLC to serve as Class Administrator, and
14 directs it to carry out all duties and responsibilities of the Class Administrator specified in the
15 Agreement.

16 8. The Court appoints Analytics LLC as the Class Notice provider and directs
17 that it carry out all duties and responsibilities of the Class Notice provider specified in the
18 Agreement and in this Order.

19 9. The Court approves, as to form and content, the long and short-form notices
20 and the postcard notice, substantially in the forms attached as Exhibits B, C and D to the
21 Agreement and Exhibits A, B, and C hereto, respectively.

22 a. Class Notice shall be provided to the Settling Class by publication using
23 substantially the same methods for dissemination that were approved by the Court's March 14,
24 2013 Order on Plaintiff's Motion for Approval of Class Notice Plan and previously used by the
25 Class Notice provider to provide notice of the pendency of this Action. Publication of class notice
26 shall be completed no later than _____.

27 b. Intel shall provide direct postcard notice, substantially in the form of the
28 Postcard Notice, Exhibit C hereto, by direct mail to those members of the Settling Class whose

1 addresses were verified, as part of the absent class member deposition process, by Abt SRBI, and
2 who were determined by Charles River Associates to likely be Class Members. Dissemination of
3 postcard notice shall be completed no later than _____.

4 c. No later than 10 days prior to the Final Approval Hearing, the Class Notice
5 Provider and Intel shall file with the Court declarations attesting to compliance with this Order.

6 10. The Court finds the parties' Notice Program described in Section IV of the
7 Agreement constitutes the best notice practicable under the circumstances and shall constitute due
8 and sufficient notice to the Class of the pendency of the Action, the terms of the Settlement, and
9 the Final Approval Hearing, and complies fully with the requirements of the California Rules of
10 Court, the California Code of Civil Procedure, the Constitution of the State of California, the
11 United States Constitution, and any other applicable law.

12 11. The Court further finds that the Notice Program described in Article IV of
13 the Settlement Agreement will adequately inform members of the Class of their right to exclude
14 themselves from the Class so as not to be bound by the terms of the Agreement.

15 12. Within 10 calendar days of deadline for submitting Requests for Exclusion,
16 the Class Administrator shall prepare and deliver to Class Counsel, who shall file it with the
17 Court, and Intel's Counsel, a report stating the total number of persons that have submitted timely
18 and valid Requests for Exclusion from the Class, and the names of such persons.

19 13. Any Class Member who elects to be excluded shall not be entitled to
20 receive any of the benefits of the Settlement, shall not be bound by the release of any claims
21 pursuant to the Agreement, and shall not be entitled to object to the Settlement or appear at the
22 Final Approval Hearing.

23 14. Any Class Member who does not submit a valid and timely Request for
24 Exclusion may comment on or object to the Settlement or to Class Counsel's application for
25 attorneys' fees, costs, and incentive awards. Any comment or objection to the settlement must
26 comply with the instructions set forth in the Notice and must be submitted by _____.
27 Any Class Member who submits a timely comment or objection that complies with the
28 instructions set forth in the Notice shall have the right to appear and be heard at the Final Approval

1 Hearing, either personally or through an attorney retained at the Class Member's own expense. In
2 order to exercise such right to appear and be heard at the Final Approval Hearing, a Class Member
3 must include in the Class Member's objection a statement that the Class Member intends to appear
4 and speak at the Final Approval Hearing.

5 15. The filing of an objection may allow Class Counsel or Counsel for Intel to
6 notice such objecting person for and take his or her deposition at an agreed-upon location before
7 the Final Approval Hearing, and to seek any documentary evidence or other tangible things that
8 are relevant to the objection, including whether the objector is a Class Member. Failure by an
9 objector to comply with discovery requests may result in the Court striking said objector's
10 objection and otherwise denying that person the opportunity to make an objection or be further
11 heard. The Court reserves the right to tax the costs of any such discovery to the objector or the
12 objector's counsel should the Court determine that the objection is frivolous or is made for an
13 improper purpose.

14 16. Service of all papers on counsel for the Parties shall be made as follows:
15 for Class Counsel to Eric Gibbs, Esq., Girard Gibbs LLP, 601 California Street, 14th floor, San
16 Francisco, CA 94108, and Michael Danko, Esq., Danko Meredith, 333 Twin Dolphin Drive, Suite
17 145, Redwood Shores, CA 94065; and for Intel's Counsel to Gregory P. Stone, Esq., Munger,
18 Tolles & Olson LLP, 355 South Grand Avenue, 35th floor, Los Angeles, CA 90071. Only Class
19 Members who have filed and served valid and timely notices of intention to appear, together with
20 supporting papers, shall be entitled to be heard at the Final Approval Hearing.

21 17. Any Class Member who does not make an objection in the time and manner
22 provided shall be deemed to have waived such objection and shall forever be foreclosed from
23 making any objection to the fairness or adequacy of the proposed Settlement as incorporated in the
24 Agreement, the payment of attorneys' fees, costs, and incentive awards, or the Final Approval
25 Order and Judgment.

26 18. In the event that the proposed Settlement is not approved by the Court, or in
27 the event that the Agreement is terminated or disapproved or becomes null and void pursuant to its
28 terms, this Order and all orders entered in connection therewith shall become null and void, shall

1 be of no further force and effect, and shall not be used or referred to for any purposes whatsoever
2 in this civil action or in any other case or controversy; in such event the Agreement and all
3 negotiations and proceedings directly related thereto shall be deemed to be without prejudice to
4 the rights of any and all of the Parties, who shall be restored to their respective positions as of the
5 date and time immediately preceding the execution of the Agreement.

6 19. The Court may, for good cause, extend any of the deadlines set forth in this
7 Order without further notice to the Class Members. The Final Approval Hearing may, from time
8 to time and without further notice to the Class, be continued by order of the Court.

9 **IT IS SO ORDERED.**

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12 Dated: _____

13 The Honorable Peter H. Kirwan
14 Judge of the California Superior Court
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