

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

IN RE HP INC. DERIVATIVE LITIGATION

Case No.: 4:21-cv-04805-JSW

This Document Relates To:  
All Actions

(Consolidated with Case No. 4:22-cv-00254-  
JSW)

**STIPULATION AND AGREEMENT OF SETTLEMENT**

This Stipulation and Agreement of Settlement (the “Stipulation”) is made and entered into by and among the following, each by and through his, her, or its respective counsel: (1) Gerald Lovoi and Scott Franklin (the “Plaintiffs”); (2) current and former officers of HP Inc. and members of the Board of Directors of HP Inc. (the “Board”): Dion J. Weisler, Catherine A. Lesjak, Enrique Lores, Tracy S. Keogh, Aida Alvarez, Shumeet Banerji, Robert R. Bennett, Charles “Chip” V. Bergh, Stacy Brown-Philpot, Stephanie A. Burns, Mary Ann Citrino, Stacey Mobley, Subra Suresh, Carl Bass, Rajiv Gupta, and Margaret C. Whitman (collectively, the “Individual Defendants”); and (3) nominal defendant HP Inc. (“HP” or the “Company,” and together with the Individual Defendants, the “Defendants”). Plaintiffs and Defendants are collectively referred to herein as the “Parties.”

This Stipulation, subject to the approval of the United States District Court for the Northern District of California (the “Court”), before which the Action is pending, is intended by the Parties to fully, finally, and forever compromise, resolve, discharge, release, and settle the Released Claims, upon the terms and subject to the conditions set forth herein.

## I. DEFINITIONS

As used in this Stipulation, in addition to the capitalized terms defined elsewhere herein, the following terms have the meanings specified below:

(a) “Action” refers to the consolidated action *In re HP Inc. Deriv. Litig.*, Lead Case No. 4:21-cv-04805-JSW (N.D. Cal.), which is composed of the following derivative actions brought derivatively on behalf of HP by Plaintiffs: *Franklin v. Weisler, et al.*, Case No. 4:21-cv-04805-JSW (N.D. Cal.) and *Lovoi v. Weisler, et al.*, Case No. Case 4:22-cv-00254-JSW (N.D. Cal.).

(b) “Court” means the United States District Court for the Northern District of California, where the Action is pending.

(c) “Current HP Stockholders” means any Person who owned HP common stock as of the date of the execution of this Stipulation and who continues to hold such HP common stock as of the date of the Settlement Hearing, excluding the Individual Defendants, the officers and directors of HP, members of their immediate families, and their legal representatives, heirs, successors, or assigns, and any entity in which the Individual Defendants have a controlling interest.

(d) “Defendants’ Counsel” refers to Gibson, Dunn & Crutcher LLP.

(e) “Effective Date” means the date by which all the events and conditions specified in Paragraph 5.1 herein have been met and have occurred.

(f) “Fee & Expense Amount” has the meaning ascribed to it in Paragraph 3.1 below.

(g) “Final” means the time when a Judgment that has not been reversed, vacated, or modified in any way is no longer subject to appellate review, either because of disposition on appeal and conclusion of the appellate process (including potential writ proceedings) or because of passage of time for seeking appellate or writ review without action. More specifically, it is that

situation when: (i) no appeal or petition for review by writ has been filed and the time has passed for any notice of appeal or writ petition to be timely filed from the Judgment; or (ii) if an appeal or writ petition has been filed, the court of appeal has either affirmed the Judgment or dismissed that appeal (or writ petition) and the time for any reconsideration or further appellate review has passed; or (iii) a higher court has granted further appellate review and that court has either affirmed the underlying Judgment or affirmed the court of appeal's decision affirming the Judgment or dismissing the appeal or writ proceeding, and the time for any reconsideration or further appellate review has passed. For purposes of this paragraph, an "appeal" shall not include any appeal challenging the award of any Fee and Expense Amount. Any proceeding or order, or any appeal or petition for a writ, pertaining solely to any Fee and Expense Amount, shall not in any way delay or preclude the Judgment from becoming Final. Any reference to the "Finality" of the Settlement shall incorporate the definition of "Final" in this paragraph.

(h) "Judgment" means the final order and judgment to be rendered by the Court, substantially in the form attached hereto as Exhibit F.

(i) "HP" or the "Company" means nominal defendant HP Inc.

(j) "Notice" means the Notice of Pendency and Proposed Settlement of Consolidated Derivative Action, substantially in the form of Exhibit B attached hereto.

(k) "Person" or "Persons" means an individual, corporation, limited liability company, professional corporation, partnership, limited partnership, limited liability partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government, or any political subdivision or agency thereof, or any business or legal entity, and each of their spouses, heirs, predecessors, successors, representatives, or assignees.

(l) "Plaintiffs' Counsel" refers collectively to Levi & Korsinsky, LLP, Brian Murray Law PLLC and Rowley Law PLLC, and any other law firm or attorney that appeared for or

represented any Plaintiffs in the Action.

(m) “Postcard Notice” means the Postcard Notice of Pendency and Proposed Settlement of Derivative Action, substantially in the form of Exhibit D attached hereto.

(n) “Preliminary Approval Order” means the order to be entered by the Court, substantially in the form of Exhibit A attached hereto, preliminarily approving the terms and conditions of the Settlement as set forth in this Stipulation, directing that notice be provided to Current HP Stockholders, and scheduling a Settlement Hearing to consider (i) whether the Settlement should be finally approved and Judgment should be entered, and (ii) whether the Fee and Expense Amount should be approved.

(o) “Related Persons” means each of a Person’s immediate family members and current, former, or future parents, subsidiaries, associates, affiliates, partners, joint venturers, officers, directors, principals, stockholders, members, agents, representatives, employees (including, but not limited to, employees of HP), attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, trustees, engineers, insurers, co-insurers, reinsurers, spouses, heirs, assigns, executors, general or limited partners or partnerships, personal or legal representatives, estates, administrators, predecessors, successors, advisors, and/or any other individual or entity in which a Person has or had a controlling interest or which is or was related to or affiliated with a Person.

(p) “Released Claims” means collectively, the Released Defendant Claims and the Released Stockholder Claims.

(q) “Released Defendant Claims” means any and all claims, rights, demands, obligations, controversies, debts, damages, losses, causes of action, or liabilities of any kind or nature whatsoever, whether in law or equity, including both known claims and Unknown Claims, suspected or unsuspected, accrued or unaccrued, that Defendants have or could have asserted

against the Released Stockholder Persons or their counsel, arising out of the institution, prosecution, or settlement of the claims asserted against Defendants in the Action that Defendants asserted or could have asserted in the Action, or in any other forum, that arise out of, relate to, or are based upon any of the allegations, transactions, facts, matters, events, disclosures, non-disclosures, occurrences, representations, statements, acts, or omissions, alleged or referred to in any of the complaints filed in the Action; provided, however, that the Released Defendant Claims shall not include (1) any claims relating to the enforcement of the Settlement or this Stipulation, (2) any claims by Defendants relating to insurance coverage or the right to indemnification, or (3) any claims that arise out of or are based upon any conduct of the Released Stockholder Persons after the Effective Date.

(r) “Released Defendant Persons” means, collectively, each and all Individual Defendants, HP, and each and all of the Related Persons of each of the Individual Defendants and HP.

(s) “Released Persons” means, collectively, the Released Defendant Persons and the Released Stockholder Persons. “Released Person” means, individually, any of the Released Persons.

(t) “Released Stockholder Claims” means any and all claims, rights, demands, obligations, controversies, debts, disputes, damages, losses, actions, causes of action, sums of money due, judgments, suits, amounts, matters, issues, liabilities, or charges of any kind or nature whatsoever (including, but not limited to, any claims for interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses, amounts, or liabilities whatsoever), and claims for relief of every nature and description whatsoever, whether in law or equity, including both known claims and Unknown Claims, suspected or unsuspected, accrued or unaccrued, fixed or contingent, liquidated or unliquidated, matured or unmatured, foreseen or unforeseen, whether arising under

federal or state statutory or common law, or any other law, rule, or regulation, whether foreign or domestic, that HP, or Plaintiffs, or any HP stockholder derivatively on behalf of HP, could have asserted in any court, tribunal, forum, or proceeding, arising out of, relating to, or based upon the facts, allegations, events, disclosures, non-disclosures, occurrences, representations, statements, matters, transactions, conduct, actions, failures to act, omissions, or circumstances that were alleged or referred to in any of the complaints filed in the Action; provided, however, that the Released Stockholder Claims shall not include (1) any claims relating to the enforcement of the Settlement or this Stipulation, or (2) any claims that arise out of or are based upon any conduct of the Released Defendant Persons after the Effective Date.

(u) “Released Stockholder Persons” means each and all of Plaintiffs and each and all of their Related Persons.

(v) “Securities Action” means the case captioned *York County on Behalf of the County of York Retirement Fund v. HP Inc. et al.*, Case No. 4:20-cv-07835-JSW (N.D. Cal.).

(w) “Settlement” means the settlement documented in this Stipulation and the exhibits thereto.

(x) “Settlement Consideration” means the consideration provided to HP through the Settlement as set forth in Paragraphs 1.1 through 1.3 below and the attached Exhibit E.

(y) “Settlement Hearing” means a hearing to be held by the Court upon duly given notice to review this Stipulation and determine whether the Settlement should be finally approved, whether the Judgement should be entered, and to consider any request for an award of attorneys’ fees and expenses.

(z) “Summary Notice” means the Summary Notice of Pendency and Proposed Settlement of Derivative Action, substantially in the form of Exhibit C attached hereto.

(aa) “Unknown Claims” means any and all Released Claims that any of the Parties or

any HP stockholder does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, including claims which, if known by him, her, or it, might have affected his, her, or its decision to settle or the terms of his, her, or its settlement with and releases provided to the other Parties, or might have affected his, her, or its decision with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, the Parties shall expressly waive, and, with respect to Released Stockholder Claims that could have been asserted derivatively on behalf of the Company, all other HP stockholders by operation of the Judgment shall have expressly waived, the provisions, rights, and benefits of California Civil Code § 1542, or any other law of the United States or any state or territory of the United States, or principle of common law that is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

The Parties and each HP stockholder may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released 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, but the Parties and each HP stockholder shall expressly, fully, finally and forever settle and release, and upon the Effective Date and by operation of the Judgment shall have settled and released, fully, finally, and forever, any and all Released Claims as applicable without regard to the subsequent discovery or existence of such different or additional facts. The Parties

acknowledge, and the HP stockholders shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement of which this release is a part.

## **II. PROCEDURAL BACKGROUND**

### **A. The Action**

In mid-2021, Plaintiffs filed their respective derivative actions on behalf of nominal defendant HP, alleging, *inter alia*, breaches of fiduciary duty against the Individual Defendants for allegedly causing the Company to issue allegedly false and misleading statements to the public, which allegedly resulted in harm to HP.

The derivative actions were consolidated in the United States District Court for the Northern District of California, and the Action was stayed pending a decision on summary judgment in the Securities Action.

### **B. The Meet and Confer Process and Extensive Settlement Negotiations**

Plaintiffs engaged in settlement negotiations with Defendants over the course of several months. On May 5, 2025, Plaintiffs' Counsel together sent a settlement demand to Defendants, proposing, *inter alia*, certain enhancements to corporate governance at HP to address claims made in the Action. Settlement discussions continued through January 2026, with the Parties exchanging several draft settlement proposals and counterproposals.

On January 6, 2026, the Parties reached a final agreement regarding certain corporate governance reforms to be undertaken by the Company and signed a term sheet for the settlement. The final agreed-upon corporate governance reforms are set forth in Exhibit E (the "Reforms"). After reaching an agreement on the Reforms and executing the term sheet, Plaintiffs' Counsel and Defendants' Counsel commenced negotiations regarding an appropriate amount of attorneys' fees and expenses. The parties reached an agreement on the maximum total amount of attorneys' fees

and expenses that Defendants would agree to pay for all Plaintiffs in the Action, subject to court approval.

As to the legal merits of the claims asserted in the Action, the Parties have expended significant time and resources in investigating and assessing the claims and defenses applicable in the Action. The Parties have now reached a definitive agreement to settle the Action, upon the terms and subject to the conditions set forth in this Stipulation.

### **III. STOCKHOLDERS' CLAIMS AND THE BENEFITS OF SETTLEMENT**

The Settlement arises out of the Action on behalf of nominal defendant HP, alleging breaches of fiduciary duties, among other claims, against the Individual Defendants. Plaintiffs claim in their Action that Individual Defendants breached their fiduciary duties by, *inter alia*, failing to implement or maintain adequate internal controls and causing the Company to issue allegedly false and misleading statements to the public, which allegedly resulted in harm to HP.

Plaintiffs' Counsel have reviewed and analyzed data from sources specific to this matter, including, but not limited to: (1) HP's public filings with the U.S. Securities and Exchange Commission (the "SEC"), press releases, announcements, transcripts of investor conference calls, and news articles; (2) the order issued by the SEC to HP on September 30, 2020; (3) the proceedings of the related Securities Action; and (4) other publicly available sources.

Plaintiffs' Counsel believe that the claims asserted in the Action have merit and that their investigation of the evidence supports the claims asserted. Without conceding the merit of any of the Individual Defendants' defenses, and in light of the benefits of the Settlement as well as to avoid the potentially protracted time, expense, and uncertainty associated with continued litigation, including potential trial(s) and appeal(s), Plaintiffs and Plaintiffs' Counsel have concluded that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation. Plaintiffs and Plaintiffs' Counsel recognize the significant

risk, expense, and length of continued proceedings necessary to prosecute the Action against the Individual Defendants through trial(s) and through possible appeal(s). Plaintiffs' Counsel have also considered the uncertain outcome and the risk of any litigation, especially complex litigation such as the Action, the difficulties and delays inherent in such litigation, and the cost to HP, on behalf of which Plaintiffs filed the Action, that would result from extended litigation. Based on their evaluation, and given what Plaintiffs' Counsel believe to be significant benefits conferred upon HP as a result of the Settlement, Plaintiffs and Plaintiffs' Counsel have determined the Settlement is in the best interests of HP and its stockholders and have agreed to settle the Action upon the terms and subject to the conditions set forth herein.

#### **IV. INDIVIDUAL DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY**

The Individual Defendants deny all the allegations made by Plaintiffs in the Action and maintain that their actions at all times were proper. The Individual Defendants have each denied and continue to deny that he or she has committed or attempted to commit any violations of law, any breaches of fiduciary duty owed to HP and/or its stockholders, or any wrongdoing whatsoever, and expressly maintain, that at all relevant times, he or she acted in good faith and in a manner that he or she reasonably believed to be in the best interests of HP and its stockholders. The Individual Defendants further deny that Plaintiffs, HP, or its stockholders suffered any damage or were harmed as a result of any act, omission, or conduct by the Individual Defendants as alleged in the Action or otherwise. The Individual Defendants further assert, among other things, that Plaintiffs lack standing to litigate derivatively on behalf of HP because Plaintiffs have not yet pleaded, and cannot properly plead, that a demand on the Board would be futile.

While Individual Defendants remain confident that the Court would ultimately hold Plaintiffs' claims in the Action to be meritless, Defendants recognize the significant risks, expenses, and duration of continued proceedings to defend against the claims made in the Action

through discovery, trial(s), and possible appeal(s). Defendants, therefore, are entering into this Settlement to eliminate the uncertainty, distraction, disruption, burden, risk, and expense of further litigation, and believe that the Settlement is in the best interest of the Company and its stockholders.

Pursuant to the terms set forth below, this Stipulation (including the exhibits and appendices hereto) shall in no event be construed as, or deemed to be evidence of, an admission or concession by the Individual Defendants with respect to any claim of fault, liability, wrongdoing, or damage.

## **V. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT**

IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs (for themselves and derivatively on behalf of HP), the Individual Defendants, and HP, each by and through their respective attorneys of record, that in exchange for the consideration set forth below and the benefits flowing to the Parties from the Settlement, and subject to the approval of the Court, the Action and the Released Claims shall be fully, finally, and forever compromised, settled, discharged, relinquished, and released, and the Action shall be dismissed with prejudice as to all Defendants and claims, with full preclusive effect, as to all Parties, upon and subject to the terms and conditions of the Stipulation, as set forth below.

### **1. Settlement Consideration**

1.1 In consideration of the Settlement and the releases provided therein, and subject to the terms and conditions of this Stipulation, the Parties agree that the Company will implement and maintain certain management and governance measures, including: (i) enhancements to the Ethics & Compliance Committee's Charter and membership requirements; (ii) enhancements to the Disclosure Committee's Charter and membership requirements; (iii) commitments to effective Internal Audit and Compliance programs; (iv) commitments to properly

resource key internal programs; and (v) continuing HP’s practice of explaining at the outset of earnings calls that references to “channel inventory” address data from Tier 1 partners only. A complete list and detailed description of the Reforms, which HP has agreed to maintain, is attached hereto as Exhibit E.

1.2 The Reforms shall be in place no later than twelve (12) months following entry of Judgment substantially in the form of Exhibit F and be maintained for a period of not less than four (4) years following entry of Judgment substantially in the form of Exhibit F (the “Commitment Period”).<sup>1</sup>

1.3 Defendants acknowledge that the enhancements to HP’s risk management structure are in direct response to the events at issue in the complaints filed in the Action and that the commencement and settlement of the Action were a material cause of the Reforms.

## **2. Procedure for Implementing the Settlement**

2.1 Within fourteen (14) calendar days of the last party’s execution of this Stipulation, Plaintiffs’ Counsel shall submit the Stipulation together with its exhibits to the Court and file a motion for preliminary approval of settlement, requesting, among other things: (i) preliminary approval of the Settlement set forth in this Stipulation and entry of a Preliminary Approval Order substantially in the form attached as Exhibit A hereto; (ii) approval of the method of providing notice to HP stockholders and approval of the forms of Notice, Summary Notice, and Postcard attached as Exhibits B, C, and D hereto; and (iii) a date for the Settlement Hearing. Plaintiffs’ Counsel shall subsequently prepare and file the motion for final approval of the settlement.

2.2 Within thirty (30) calendar days of the Court’s entry of the Preliminary

---

<sup>1</sup> Subject to the caveat that the reforms may be modified or eliminated to the extent necessary to comply with applicable laws, regulations, exchange rules, best practices, the requirements of institutional investors, or the Board’s determination of what is in the best interests of the Company following a material, unforeseen change.

Approval Order, HP shall make a good faith effort to: (i) cause the Postcard Notice, substantially in the form of Exhibit D to the Stipulation, to be emailed or mailed to all stockholders of record and to its notice administrator's list of brokers and other nominees with instructions to forward to all beneficial owners; (ii) cause the Summary Notice to be published in *Investor's Business Daily*, substantially in the form of Exhibit C to the Stipulation; and (iii) post the Notice, substantially in the form of Exhibit B to the Stipulation, and Stipulation on a settlement website until the Judgment becomes Final. HP or its insurers shall be responsible for the costs of all stockholder notices ordered by the Court pursuant to Rule 23.1 of the Federal Rules of Civil Procedure. At least seven (7) calendar days prior to the Settlement Hearing, HP's counsel shall file with the Court an affidavit or declaration regarding HP's compliance with the above-listed notice procedures.

2.3 The Parties believe the content and manner of dissemination of the Notice, Summary Notice, and Postcard Notice, as set forth in the prior paragraph, constitutes adequate and reasonable notice to Current HP Stockholders pursuant to applicable law and due process.

2.4 The Parties agree to request that the Court hold a hearing not less than sixty (60) days after the date on which notice shall be given in Paragraph 2.2 for the Court to consider and determine whether the Judgment, substantially in the form of Exhibit F hereto, should be entered: (i) approving the terms of the Settlement as fair, reasonable, adequate, and in the best interests of HP and its stockholders; (ii) dismissing with prejudice the Action and the Released Claims as defined in the Stipulation; and (iii) ruling upon Plaintiffs' Counsel's request for approval of the Fee and Expense Amount.

2.5 Pending the Effective Date, the Parties agree that the Action should remain stayed pending Settlement approval. Plaintiffs and Defendants agree not to request that the Court lift the stay pending Settlement approval, except to the extent necessary for the Court to consider the proposed Settlement terms and/or to dismiss the Action. If the Court seeks to *sua sponte* lift

the stay in the Action prior to the Stipulation and motion for preliminary approval being filed with the Court, or while the Settlement is pending before the Court, Plaintiffs and Defendants agree to cooperate in good faith to attempt to continue the stay of the Action pending Settlement approval or dismissal of the Action.

### **3. Fee and Expense Amount**

3.1 Defendants acknowledge that the enhancements to HP's risk management structure are in direct response to the events at issue in the derivative complaints and that the commencement and settlement of the derivative actions were a material cause of changes identified in the settlement. After the Parties had agreed on all other material substantive terms of the Settlement, Plaintiffs' Counsel and Defendants' Counsel negotiated in good faith regarding the maximum amount of attorneys' fees and expenses that Defendants will agree, subject to approval of the Court, to pay to Plaintiffs' Counsel (the "Fee and Expense Amount"). Plaintiffs' Counsel and Defendants' counsel certify that there was no negotiation pertaining to Plaintiffs' Counsel's claimed fees or expenses prior to the Parties' agreement on the Reforms outlined above and in Exhibit E, and that any potential court order(s) relating to Plaintiffs' Counsel's claimed fees or expenses will not affect the binding nature of the material substantive terms of the Settlement.

3.2 Plaintiffs' Counsel and Defendants' counsel negotiated for a single, maximum Fee and Expense Amount that encompasses all of Plaintiffs' attorneys' claimed fees and expenses in the Action. That maximum agreed-upon Fee and Expense Amount is \$625,000.00 USD. If the Fee and Expense Amount (or a reduced amount) is approved by the Court, Plaintiffs' Counsel will allocate the Fee and Expense Amount amongst Plaintiffs' Counsel in the Action, subject to the provisions in Paragraph 3.3 below. All Plaintiffs and their counsel agree not to seek any fees or expenses related to the Action through any other proceeding.

3.3 Defendants shall have no responsibility for, and no liability whatsoever with

respect to, the allocation amongst Plaintiffs' Counsel of any Fee and Expense amount that may be awarded by the Court. Plaintiffs' Counsel shall designate a single, joint-signature escrow account into which any Fee and Expense Amount shall be paid. Once HP has paid (or caused to be paid) any Fee and Expense Amount into that designated account, any responsibility or liability that Defendants may have relating to or arising from any Fee and Expense Amount shall terminate.

3.4 Defendants shall not be required to remit any Fee and Expense Amount until thirty (30) calendar days after the Judgment has been entered and the Fee and Expense Amount has been awarded by the Court and Plaintiffs provide complete payment information, including name and address of payee, 2025 IRS Form W-9 for the payment account, and name of a contact to obtain verbal confirmation of the payment instructions. Defendants shall be permitted to satisfy any obligation to pay any Fee and Expense Award by payment via check. If the Court's approval of the Settlement or of any Fee and Expense Amount is reversed on appeal, Plaintiffs' Counsel shall return the entire Fee and Expense Amount within thirty (30) calendar days of the decision reversing final approval.

3.5 The Court's decision granting, in whole or in part, any request by Plaintiffs' Counsel for approval of the Fee and Expense Award is not a condition of the Stipulation or to entry of the Judgment. The request by Plaintiffs' Counsel for approval of the Fee and Expense Amount is to be considered by the Court separately from consideration of whether the Settlement is fair, reasonable, adequate, and in the best interests of HP and its stockholders. Any orders or proceedings relating to any request for approval of the Fee and Expense Amount, or any appeal from any order or proceedings relating thereto, shall not affect the validity or Finality of the Settlement, operate to terminate or cancel the Stipulation, and/or affect or delay either the Effective Date or the Finality of the Judgment approving the Settlement.

3.6 Except as otherwise provided herein or except as provided pursuant to

indemnification or insurance rights, each of the Parties shall bear his, her, or its own costs, expenses, and attorneys' fees.

#### **4. Releases**

4.1 Upon the Effective Date, HP, Plaintiffs (acting on their own behalf and/or derivatively on behalf of HP), and any Person acting (or purporting to act) derivatively on behalf of HP shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, discharged, and dismissed with prejudice the Released Stockholder Claims (including Unknown Claims) against the Released Defendant Persons, and shall be forever barred and enjoined from asserting any Released Stockholder Claim against any Released Defendant Person.

4.2 Upon the Effective Date, each of the Individual Defendants and HP shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Released Defendant Claims (including Unknown Claims) against the Released Stockholder Persons, and shall be forever barred and enjoined from asserting any Released Defendant Claims against any Released Stockholder Person.

4.3 Notwithstanding §V.5, ¶¶ 5.1 through 5.2 below, nothing in the Stipulation or the Judgment shall provide a release of any claims to enforce this Stipulation, the Settlement, or the Judgment or bar any action by any Party to enforce the terms of the Stipulation, the Settlement, or the Judgment. In addition, nothing in §V.5, ¶¶ 5.1 through 5.2 above is intended to release any rights to indemnification, insurance coverage, or advancement of expenses that any Released Person has or may have under any insurance policy, contract, bylaw, or charter provision, or under Delaware law, including, but not limited to, any rights any Released Person has or may have related to any pending or threatened civil or government proceedings.

## 5. Conditions of Settlement

5.1 The Effective Date of the Settlement shall be the date on which all the following events have occurred:

- a. approval of the Settlement by the Court at or after the Settlement Hearing following notice to Current HP Stockholders as set forth in Paragraph 2.2;
- b. entry of the Judgment, in all material respects in the form set forth as Exhibit F annexed hereto, approving the Settlement, without awarding costs to any party, except as provided herein, dismissing the Action with prejudice, and releasing the Released Persons from the Released Claims; and
- c. the Judgment becomes Final.

5.2 If any of the conditions specified above in Paragraph 5.1 are not met, then the Stipulation shall be cancelled and terminated, unless all the Parties agree in writing to proceed with the Stipulation. If for any reason the Effective Date of this Stipulation does not occur, or if this Stipulation is in any way canceled, terminated, or fails to become Final in accordance with its terms: (i) all Parties and Released Persons shall be restored to their respective positions prior to execution of this Stipulation; (ii) all releases delivered in connection with the Stipulation shall be null and void, except as otherwise provided for in the Stipulation; (iii) any Fee and Expense Amount awarded by the Court shall not be paid or, if already paid, shall be refunded to the escrow account in accordance with Paragraph 3.4; and (iv) all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice to the Parties, shall not be deemed or construed to be an admission by any of the Parties of any act, matter, or proposition, and shall not be used or referred to in any manner for any purpose (other than to enforce the terms remaining in effect) in any subsequent proceeding in the Action or in any other action or proceeding. In such event, the terms and provisions of this Stipulation (other than those

set forth in Paragraphs I(a)–(g), 5.2, 6.7, and 6.10) shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose.

5.3 No court order, modification, or reversal on appeal of any court order concerning any Fee and Expense Amount or interest awarded by a court to Plaintiffs' Counsel shall constitute grounds for cancellation or termination of the Stipulation, affect the enforceability of the Stipulation, or delay or preclude the Judgment from becoming Final.

## **6. Miscellaneous Provisions**

6.1 The Parties: (i) acknowledge that it is their intent to consummate the Settlement; and (ii) agree to act in good faith and cooperate to take all reasonable and necessary steps to expeditiously implement the terms and conditions of the Settlement set forth in this Stipulation.

6.2 The Parties intend this Settlement to be a final and complete resolution of all disputes between them arising out of, based upon, or related to the Action and the Released Claims. The Settlement addresses claims that are contested and shall not be deemed an admission by any Party as to the merits of any claim, allegation, or defense. The Parties and their respective undersigned counsel agree that during the course of the litigation, each has complied with the requirements of the applicable laws and court rules. The Parties agree that the Released Claims are being settled voluntarily after consultation with experienced legal counsel who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

6.3 The Parties agree that the terms of the Settlement were negotiated in good faith by the Parties. The Parties will request that the Judgment contain a finding that during the Action, the Parties and their respective undersigned counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11 and all other similar rules of professional conduct. The Parties reserve their right to rebut, in a manner that the Parties determine to be

appropriate, any contention made in any public forum that the Action were brought or defended in bad faith or without a reasonable basis.

6.4 In the event that any other disputes arise, prior to the time that Judgment is entered by the Court, that are related to the terms of this Stipulation, any of its exhibits, or the Settlement more generally, or the presentation of the Settlement to the Court for approval, including, but not limited to, allocation of any Fee and Expense Amount, the relevant Parties shall mediate the dispute with a mediator. In the event any dispute(s) cannot be resolved through mediation, such dispute(s) shall be resolved by a mediator by final, binding, and non-appealable arbitration.

6.5 Each of the Individual Defendants expressly denies and continues to deny all allegations of wrongdoing or liability against itself, himself, or herself arising out of or relating to any conduct, statements, acts, or omissions alleged, or which could have been alleged, in the Action. Each of the Individual Defendants reserves the right to rebut any and all allegations of breach of fiduciary duty, wrongdoing, or liability, whatsoever, against himself, herself, or itself.

6.6 With respect to any other action that is not listed above as the Action and that is later filed in any state or federal court asserting claims that are related to the subject matter of the Action prior to final approval of the Settlement, Plaintiffs shall cooperate regarding supporting documentation as is reasonably requested by Defendants in order to obtain the dismissal, stay, or withdrawal of such related litigation, including where appropriate joining in any motion to dismiss or stay such litigation.

6.7 Neither the Stipulation (including any exhibits attached hereto) nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (i) is or may be deemed to be or may be offered, attempted to be offered, or used or referred to in any way by the Parties as a presumption, a concession, an

admission, or evidence of any fault, wrongdoing, or liability of any of the Parties or of the validity of any Released Claims; or (ii) is or may be deemed to be or may be used as a presumption, concession, admission, or evidence of any liability, fault, or omission of any of the Released Persons in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Neither this Stipulation nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Stipulation or the Settlement, shall be admissible in any proceeding for any purpose, except to enforce the terms of the Settlement, and except that the Released Persons may file the Stipulation and/or the Judgment in any action or proceeding that may be brought against them to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, full faith and credit, release, standing, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

6.8 All designations and agreements made and orders entered during the course of the Action, relating to the confidentiality of documents or information shall survive this Settlement. Nothing in this Stipulation, or the negotiations relating thereto, is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including, without limitation, the attorney-client privilege, the joint defense privilege, or work product protection.

6.9 The Stipulation and the exhibits attached hereto constitute the entire agreement among the Parties with respect to the Settlement, and supersede any and all prior negotiations, discussions, agreements, or undertakings, whether oral or written, with respect to such matters. The Parties expressly acknowledge that, in entering this Stipulation, they are not relying upon any statements, representations, or warranties by any Party except as expressly set forth herein. Plaintiffs and HP agree that they intend to confer on all Released Defendant Persons the benefit of all releases and other protections set forth in Paragraph 4.1 above. Defendants agree

that they intend to confer on all Released Stockholder Persons the benefit of all releases and other protections set forth in Paragraph 4.2 above. The Parties agree that each of the Released Persons who is not a Party is an express third-party beneficiary of those releases and other protections and is entitled to enforce the terms of those releases and other protections to the same extent that such Released Persons who are not Parties could enforce such terms if they were party to the Stipulation. All provisions in the Stipulation providing that nothing herein shall in any way impair or restrict the rights of any Party to enforce the terms of this Stipulation are agreed to mean additionally that nothing herein shall in any way impair or restrict the rights of any Released Person who is not a Party to enforce the terms of the Stipulation.

6.10 This Stipulation supersedes and replaces any prior or contemporaneous writing, statement, or understanding pertaining to the Action, and no parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which the Stipulation was made or executed.

6.11 It is understood by the Parties that except for matters expressly represented herein, the facts or law with respect to which this Stipulation is entered into may turn out to be other than, or different from, the facts or law now known to each party or believed by such party to be true; each party therefore expressly assumes the risk of facts or law turning out to be different and agrees that this Stipulation shall be in all respects effective and not subject to termination by reason of any such different facts or law.

6.12 The exhibits to the Stipulation are material and integral parts hereof and are fully incorporated herein by this reference.

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

6.14 The Stipulation may be amended or modified only by a written instrument

signed by or on behalf of all Parties or their respective successors-in-interest.

6.15 This Stipulation shall be deemed drafted equally by all Parties hereto.

6.16 The Stipulation and the Settlement shall be binding upon, and inure to the benefit of, the Parties and the Released Persons and their respective successors, assigns, heirs, spouses, marital communities, executors, administrators, trustees in bankruptcy, and legal representatives.

6.17 The Stipulation and the exhibits attached hereto shall be governed by, construed, performed, and enforced in accordance with the laws of the State of California without regard to any state's choice-of-law rules, principles, or policies.

6.18 No representations, warranties, or inducements have been made to any of the Parties concerning the Stipulation or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

6.19 Plaintiffs represent and warrant that they have not assigned or transferred or attempted to assign or transfer, to any Person any Released Claim or any portion thereof or interest therein.

6.20 Any failure by any party to this Stipulation to insist upon the strict performance by any other party of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Stipulation to be performed by such other party.

6.21 If any portion of the Settlement is found to be unlawful, void, unconscionable, or against public policy by a court of competent jurisdiction, the remaining terms and conditions of the Settlement shall remain intact.

6.22 If there exists a conflict or inconsistency between the terms of this

Stipulation and the terms of any exhibits hereto, the terms of this Stipulation shall prevail.

6.23 Each counsel or other Person executing the Stipulation or its exhibits on behalf of any of the Parties hereby warrants that such Person has the full authority to do so.

6.24 The Stipulation may be executed in one or more counterparts, each of which so executed shall be deemed to be an original and such counterparts together constitute one and the same Stipulation. The Parties agree that signatures submitted through facsimile or by e-mailing .PDF files or signed using DocuSign or signed using electronic signatures shall constitute original and valid signatures. A complete set of executed counterparts shall be filed with the Court.

6.25 The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Stipulation, and, except as otherwise provided herein, the Parties and their undersigned counsel submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Stipulation.

6.26 Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation, provided that such extensions do not conflict with a court order.

IN WITNESS WHEREOF, the Parties hereto have caused the Stipulation to be executed, by their duly authorized attorneys.

**IT IS HEREBY AGREED** by the undersigned as of April 22, 2026.

Dated: April 22, 2026

By: Correy A. Suk

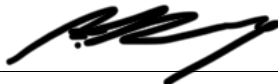
**LEVI & KORSINSKY, LLP**

Correy A. Suk  
Gregory M. Nespole  
33 Whitehall Street, 27th Floor  
New York, NY 10004  
Telephone: (212) 363-7500  
Email: csuk@zlk.com  
Email: gnespole@zlk.com

Adam M. Apton  
1160 Battery Street, Suite 100 - #3425  
San Francisco, CA 94111  
Telephone: (415) 373-1671  
Email: [aapton@zlk.com](mailto:aapton@zlk.com)

*Counsel for Plaintiff Scott Franklin*

Dated: April 22, 2026

By: 

**BRIAN MURRAY LAW PLLC**

Brian P. Murray (admitted *pro-hac-vice*)  
750 E. Main St, Suite 620  
Stamford, CT 06902  
Telephone: (203) 246-2368  
Email: bmurray@brianmurraylaw.com

**ROWLEY LAW PLLC**

Shane Rowley  
Danielle Rowland Lindahl  
50 Main Street, Suite 1000  
White Plains, NY 10606  
Telephone: (914) 400-1920  
Email: srowley@rowleylawpllc.com

*Counsel for Plaintiff Gerald Lovoi*

Dated: April 22, 2026

By:  \_\_\_\_\_

**GIBSON, DUNN & CRUTCHER LLP**

Lissa M. Percopo  
1700 M Street, N.W.,  
Washington, D.C. 20036-4504  
Telephone: 202.887.3770  
Facsimile: 202.530.9528  
LPercopo@gibsondunn.com

Brian M. Lutz  
One Embarcadero Center, Suite 2600  
San Francisco, CA 94105-0921  
Telephone: 415.393.8200  
Facsimile: 415.393.8306  
BLutz@gibsondunn.com

*Counsel for Defendants*

# **EXHIBIT A**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

IN RE HP INC. DERIVATIVE LITIGATION

This Document Relates To:  
All Actions

Lead Case No. 4:21-cv-04805-JSW

(Consolidated with Case No. 4:22-cv-00254-JSW)

**PRELIMINARY APPROVAL ORDER**

WHEREAS, Plaintiffs having made an application, pursuant to Federal Rule of Civil Procedure 23.1(c), for an order preliminarily approving the Settlement of pending litigation, in accordance with a Stipulation and Agreement of Settlement dated April 22, 2026, which, together with the Exhibits thereto, sets forth the terms and conditions for a proposed Settlement of litigation between the Parties and for dismissal of the litigation against the Defendants and their Related Persons with prejudice upon the terms and conditions set forth therein; and the Court having read and considered the Stipulation and Exhibits thereto,

NOW, THEREFORE, IT IS HEREBY ORDERED this \_\_\_ day of \_\_\_\_\_, 2026, that:

1. Except for any terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Order.

2. The Settlement Hearing shall be held on \_\_\_\_\_, 2026 (a date that is at least ninety (90) days from the date of this Order) at \_\_\_:\_\_\_ in the United States Federal District Court for the Northern District of California, to:

a) determine whether Judgment should be entered pursuant to the Stipulation;

- b) determine whether the Settlement should be approved by the Court as fair, reasonable, adequate, and in the best interests of HP Inc. (“HP”) and its stockholders;
- c) consider the request for approval of the agreed amount of attorneys’ fees and expenses to be paid to Plaintiffs’ Counsel; and
- d) rule on such other matters as the Court may deem appropriate.

3. The Court reserves the right to adjourn the Settlement Hearing or any adjournment thereof, including the consideration of the request for approval of the agreed amount of attorneys’ fees and expenses, without further notice of any kind other than oral announcement at the Settlement Hearing or any adjournment thereof, and retains jurisdiction over the litigation to consider all further applications arising out of or connected with the proposed Settlement.

4. The Court reserves the right to approve the Settlement at or after the Settlement Hearing with such modification(s) to the Stipulation as may be consented to by the Parties and without further notice to HP’s current stockholders.

5. Within thirty (30) calendar days after the date of this Order, HP shall make a good faith effort to: (i) cause the Postcard Notice, substantially in the form of Exhibit D to the Stipulation, to be emailed or mailed to all stockholders of record and to its notice administrator’s list of brokers and other nominees with instructions to forward to all beneficial owners; (ii) cause the Summary Notice to be published in *Investor’s Business Daily*, substantially in the form of Exhibit C to the Stipulation; and (iii) post the Notice, substantially in the form of Exhibit B to the Stipulation, and Stipulation on a settlement website until the Judgment becomes Final.

6. The form and method of notice herein is the best notice practicable, constitutes due and sufficient notice of the Settlement Hearing to all persons entitled to receive such a notice, and meets the requirements of Rule 23.1 of the Federal Rules of Civil Procedure. Counsel for HP shall,

at least seven (7) calendar days before the Settlement Hearing, file with the Court an affidavit or declaration with respect to the preparation and dissemination of the notice of the Settlement to current stockholders of HP.

7. All proceedings in the litigation, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, are hereby stayed and suspended until further order of this Court. Pending final determination of whether the Settlement should be approved, no Plaintiff, directly or derivatively on behalf of HP, or other HP stockholder, derivatively on behalf of HP, may commence or prosecute against any of the Released Persons any action or proceeding in any court, tribunal, or jurisdiction asserting any of the Released Claims.

8. Any person who objects to the Settlement, the Judgment to be entered in the litigation, and/or Plaintiffs' Counsel's request for approval of the agreed amount of attorneys' fees and expenses, or who otherwise wishes to be heard, may appear in person or by counsel at the Settlement Hearing and request leave of the Court to present evidence or argument that may be proper and relevant; provided, however, that, except by order of the Court for good cause shown, no person shall be heard and no papers, briefs, pleadings, or other documents submitted by any person shall be considered by the Court unless, not later than twenty-one (21) calendar days prior to the Settlement Hearing, such person files with the Court and serves upon counsel listed below: (a) a written notice of intention to appear; (b) proof of current ownership of HP stock, as well as documentary evidence of when such stock ownership was acquired; (c) a statement of such person's objections to any matters before the Court, including the Settlement, the Judgment to be entered in the litigation, and/or Plaintiffs' Counsel's request for approval of the agreed amount of attorneys' fees and expenses; (d) the grounds for such objections and the reasons that such person desires to appear and be heard, as well as all documents or writings such person desires the Court to consider; (e) a description of any case, providing the name, court, and docket number, in which

the objector or his or her attorney, if any, has objected to a settlement in the last three years; and  
(f) a proof of service signed under penalty of perjury. Such filings shall be served electronically via the Court's ECF filing system, by hand, or by overnight mail upon the following counsel:

***Plaintiffs' Counsel:***

Correy A. Suk  
LEVI & KORSINSKY, LLP  
33 Whitehall Street, 27th Floor  
New York, NY 10004

Brian P. Murray  
BRIAN MURRAY LAW PLLC  
750 E. Main St, Suite 620  
Stamford, CT 06902  
Telephone: (203) 246-2368  
Email: bmurray@brianmurraylaw.com

Shane Rowley  
Danielle Rowland Lindahl  
ROWLEY LAW PLLC  
50 Main Street, Suite 1000  
White Plains, NY 10606

***Defendants' Counsel:***

Lissa M. Percopo  
GIBSON, DUNN & CRUTCHER LLP  
1700 M Street, N.W.,  
Washington, D.C. 20036

Brian M. Lutz  
GIBSON, DUNN & CRUTCHER LLP  
One Embarcadero Center, Suite 2600  
San Francisco, CA 94105

9. Unless the Court otherwise directs, no person shall be entitled to object to the approval of the Settlement, any judgment entered thereon, and/or any award of attorneys' fees and expenses, or otherwise be heard, except by serving and filing a written objection and supporting papers and documents as prescribed above. Any person who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this or any other action or proceeding. If the Court

approves the Settlement provided for in the Stipulation following the Settlement Hearing, Judgment shall be entered substantially in the form attached as Exhibit F to the Stipulation.

10. Plaintiffs shall serve and file their opening brief and papers in support of final approval of the Settlement and their application for attorneys' fees and expenses no later than thirty-five (35) calendar days before the Settlement Hearing. Any party's objection to Plaintiffs' Counsel's motion for final approval of the Settlement and/or request for attorneys' fees and expenses shall be filed and served no later than twenty-one (21) calendar days before the Settlement Hearing. Any briefs in response to any objection(s) to either the Settlement or Plaintiff's Counsel's request for approval of the agreed amount of attorneys' fees and expenses shall be served and filed no later than seven (7) calendar days before the Settlement Hearing.

11. If the Settlement, including any amendment thereof made in accordance with the Stipulation, is not approved by the Court or shall not become effective for any reason whatsoever, the Settlement (including any modification thereof made with the consent of the Parties as provided for in the Stipulation) and any actions taken or to be taken in connection therewith (including this Order and any judgment entered herein) shall be terminated and shall become void and of no further force and effect, except for the obligation of HP to pay for any expense incurred in connection with the Notice and administration provided for by this Preliminary Approval Order. In that event, neither the Stipulation, nor any provision contained in the Stipulation, nor any action undertaken pursuant thereto, nor the negotiation thereof by any Party, shall be deemed an admission or received as evidence in this or any other action or proceeding. For purposes of this provision, a disallowance or modification by the Court of the attorneys' fees and/or expenses sought by Plaintiffs' Counsel shall not be deemed an amendment, modification, or disapproval of the Settlement or the Judgment.

12. The Stipulation and any negotiations, statements, or proceedings in connection therewith, shall not be construed or deemed evidence of, a presumption of, concession of, or admission of any fault, liability, or wrongdoing as to any facts or claims alleged or asserted in the litigation or otherwise, or that Plaintiffs or Plaintiffs' Counsel, or any present or former stockholders of the Company, or any other person, has suffered any damage attributable in any manner to any of the Released Persons. The Stipulation and any negotiations, statements, or proceedings in connection therewith, shall not be offered or admitted in evidence or referred to, interpreted, construed, invoked, or otherwise used by any person for any purpose in the litigation or otherwise, except as may be necessary to enforce or obtain Court approval of the Settlement.

IT IS SO ORDERED.

Date: \_\_\_\_\_

\_\_\_\_\_  
Honorable Jeffrey S. White  
United States District Judge

# **EXHIBIT B**

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

IN RE HP INC. DERIVATIVE LITIGATION	Lead Case No. 4:21-cv-04805-JSW
This Document Relates To: All Actions	(Consolidated with Case No. 4:22-cv-00254-JSW)

**NOTICE OF PENDENCY AND PROPOSED  
SETTLEMENT OF CONSOLIDATED DERIVATIVE ACTION**

**TO: ALL PERSONS AND ENTITIES THAT CURRENTLY HOLD HP INC. COMMON STOCK AS OF APRIL 22, 2026.**

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.** This Notice relates to a proposed settlement (“Settlement”) of the following actions purportedly brought derivatively on behalf of HP Inc. (“HP” or the “Company”): *Franklin v. Weisler, et al.*, Case No. 4:21-cv-04805-JSW (N.D. Cal.) and *Lovoi v. Weisler, et al.*, Case No. Case 4:22-cv-00254-JSW (N.D. Cal.), consolidated as *In re HP Inc. Deriv. Litig.*, Lead Case No. 4:21-cv-04805-JSW (N.D. Cal.) (together, the “Action”). If the Court approves the proposed Settlement, you, HP, and all Current HP Stockholders will be forever barred from contesting the fairness, adequacy, and reasonableness of the proposed Settlement and from pursuing the Released Stockholder Claims.

**Any Current HP Stockholders who object to the Settlement, the Judgment to be entered in the Action, and/or Plaintiffs’ Counsel’s application for attorneys’ fees and expenses, or who otherwise wishes to be heard at the Settlement Hearing must send any objections in writing to Plaintiffs’ Counsel and Counsel for Defendant by \_\_\_\_\_, 2026.**

All capitalized terms used in this Notice that are not otherwise defined herein have the meanings provided in the Stipulation and Agreement of Settlement entered into on April 22, 2026 (“Stipulation”), by and among the following: (1) Gerald Lovoi and Scott Franklin (the “Plaintiffs”); (2) current and former officers of HP and members of the Board of Directors of HP (the “Board”): Dion J. Weisler, Catherine A. Lesjak, Enrique Lores, Tracy S. Keogh, Aida Alvarez, Shumeet Banerji, Robert R. Bennett, Charles “Chip” V. Bergh, Stacy Brown-Philpot, Stephanie A. Burns, Mary Ann Citrino, Stacey Mobley, Subra Suresh, Carl Bass, Rajiv Gupta, and Margaret C. Whitman (collectively, the “Individual Defendants”); and (3) nominal defendant HP (and together with the Individual Defendants, the “Defendants”). Plaintiffs and Defendants are collectively referred to herein as the “Parties.”

**THIS NOTICE PROVIDES ONLY A SUMMARY OF THE MATERIAL TERMS OF THE SETTLEMENT AND RELEASES.** You can obtain more information by reviewing the Stipulation, which is available at [www.HPDerivativeSettlement.com](http://www.HPDerivativeSettlement.com).

**PLEASE NOTE THAT NO STOCKHOLDER HAS THE RIGHT TO BE INDIVIDUALLY COMPENSATED AS A RESULT OF THE SETTLEMENT DESCRIBED BELOW. THERE IS NO CLAIMS PROCESS IN CONNECTION WITH THIS SETTLEMENT. STOCKHOLDERS ARE NOT REQUIRED TO TAKE ANY ACTION IN RESPONSE TO THIS NOTICE.**

**IF YOU HOLD THE STOCK OF HP FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO SUCH BENEFICIAL OWNER.**

**A federal court authorized this Notice. This is not a solicitation from a lawyer.**

**PURPOSE OF THIS NOTICE**

1. The purpose of this Notice is to explain the Action, the terms of the proposed Settlement, and how the proposed Settlement affects current HP stockholders' legal rights. This Notice is issued pursuant to an Order of the United States District Court for the Northern District of California (the "Court") dated \_\_\_\_\_, 2026 ("Preliminary Approval Order"), and further pursuant to the requirements of the Federal Rules of Civil Procedure, including Rule 23.1.

2. The Court will hold a hearing (the "Settlement Hearing") on \_\_\_\_\_, 2026 at \_\_\_\_:\_\_, at the United States District Court for the Northern District of California, Courtroom 5, Ronald V. Dellums Federal Building & United States Courthouse, 1301 Clay Street, Oakland, CA 94612 to consider whether the Judgment, substantially in the form of Exhibit F to the Stipulation, should be entered:

(i) approving the terms of the Settlement as fair, reasonable, adequate, and in the best interests of HP and its stockholders;

(ii) dismissing with prejudice the Released Claims pursuant to the terms of the Stipulation; and

(iii) ruling upon Plaintiffs' Counsel's request for approval of the agreed amount of attorneys' fees and expenses to be paid to Plaintiffs' Counsel.

3. You have a right to participate in the Settlement Hearing.

4. This Notice describes the rights you may have in the Action and pursuant to the Stipulation and what steps you may take, but are not required to take, in relation to the Settlement.

**BACKGROUND OF THE SETTling MATTERS**

**Factual Background**

5. The Settlement resolves the claims asserted in the Action, which alleged breaches of fiduciary duty, among other claims, against certain current and former officers and directors of HP by, among other things, causing the Company to make allegedly false and misleading statements to the public.

6. The Individual Defendants deny the allegations made by Plaintiffs in the Action.

**The Actions**

7. In mid-2021, Plaintiffs filed their respective actions on behalf of nominal defendant HP, alleging, *inter alia*, breaches of fiduciary duty against the Individual Defendants for allegedly causing the Company to issue allegedly false and misleading statements to the public, which allegedly resulted in harm to HP. The actions were consolidated in the United States District Court for the Northern District of California into a single Action captioned *In re HP Inc. Deriv. Litig.*, Lead Case No. 4:21-cv-04805-JSW (N.D. Cal.), and the Action was stayed pending a decision on summary judgment in a related securities class action.

**Settlement Negotiations**

8. Plaintiffs' Counsel engaged in extensive settlement negotiations with Defendants'

Counsel, over the course of several months.

9. On May 5, 2025, Plaintiffs' Counsel sent a settlement demand to Defendants' Counsel, proposing, *inter alia*, certain enhancements to corporate governance at HP to address claims made in the Action. Settlement discussions continued through January 2026, with the Parties exchanging several draft settlement proposals and counterproposals.

10. On January 6, 2026, the Parties reached a final agreement regarding certain corporate governance reforms to be undertaken by the Company and signed a term sheet for the settlement. The final agreed-upon corporate governance reforms are set forth in Exhibit E (the "Reforms").

11. After reaching an agreement in principle, Plaintiffs and Defendants engaged in negotiations regarding the matter of attorneys' fees and expenses. The parties reached an agreement on the maximum total amount of attorneys' fees and expenses that Defendants would agree to pay for all Plaintiffs in the Action, subject to court approval.

12. The Parties subsequently reached a definitive agreement to settle the Action, upon the terms and conditions set forth in the Stipulation, dated April 22, 2026.

13. On \_\_\_\_\_, 2026, the Court entered the Preliminary Approval Order in connection with the Settlement that, among other things, preliminarily approved the Settlement, authorized this Notice to be provided to Current HP Stockholders, and scheduled the Settlement Hearing to consider whether to grant final approval of the Settlement and Plaintiffs' Counsel's request for approval of attorneys' fees and expenses.

### **TERMS OF THE SETTLEMENT**

14. In consideration of the Settlement and the releases provided therein, and subject to the terms and conditions of the Stipulation, the Parties have agreed to the following settlement consideration for HP.

15. In consideration of the Settlement and the releases provided therein, and subject to the terms and conditions of the Stipulation, the Parties agree that the Company will implement and maintain certain management and governance measures, including: (i) enhancements to the Ethics & Compliance Committee's Charter and membership requirements; (ii) enhancements to the Disclosure Committee's Charter and membership requirements; (iii) commitments to HP's Internal Audit and Compliance programs; (iv) commitments to properly resource key internal programs; and (v) continuing HP's practice of explaining at the outset of earnings calls that references to "channel inventory" address data from Tier 1 partners only. A complete list and detailed description of the Reforms, which HP has agreed to maintain, is attached as Exhibit E to the Stipulation.

16. The Reforms shall be in place no later than twelve (12) months following entry of the Final Judgment substantially in the form of Exhibit F and be maintained for a period of not less than four (4) years following entry of the Final Judgment.

17. Plaintiffs' Counsel believe that the claims asserted in the Action have merit and that their investigation of the evidence supports the claims asserted. Without conceding the merit of any of the Individual Defendants' defenses, and in light of the benefits of the Settlement as well as to avoid the potentially protracted time, expense, and uncertainty associated with continued litigation, including potential trial(s) and appeal(s), Plaintiffs and Plaintiffs' Counsel have concluded that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in the Stipulation.

18. Plaintiffs and Plaintiffs' Counsel recognize the significant risk, expense, and

length of continued proceedings necessary to prosecute the Action against the Individual Defendants through trial(s) and through possible appeal(s). Plaintiffs' Counsel have also considered the uncertain outcome and the risk of any litigation, especially complex litigation such as the Action, the difficulties and delays inherent in such litigation, and the cost to HP, on behalf of which Plaintiffs filed the Action, that would result from extended litigation. Based on their evaluation, and given what Plaintiffs' Counsel believe to be significant benefits conferred upon HP as a result of the Settlement, Plaintiffs and Plaintiffs' Counsel have determined the Settlement is in the best interests of HP and its stockholders and have agreed to settle the Action upon the terms and subject to the conditions set forth in the Stipulation.

19. The Individual Defendants deny all the allegations made by Plaintiffs in the Action and maintain that their actions at all times were proper. The Individual Defendants have each denied and continue to deny that he or she has committed or attempted to commit any violations of law, any breaches of fiduciary duty owed to HP and/or its stockholders, or any wrongdoing whatsoever, and expressly maintain, that at all relevant times, he or she acted in good faith and in a manner that he or she reasonably believed to be in the best interests of HP and its stockholders. The Individual Defendants further deny that Plaintiffs, HP, or its stockholders suffered any damage or were harmed as a result of any act, omission, or conduct by the Individual Defendants as alleged in the Action or otherwise. The Individual Defendants further assert, among other things, that Plaintiffs lack standing to litigate derivatively on behalf of HP because Plaintiffs have not yet pleaded, and cannot properly plead, that a demand on the Board would be futile.

20. While Individual Defendants remain confident that the Court would ultimately hold Plaintiffs' claims in the Action to be meritless, Defendants recognize the significant risks, expenses, and duration of continued proceedings to defend against the claims made in the Action through discovery, trial(s), and possible appeal(s). Defendants, therefore, are entering into this Settlement to eliminate the uncertainty, distraction, disruption, burden, risk, and expense of further litigation, and believe that the Settlement is in the best interest of the Company and its stockholders.

### **RELEASES**

21. Upon the Effective Date, HP, Plaintiffs (acting on their own behalf and/or derivatively on behalf of HP), and any Person acting (or purporting to act) derivatively on behalf of HP shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, discharged, and dismissed with prejudice the Released Stockholder Claims (including Unknown Claims) against the Released Defendant Persons, and shall be forever barred and enjoined from asserting any Released Stockholder Claim against any Released Defendant Person.

22. Upon the Effective Date, HP, Plaintiffs (acting on their own behalf and/or derivatively on behalf of HP), and any Person acting derivatively on behalf of HP, shall be forever barred and enjoined from asserting, commencing, instituting, or prosecuting any of the Released Stockholder Claims against any Released Defendant Person.

23. Upon the Effective Date, each of the Individual Defendants and HP shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Released Defendant Claims (including Unknown Claims) against the Released Stockholder Persons, and shall be forever barred and enjoined from asserting any Released Defendant Claims against any Released Stockholder Person.

24. Upon the Effective Date, each of the Individual Defendants and HP shall be forever barred and enjoined from asserting, commencing, instituting, or prosecuting any of the Released Defendant Claims (including Unknown Claims) against the Released Stockholder Persons.

25. Pending final determination of whether the Settlement should be approved, no Plaintiff, directly or derivatively on behalf of HP, or other HP stockholder, derivatively on behalf of HP, may commence or prosecute against any of the Released Persons any action or proceeding in any court, tribunal, or jurisdiction asserting any of the Released Claims.

26. **THE ABOVE DESCRIPTION OF THE PROPOSED TERMS OF SETTLEMENT AND RELEASES IS A SUMMARY.** The complete terms, including the definitions of the Effective Date, Released Defendant Claims, Released Defendant Persons, Released Stockholder Claims, Released Stockholder Persons, and Unknown Claims, are set forth in the Stipulation, which is available at [www.HPDerivativeSettlement.com](http://www.HPDerivativeSettlement.com).

#### **AGREED FEE AND EXPENSE AMOUNT**

27. After reaching an agreement in principle, Plaintiffs' Counsel and Defendants' Counsel negotiated in good faith regarding the maximum amount of attorneys' fees and expenses that Defendants will agree, subject to approval of the Court, to pay to Plaintiffs' Counsel (the "Fee and Expense Amount"). There was no negotiation pertaining to Plaintiffs' Counsel's claimed fees or expenses prior to the Parties' agreement on the corporate governance reforms outlined above and that any potential court order(s) relating to Plaintiffs' Counsel's claimed fees or expenses will not affect the binding nature of the material substantive terms of the Settlement.

28. Plaintiffs' Counsel and Defendants' Counsel negotiated for a single, maximum Fee and Expense Amount that encompasses all of Plaintiffs' attorneys' claimed fees and expenses in the Action. That maximum agreed-upon Fee and Expense Amount is \$625,000.00 USD. If the Fee and Expense Amount (or a reduced amount) is approved by the Court, Plaintiffs' Counsel will resolve amongst themselves how to allocate the Fee and Expense Amount amongst Plaintiffs' Counsel in the Action. As part of this agreement, Plaintiffs and Plaintiffs' Counsel agree not to seek any fees or expenses related to the Action through any other proceeding.

29. The Court's decision granting, in whole or in part, any request by Plaintiffs' Counsel for approval of the Fee and Expense Award is not a condition of the Stipulation or to entry of the Judgment. The request by Plaintiffs' Counsel for approval of the Fee and Expense Amount is to be considered by the Court separately from consideration of whether the Settlement is fair, reasonable, adequate, and in the best interests of HP and its stockholders. Any orders or proceedings relating to any request for approval of the Fee and Expense Amount, or any appeal from any order or proceedings relating thereto, shall not affect the validity or Finality of the Settlement, operate to terminate or cancel the Stipulation, and/or affect or delay either the Effective Date or the Finality of the Judgment approving the Settlement.

#### **SETTLEMENT HEARING AND RIGHT TO APPEAR AND OBJECT**

30. The Court has scheduled a Settlement Hearing, to be held on \_\_\_\_\_, 2026 at \_\_:\_\_, before the Honorable Judge Jeffrey S. White at the United States District Court for the Northern District of California, Courtroom 5, Ronald V. Dellums Federal Building & United States Courthouse, 1301 Clay Street, Oakland, CA 94612 to consider and determine whether the Judgment should be entered: (i) approving the terms of the Settlement as fair, reasonable, adequate, and in the best interests of HP and its stockholders; (ii) dismissing with prejudice the Released Claims and the Action as defined in the Stipulation; and (iii) ruling upon Plaintiffs' Counsel's request for approval of the Fee and Expense Amount.

31. **Please Note:** The date and time of the Settlement Hearing may change without further written notice to Current HP Stockholders. **To determine whether the date and time of the Settlement Hearing have changed, it is important that you monitor the Court's docket before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing, will be posted to that docket. All papers filed in the Action and the Court's docket are available for review**

via the Public Access to Court Electronic Resources System (“PACER”), available online at <http://www.pacer.gov>.

32. Any person who objects to the Settlement, the Judgment to be entered in the litigation, and/or Plaintiffs’ Counsel’s application for attorneys’ fees and expenses, or who otherwise wishes to be heard, may appear in person or by counsel at the Settlement Hearing and request leave of the Court to present evidence or argument that may be proper and relevant; provided, however, that, except by order of the Court for good cause shown, no person shall be heard and no papers, briefs, pleadings, or other documents submitted by any person shall be considered by the Court unless, not later than twenty-one (21) calendar days prior to the Settlement Hearing, such person mails to counsel listed below: (a) a written notice of intention to appear; (b) proof of current ownership of HP stock, as well as documentary evidence of when such stock ownership was acquired; (c) a statement of such person’s objections to any matters before the Court, including the Settlement, the Proposed Judgment, or Plaintiffs’ Counsel’s request for attorneys’ fees and expenses; (d) the grounds for such objections and the reasons that such person desires to appear and be heard, as well as all documents or writings such person desires the Court to consider; and (e) a description of any case, providing the name, court, and docket number, in which the objector or his or her attorney, if any, has objected to a settlement in the last three years.

***Plaintiffs’ Counsel:***

Correy A. Suk  
LEVI & KORSINSKY, LLP  
33 Whitehall Street, 27th Floor  
New York, NY 10004

Brian P. Murray  
BRIAN MURRAY LAW PLLC  
750 E. Main St., Suite 620  
Stamford, CT 06902

Shane Rowley  
Danielle Rowland Lindahl  
ROWLEY LAW PLLC  
50 Main Street, Suite 1000  
White Plains, NY 10606

***Defendants’ Counsel:***

Lissa M. Percopo  
GIBSON, DUNN & CRUTCHER LLP  
1700 M Street, N.W.,  
Washington, D.C. 20036

Brian M. Lutz  
GIBSON, DUNN & CRUTCHER LLP  
One Embarcadero Center, Suite 2600  
San Francisco, CA 94105

33. Unless the Court otherwise directs, no person shall be entitled to object to the approval of the Settlement, any judgment entered thereon, any award of attorneys’ fees and expenses, or otherwise be heard, except by serving and filing a written objection and supporting

papers and documents as prescribed above. Any person who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this or any other action or proceeding. If the Court approves the Settlement provided for in the Stipulation following the Settlement Hearing, Judgment shall be entered substantially in the form attached as Exhibit F to the Stipulation.

**NOTICE TO PERSONS OR ENTITIES HOLDING OWNERSHIP ON BEHALF OF OTHERS**

34. Brokerage firms, banks and/or other nominees who currently hold shares of common stock of HP are directed promptly to send this Notice to all their respective beneficial owners. If additional copies of the Notice are needed for forwarding to such beneficial owners, they may be obtained by downloading this information at [www.HPDerivativeSettlement.com](http://www.HPDerivativeSettlement.com), or by requesting additional hard copies from JND Legal Administration at the following email address: [HPDSecurities@HPDerivativeSettlement.com](mailto:HPDSecurities@HPDerivativeSettlement.com). Nominees may also send a list of the names, addresses, and/or email addresses of all such beneficial owners to [HPDSecurities@HPDerivativeSettlement.com](mailto:HPDSecurities@HPDerivativeSettlement.com) in which event JND Legal Administration shall promptly mail or email the Notice to such beneficial owners.

**ORDER AND FINAL JUDGMENT OF THE COURT**

35. The Parties will jointly request at the Settlement Hearing that the Court determine and enter the Judgment concluding that the Settlement is fair, reasonable, adequate, and in the best interests of HP and its stockholders. The requested Judgment shall, among other things:

- a. Determine whether the requirements of Rule 23.1 of the Federal Rules of Civil Procedure and due process have been satisfied in connection with this Notice;
- b. Determine whether the Settlement is fair, reasonable, adequate, and in the best interests of HP and its stockholders;
- c. Determine whether the Action should be dismissed with prejudice against all Defendants without costs except as provided in the Stipulation, and whether the Released Claims should be released; and
- d. Determine whether the Fee and Expense Amount should be approved.

**SCOPE OF THIS NOTICE**

36. This Notice does not purport to be a comprehensive description of the Action, the terms of the Settlement, or the Settlement Hearing. For the full details of the Action, the claims and defenses which have been asserted by the Parties, and the terms and conditions of the Settlement, including complete copies of the Stipulation, HP's stockholders are referred to the documents filed with the Court. You or your attorney may examine the court files during regular business hours each business day at the office of the Clerk of the Court, United States District Court, Courtroom 5, Ronald V. Dellums Federal Building & United States Courthouse, 1301 Clay Street, Oakland, CA 94612.

37. If you have questions regarding the Settlement, you may contact Plaintiffs' Counsel:

Correy A. Suk  
LEVI & KORSINSKY, LLP  
33 Whitehall Street, 27th Floor  
New York, NY 10004

Brian P. Murray

BRIAN MURRAY LAW PLLC  
750 E. Main St., Suite 620  
Stamford, CT 06902

Shane Rowley  
Danielle Rowland Lindahl  
ROWLEY LAW PLLC  
50 Main Street, Suite 1000  
White Plains, NY 10606

**PLEASE DO NOT CALL OR WRITE THE COURT**

DATE: \_\_\_\_\_, 2026

# **EXHIBIT C**

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

IN RE HP INC. DERIVATIVE LITIGATION

This Document Relates To:  
All Actions

Lead Case No.: 4:21-cv-04805-JSW

(Consolidated with Case No. 4:22-cv-00254-JSW)

**SUMMARY NOTICE OF PENDENCY AND PROPOSED  
SETTLEMENT OF DERIVATIVE ACTION**

**TO: ALL PERSONS OR ENTITIES WHO CURRENTLY HOLD SHARES OF STOCK OF HP INC. AS OF April 22, 2026.**

**YOU ARE HEREBY NOTIFIED**, pursuant to an Order of the United States District Court for the Northern District of California, that the parties have reached an agreement to settle all claims in the following derivative lawsuit: *In re HP Inc. Deriv. Litig.*, Lead Case No. 4:21-cv-04805-JSW (N.D. Cal.) (the “Action”).

Pursuant to an Order of the United States District Court for the Northern District of California, a hearing will be held on \_\_\_\_\_, 2026, at \_\_:\_\_ a.m., before the Honorable Jeffrey S. White at Courtroom 5, Ronald V. Dellums Federal Building & United States Courthouse, 1301 Clay Street, Oakland, CA 94612 to consider whether judgment should be entered: (i) approving the terms of the Settlement as fair, reasonable, adequate, and in the best interests of HP Inc. and its stockholders; (ii) dismissing with prejudice the Released Claims pursuant to the terms of the Stipulation; and (iii) ruling upon Plaintiffs’ Counsel’s request for approval of the agreed Fee and Expense Amount.

If you are a holder of HP Inc. common stock, your rights may be affected by this lawsuit and the settlement thereof. The Stipulation and Notice for the Settlement may be viewed at [www.HPDerivativeSettlement.com](http://www.HPDerivativeSettlement.com). The Notice contains details about this Action and Settlement, including what you must do to object to the Settlement. Objections must be mailed to Plaintiffs’ Counsel and Counsel for the Defendants at the addresses listed below by \_\_\_\_\_, and the Settlement Hearing is scheduled for \_\_\_\_\_ at \_\_:\_\_.

If you have questions about this Settlement, you may contact Plaintiffs’ Counsel at the following addresses:

Correy A. Suk  
LEVI & KORSINSKY, LLP  
33 Whitehall Street, 27th Floor  
New York, NY 10004  
Telephone: (212) 363-7500  
Email: [csuk@zlk.com](mailto:csuk@zlk.com)

Brian P. Murray  
BRIAN MURRAY LAW PLLC  
750 E. Main St, Suite 620

Stamford, CT 06902  
Telephone: (203) 246-2368  
Email: bmurray@brianmurraylaw.com

Shane Rowley  
Danielle Rowland Lindahl  
ROWLEY LAW PLLC  
50 Main Street, Suite 1000  
White Plains, NY 10606  
Telephone: (914) 400-1920  
Email: srowley@rowleylawpllc.com

The addresses for Defendants' Counsel are:

Lissa M. Percopo  
GIBSON, DUNN & CRUTCHER LLP  
1700 M Street, N.W.,  
Washington, D.C. 20036-4504  
Telephone: 202.887.3770  
Facsimile: 202.530.9528  
LPercopo@gibsondunn.com

Brian M. Lutz  
GIBSON, DUNN & CRUTCHER LLP  
One Embarcadero Center, Suite 2600  
San Francisco, CA 94105-0921  
Telephone: 415.393.8200  
Facsimile: 415.393.8306  
BLutz@gibsondunn.com

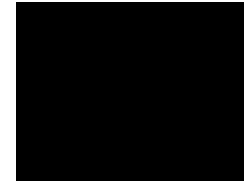
**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE  
REGARDING THIS NOTICE.**

If you have any questions about the settlement, you may contact Plaintiffs' Counsel listed  
above.

DATED: \_\_\_\_\_, 2026

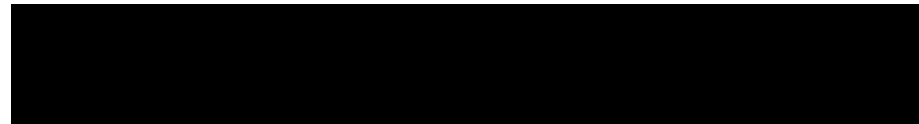
# **EXHIBIT D**

*In re HP Inc. Derivative Litigation*  
P.O. Box XXXX  
CITY, STATE ZIP



FIRST-CLASS MAIL  
U.S. POSTAGE  
PAID  
Portland, OR  
PERMIT NO. 2882

<<MAIL ID>>  
<<NAME 1>>  
<<NAME 2>>  
<<ADDRESS LINE 1>>  
<<ADDRESS LINE 2>>  
<<ADDRESS LINE 3>>  
<<ADDRESS LINE 4>>  
<<ADDRESS LINE 5>>  
<<CITY, STATE ZIP>>  
<<COUNTRY>>



**IMPORTANT STOCKHOLDER DERIVATIVE  
ACTION SETTLEMENT NOTICE**

You have been identified as a person or entity who currently holds HP Inc. Common Stock. This Notice relates to a proposed settlement in *In re HP Inc. Deriv. Litig.*, Lead Case No. 4:21-cv-04805-JSW (N.D. Cal.). If the Court approves the proposed Settlement, you, HP Inc., and all Current HP Stockholders will be forever barred from contesting the fairness, adequacy, and reasonableness of the proposed Settlement and from pursuing the Released Stockholder Claims.

**THIS NOTICE PROVIDES ONLY A SUMMARY OF THE MATERIAL TERMS OF THE SETTLEMENT AND RELEASES.** You can obtain more information by reviewing the Stipulation and Settlement Notice, which are available at [www.HPDerivativeSettlement.com](http://www.HPDerivativeSettlement.com). Because the Settlement involves the resolution of derivative actions, which were brought on behalf of and for the benefit of the Company, and not individual or class actions on behalf of HP stockholders, the benefits from the Settlement will go to HP. Individual HP stockholders will not receive payment from the Settlement.

**STOCKHOLDERS ARE NOT REQUIRED TO TAKE ANY ACTION IN RESPONSE TO THIS NOTICE.**

**Reasons for the Settlement:** The Parties agree the settlement is in the best interests of HP and its stockholders and wish to avoid the risk, expense, and distraction of trial.

**Request for Court Approval of Agreed Fee and Expense Amount:** Defendants have agreed to pay Plaintiffs' Counsel \$625,000.00 USD in attorneys' fees and expenses, subject to approval by the Court.

**Your Options:** You can object to the settlement (with or without appearing at the Settlement Hearing and with or without hiring your own attorney) or do nothing. More information is contained in the Stipulation and Settlement Notice, which are available at [www.HPDerivativeSettlement.com](http://www.HPDerivativeSettlement.com).

**Deadlines:** Objections must be made as instructed in the Settlement Notice. The Court's Settlement Hearing is scheduled for \_\_\_\_\_, 2026 at \_\_\_\_:\_\_\_\_.

If you have questions regarding the Settlement, you may contact Plaintiffs' Counsel at the following addresses:

Correy A. Suk  
LEVI & KORSINSKY, LLP  
33 Whitehall Street, 27th Floor, New York, NY 10004

-OR-  
Brian P. Murray  
BRIAN MURRAY LAW PLLC  
750 E. Main St, Suite 620, Stamford, CT 06902

-OR-  
Shane Rowley  
ROWLEY LAW PLLC  
50 Main Street, Suite 1000, White Plains, NY 10606

# **EXHIBIT E**

To achieve a global settlement of the derivative actions, HP is willing to commit to enhancements to its risk management processes, as addressed herein.

**Ethics & Compliance Committee Charter Enhancements**

- The Company shall revise its Ethics & Compliance Committee Charter to include at least the following enhancements, no later than twelve (12) months following final approval of the settlement:

- **Responsibilities of the Ethics & Compliance Committee**

- The Ethics & Compliance Committee shall oversee HP’s annual Compliance Assessment Program, which conducts an annual examination of the health of the Company’s compliance with legal and regulatory requirements, through an internal evaluation to be led by the Ethics & Compliance Office. The results of the annual Compliance Assessment Program shall be reported to the Chief Ethics & Compliance Officer (“CECO”), the Chief Legal Officer, the Executive-level Ethics & Compliance Committee, and the Audit Committee of the HP Board of Directors.
  - In the event the annual Compliance Assessment Program identifies an unmitigated risk with potential significant exposure that has not already been brought to the Board’s attention, the Global Anti-Corruption and Compliance Manager shall have the authority to bring that unmitigated risk to the attention of the Audit Committee or, at the discretion of the Global Anti-Corruption and Compliance Manager, the full Board of Directors.
- The Ethics & Compliance Committee shall oversee a program to further enhance Company-wide ethics and compliance requirements, the Ethics Ambassadors program. The Ethics & Compliance Office shall be responsible for formalizing the program, including appointing regional Ethics Ambassadors to consult on ethics and compliance issues throughout the Company. It shall also confirm Company-wide implementation of the program.
- The Ethics & Compliance Committee shall oversee HP’s annual Ethics & Compliance Training, which shall provide training and best practices on compliance and ethics topics, including, at the Chief Ethics and Compliance Officer’s discretion, on the topic of detecting and preventing financial fraud. The Ethics & Compliance Office shall be responsible for formalizing, implementing, and overseeing this training.
- The Ethics & Compliance Committee shall have oversight responsibility for worldwide compliance by HP with applicable laws and regulations, including with regard to inventory management and sales practices.

- The Chief Ethics & Compliance Officer shall consult with Internal Audit on any identified material risks of financial fraud. The Ethics & Compliance Committee shall coordinate with Internal Audit to address any such risks.
- The Ethics & Compliance Committee shall report to the Audit Committee annually on the adequacy and effectiveness of the Company's Ethics & Compliance program.
- **Membership**
  - At any given time, at least one (1) member of the Executive Leadership Team must serve on both the Ethics & Compliance Committee and the Disclosure Committee.

### **Disclosure Committee Charter Enhancements**

- The Company shall revise its Disclosure Committee Charter to include at least the following enhancements, no later than twelve (12) months following final approval of the settlement:
  - **Responsibilities of the Disclosure Committee**
    - Before HP's Annual Report to the United States Securities and Exchange Commission on Form 10-K and each Quarterly Report on Form 10-Q (collectively, the "**Periodic Reports**") is finalized, the Disclosure Committee shall have the opportunity to consider the below.
      - An overview of the draft Periodic Report and any non-routine changes from the prior Periodic Report.
      - A summary of the Company's financial results.
      - A summary of Internal Audit's quarterly process and any unusual or noteworthy issues.
      - A summary of any updates to the Company's risk factor disclosures.
      - A summary of any changes to the Company's disclosures regarding its legal proceedings and related case updates.
    - Prior to finalizing HP's Annual Report on Form 10-K, the Chief Ethics & Compliance Officer shall have an opportunity to review the Company's risk factor disclosures.

- The Disclosure Committee shall be given the opportunity to ask any follow-up questions, and senior management shall use their best efforts to provide the Disclosure Committee with the information requested.
- The Disclosure Committee shall have the authority to report any remaining concerns to the Chief Legal Officer, the Chief Financial Officer, the Head of Internal Audit, or, subject to the Disclosure Committee's discretion, the Audit Committee of the Board.

○ **Membership**

- At any given time, at least one (1) member of the Executive Leadership Team must serve on both the Ethics & Compliance Committee and the Disclosure Committee.

**Commitments to an Effective Internal Audit Program**

- The Internal Audit program shall operate as an independent function within HP and all Internal Audit personnel, or third parties engaged by Internal Audit, will report to the Chief Audit Executive. The Chief Audit Executive will report functionally to the Audit Committee and administratively to the Chief Financial Officer. The Chief Audit Executive shall have the authority to report to and communicate directly with the Chair of the Audit Committee and the Audit Committee as a whole.
- Internal Audit will be responsible for understanding the Company's risk of fraud and will conduct regular risk-based internal audits and reviews. At the discretion of the Chief Audit Executive, these reviews may focus on gray marketing, cross-regional sales, and indicia of deceptive trade practices. The Chief Audit Executive shall have the authority to inform the Chief Ethics & Compliance Officer of any identified trends, patterns, or material risks of financial fraud and coordinate with the Ethics & Compliance Committee to address any identified material risks of financial fraud, as appropriate.
- The Chief Audit Executive shall have the authority to bring any identified material risk of financial fraud to the attention of the Audit Committee, or the full Board of Directors at the discretion of the Chief Audit Executive, at any time.
- The Chief Audit Executive shall provide a quarterly report to the Audit Committee summarizing any ongoing Internal Audit projects, with an additional level of detail provided at the discretion of the Chief Audit Executive.

### **Commitments to an Effective Compliance Program**

- The Chief Ethics & Compliance Officer shall manage and oversee HP's ethics and compliance program, including implementing an appropriate process for monitoring and evaluating the program's performance, and communicating with and informing the Audit Committee, or the full Board at the discretion of the Chief Ethics & Compliance Officer, regarding progress towards meeting the program's goals, as appropriate.
- The Chief Ethics & Compliance Officer shall act as a liaison between the Executive Leadership Team and the Board regarding risk and compliance issues. The Chief Ethics & Compliance Officer shall have the authority to share any information regarding a material, unmitigated risk or compliance issue with the Disclosure Committee, the Executive Leadership Team, the Audit Committee, or the full Board of Directors at the discretion of the Chief Ethics & Compliance Officer, at any time.
- The Chief Ethics & Compliance Officer shall, as needed, reevaluate the goals of HP's ethics and compliance program in light of any trends and changes in laws which may affect HP's compliance with laws relating to disclosure of the Company's risk exposure.

### **Resources Available to Key Programs**

- HP commits to properly resource Internal Audit, the Disclosure Committee, and the Ethics & Compliance Committee to carry out their responsibilities, including, but not limited to, those identified herein.

### **Channel Inventory Disclosures**

- While the Securities and Derivative Actions were pending, HP began explaining at the outset of earnings calls that references to "channel inventory" address data from Tier 1 partners only. HP will continue this practice.

### **Duration**

- HP shall agree to maintain the reforms reached as part of this settlement for a duration of no less than four (4) years following final approval of the settlement, subject to the caveat that the reforms may be modified or eliminated to the extent necessary to comply with applicable laws, regulations, exchange rules, best practices, the requirements of institutional investors, or the Board's determination of what is in the best interests of the Company following a material, unforeseen change.

### **Contributing Factor**

- Defendants acknowledge that the enhancements to HP's risk management structure are in direct response to the events at issue in the derivative complaints and that the commencement and settlement of the derivative actions were a material cause of changes identified in the settlement.

# **EXHIBIT F**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

IN RE HP INC. DERIVATIVE LITIGATION

This Document Relates To:  
All Actions

Lead Case No. 4:21-cv-04805-JSW

(Consolidated with Case No. 4:22-cv-00254-JSW)

**FINAL JUDGMENT**

A hearing having been held before this Court on \_\_\_\_\_, 2026 (the “Settlement Hearing”), pursuant to this Court’s Order dated \_\_\_\_\_, 2026 (the “Preliminary Approval Order”), upon a Stipulation and Agreement of Settlement dated April 22, 2026 (the “Stipulation”) filed in the above-captioned action (the “Action”), which (along with the Preliminary Approval Order) is incorporated herein by reference; it appearing that due notice of said Settlement Hearing has been given in accordance with the aforesaid Preliminary Approval Order; the respective parties having appeared by their attorneys of record; the Court having heard and considered evidence in support of the proposed settlement (the “Settlement” set forth in the Stipulation); the attorneys for the respective parties having been heard; an opportunity to be heard having been given to all other persons requesting to be heard in accordance with the Preliminary Approval Order; the Court having determined that notice to the stockholders of HP Inc. (“HP”) was adequate and sufficient; and the entire matter of the proposed Settlement having been heard and considered by the Court:

IT IS HEREBY ORDERED, ADJUDGED, and DECREED this \_\_\_ day of \_\_\_\_\_, 2026, that:

1. Unless otherwise defined herein, all defined terms shall have the meanings as set forth in the Stipulation.
2. The Notice of Pendency and Proposed Settlement of Consolidated Derivative Action (the “Notice”) has been disseminated to HP’s stockholders pursuant to and in the manner

directed by the Preliminary Approval Order, proof of dissemination of the notice by emailing or mailing, posting, and publication has been filed with the Court, and full opportunity to be heard has been offered to all parties to the Action and to HP's current stockholders. The form and manner of notice is hereby determined to have been the best notice practicable under the circumstances and to have been given in full compliance with the requirements of Rule 23.1 of the Federal Rules of Civil Procedure, due process, and all other applicable laws, and it is further determined that HP and HP's current stockholders are bound by the Judgment herein.

3. The Stipulation and the terms of the Settlement as described in the Stipulation and the Notice are found to be fair, reasonable, adequate, and in the best interests of HP and its stockholders, and are hereby approved pursuant to Rule 23.1 of the Federal Rules of Civil Procedure. The Parties are hereby authorized and directed to comply with and to consummate the Settlement in accordance with the terms and provisions set forth in the Stipulation, and the Clerk of the Court is directed to enter and docket this Judgment in the Action.

4. The Court hereby approves the Fee and Expense Amount and directs payment to Plaintiffs' Counsel of the Fee and Expense Amount in accordance with the terms of the Stipulation.

5. During the course of the litigation of the Action, all Parties and their respective counsel acted in good faith and complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure and all other similar laws.

6. This Judgment shall not constitute any evidence or admission by any Party that any acts of wrongdoing have or have not been committed by any of the Parties and should not be deemed to create any inference that there is or is not any liability for any Party.

7. The Action is hereby dismissed with prejudice on the merits. Except as provided herein, each Party shall bear its own costs incurred in connection with the Action.

8. The Released Claims are hereby completely, fully, finally, absolutely, and forever discharged, dismissed with prejudice, settled, enjoined, released, relinquished, and compromised. “Released Claims” means the Released Defendant Claims and the Released Stockholder Claims.

a. “Released Stockholder Claims” means any and all claims, rights, demands, obligations, controversies, debts, disputes, damages, losses, actions, causes of action, sums of money due, judgments, suits, amounts, matters, issues, liabilities, or charges of any kind or nature whatsoever (including, but not limited to, any claims for interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses, amounts, or liabilities whatsoever), and claims for relief of every nature and description whatsoever, whether in law or equity, including both known claims and Unknown Claims, suspected or unsuspected, accrued or unaccrued, fixed or contingent, liquidated or unliquidated, matured or unmatured, foreseen or unforeseen, whether arising under federal or state statutory or common law, or any other law, rule, or regulation, whether foreign or domestic, that HP, or Plaintiffs, or any HP stockholder derivatively on behalf of HP, could have asserted in any court, tribunal, forum, or proceeding, arising out of, relating to, or based upon the facts, allegations, events, disclosures, non-disclosures, occurrences, representations, statements, matters, transactions, conduct, actions, failures to act, omissions, or circumstances that were alleged or referred to in any of the complaints filed in the Action; provided, however, that the Released Stockholder Claims shall not include (1) any claims relating to the enforcement of the Settlement or this Stipulation, or (2) any claims that arise out of or are based upon any conduct of the Released Defendant Persons after the Effective Date.

b. “Released Defendant Claims” means any and all claims, rights, demands, obligations, controversies, debts, damages, losses, causes of action, or liabilities of any kind or nature whatsoever, whether in law or equity, including both known claims and Unknown Claims, suspected or unsuspected, accrued or unaccrued, that Defendants have or could have asserted

against the Released Stockholder Persons or their counsel, arising out of the institution, prosecution, or settlement of the claims asserted against Defendants in the Action that Defendants asserted or could have asserted in the Action, or in any other forum, that arise out of, relate to, or are based upon any of the allegations, transactions, facts, matters, events, disclosures, non-disclosures, occurrences, representations, statements, acts, or omissions, alleged or referred to in any of the complaints filed in the Action; provided, however, that the Released Defendant Claims shall not include (1) any claims relating to the enforcement of the Settlement or this Stipulation, (2) any claims by Defendants relating to insurance coverage or the right to indemnification, or (3) any claims that arise out of or are based upon any conduct of the Released Stockholder Persons after the Effective Date.

9. The effectiveness of the provisions of this Judgment and the obligations of Plaintiffs and Defendants under the Settlement shall not be conditioned upon or subject to the resolution of any appeal from this Judgment that relates solely to Plaintiffs' Counsel's request for an award of attorneys' fees and expenses.

10. Without affecting the finality of this Judgment in any way, and subject to the terms of the Stipulation of Settlement, this Court hereby retains continuing jurisdiction over: (a) implementation of this Settlement; and (b) all Parties and the Parties' counsel hereto for the sole purpose of construing, enforcing, and administering the Stipulation and this Judgment.

11. There is no reason for delay in the entry of this Judgment and immediate entry by the Clerk of the Court is expressly directed by the Court.

IT IS SO ORDERED.

Date: \_\_\_\_\_

\_\_\_\_\_  
Honorable Jeffrey S. White  
United States District Judge