

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you are a former California Sales Representative for Hewlett-Packard Company, HP Inc. or Hewlett Packard Enterprise Company and left the company between January 17, 2009 and April 20, 2018, a proposed class action Settlement may affect your rights.

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

- A proposed Settlement has been reached in a class action lawsuit that may affect your rights.
- The Settlement resolves a class action lawsuit against HP Inc., formerly Hewlett-Packard Company, and Hewlett Packard Enterprise Company (collectively, “Defendants”). Among other claims, the lawsuit alleges that Defendants failed to timely pay incentive compensation payments and commission payments to their California sales representatives after they resigned from or were terminated by Defendants in violation of California Labor Code §§ 201 and 202. Defendants deny these allegations.
- If you were (1) a California sales representative for either of the Defendants or one of their subsidiaries (including Enterprise Services, LLC or EntIT Software LLC); (2) were terminated or resigned during the time period January 17, 2009 through April 20, 2018 (excluding people who transferred immediately to HP Inc., Hewlett Packard Enterprise Company, Micro Focus International plc, or DXC Technology, or one of their subsidiaries as a result of a corporate split, merger, or acquisition); and (3) did not receive your final incentive payment or commission payment on or before your last day of employment, you are a Class Member.
- **Defendants’ records indicate you are a Class Member and you may be entitled to approximately \$ _____ under the terms of the Settlement. This amount represents a portion of a penalty Plaintiff claims Defendants owe for alleged late payment of wages you have already received from Defendants.**
- The Court has not decided whether to finally approve the Settlement. You will be paid only if the Court approves the Settlement and any appeals are resolved.

YOUR RIGHTS AND OPTIONS REGARDING THE SETTLEMENT	
DO NOTHING AND RECEIVE MONEY FROM THE SETTLEMENT	You do not have to do anything to receive the money under the Settlement. So long as you do not file a request to exclude yourself from the Settlement, you will receive a check in the mail for your portion of the Settlement funds in exchange for a release of certain claims against Defendants. (See Section 4).
EXCLUDE YOURSELF FROM THE SETTLEMENT BY AUGUST 20, 2018	You may file a written request to exclude yourself or “opt out” of the Settlement by August 20, 2018 . If you do so, you will not receive any money under the Settlement, but you will retain your right to pursue any claims you believe you may have against Defendants related to the allegations in the lawsuit. (See Section 12).
OBJECT TO THE SETTLEMENT BY	If you believe the Settlement is unfair or inadequate, you may file a written objection to the Settlement by August 20, 2018 , so long as you do not file a request to exclude yourself from the Settlement. (See Section 13). Alternatively, you may object orally at the Final Settlement Approval Hearing on September 21, 2018 (Section 19).

Please read this Notice carefully. It describes your rights and your options with regard to the Settlement.

BASIC INFORMATION

1. Why did I receive this notice?

A class action, known as *Jeffrey Wall v. HP, Inc., formerly known as Hewlett-Packard Company et al.*, Case No. 30-2012-00537897, is pending in the Superior Court of the State of California for the County of Orange, Civil Complex Center.

Defendants' records indicate you were (1) a California sales representative for either of the Defendants, or one of their subsidiaries (including Enterprise Services, LLC or EntIT Software LLC); (2) were terminated or resigned during the time period January 17, 2009 through April 20, 2018 (excluding people who became immediately employed by HP Inc., Hewlett Packard Enterprise Company, Micro Focus International plc, or DXC Technology, or one of their subsidiaries as a result of a corporate split, merger, or acquisition); and (3) did not receive your final incentive payment or commission payment on or before your last day of employment. If you meet this description, you are a Class Member. (See Section 8).

A proposed Settlement has been reached that may affect your legal rights. The Honorable Randall J. Sherman of the Orange County Superior Court for the State of California is overseeing the class action lawsuit and Settlement. The Court has ordered that you be sent this notice of the Settlement so that you can review the Settlement and determine whether you want to opt out or object.

This Notice provides a brief summary of the Settlement. The full terms of the Settlement are available at www.wallsettlement.com.

2. What is this class action about?

Plaintiff alleges that Defendants failed to timely pay incentive compensation payments and commission payments to their California sales representatives after they resigned from or were terminated by Defendants.

3. How do the Defendants respond?

Defendants deny the material allegations made by Plaintiff and deny any wrongdoing or liability of any kind. Among other things, Defendants contend their payment practices do not violate any law.

4. How was the amount of money I am estimated to receive determined?

The estimated amount of money you will receive under the Settlement will be determined as follows:

- First, your daily rate of pay will be determined by (a) combining the total amount of salary, commissions, incentive compensation, nondiscretionary bonuses, vacation payouts, and any other payments typically used to calculate your regular rate of pay, that you received for the 12 months prior to the end of your employment (or a pro rata estimate if you worked for less than 12 months), (b)

dividing that number by 2080 hours (for one year) and (c) multiplying that number by eight hours (in a day).

- Second, your daily rate of pay will multiplied by the total number of days between your termination date and the date you received your final incentive compensation payment or commission payment. If that number exceeds 30 days, your daily rate of pay will be multiplied by 30 (which is the maximum statutory penalty allowed under California law, Labor Code § 203).
- Third, the resulting calculation will then be divided by fifty percent (50%).

Your estimated amount was determined from Defendants' payroll records and is presumed to be accurate. If you dispute the accuracy of these records, you must notify the Settlement Administrator by **August 20, 2018**. You will have the burden of establishing with documentary proof that your estimated amount was calculated in error.

Please note that your final settlement payment may be adjusted from the estimated amount to account for any errors.

The Settlement provides further benefits which are described in Section 21 below.

5. Why is this lawsuit being settled?

The Court has not ruled in either side's favor. Instead, both sides agreed to a Settlement they believe is a fair, reasonable, and adequate compromise of their respective positions. The parties reached this agreement only after long negotiations, many exchanges of information, and independent consideration of the risks and benefits of settlement, and with the assistance of an experienced neutral Mediator.

Class Counsel have considered the substantial benefits from the Settlement that will be provided to the Class Members and balanced these benefits with the risks that a trial could end in a verdict for Defendants. They also considered the value of providing an immediate benefit to the Class Members versus the costs and delay that would occur as a result of further litigation through trial and appeals. Even if Plaintiff were successful in these efforts, the Class Members might not receive any benefits for years.

6. Who is the Settlement Administrator?

The Settlement Administrator is a third party appointed by the Court to send notice to you about the Settlement. In the present case, the Court has appointed Atticus Administration, LLC ("Atticus") to act as the Settlement Administrator. You may contact Atticus about this case at:

Wall Settlement
c/o Atticus Administration
PO Box 1440
Minneapolis, MN 55440
888-900-8779
www.wallsettlement.com

YOUR RIGHTS AND OPTIONS

7. Am I a member of the Class?

In preliminarily approving the Settlement, the Court defined the Class Members to include all sales representatives employed by Hewlett-Packard Company, HP Inc., or Hewlett Packard Enterprise Company or one of their subsidiaries (including Enterprise Service, LLC or EntIT Software LLC) in California who received any incentive compensation payment after the end of their employment between January 17, 2009 and April 20, 2018.

Excluded from being Class Members are any sales representatives who became immediately employed by HP Inc., Hewlett Packard Enterprise Company, Micro Focus International plc, or DXC Technology or one of their subsidiaries as a result of a corporate split, merger, or acquisition.

8. How do I participate in the Settlement?

You do not need to do anything to participate in the Settlement.

9. Do I need to submit a Claim Form to participate in the Settlement?

No. You do not need to do anything to participate in the Settlement.

10. How will the Settlement affect my rights?

If the Settlement is approved, and you do not “opt out” or request exclusion from the Settlement, you will release certain claims you may have against the Defendants as explained in Section 18 below.

11. How do I “opt out” or request to be excluded from the Settlement?

If you wish to “opt out” or request to be excluded from the Settlement, you must write to the Settlement Administrator at the address specified below and request to be excluded. Your request to be excluded from the Settlement must include: (1) your full name; (2) your current address and telephone number; (3) a written statement that you have reviewed the Class Notice and wish to be excluded or “opt out” from the Settlement; and (4) a dated signature.

To be effective, your request to exclude yourself from the Settlement must be postmarked no later than August 20, 2018.

If you do not complete and timely mail a valid request to be excluded from the Settlement, you will be bound by all terms and conditions of the Settlement, including its release of claims. If you do submit a timely and valid request to be excluded, you will not receive any of the monetary class benefits of the Settlement but you will retain the right to sue Defendants about the legal claims raised in this lawsuit.

Please send your request to be excluded from the Settlement to:

Wall Settlement
c/o Atticus Administration
PO Box 1440
Minneapolis, MN 55440

12. May I object to the settlement?

You can ask the Court to deny approval of the Settlement by filing an objection to the Settlement. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court denies approval of the Settlement, no one will receive any of the benefits under the Settlement and the lawsuit will continue.

If you want to object to the proposed Settlement you may do so in writing.

Any written objection must include: (1) your full name, current address, and telephone number; (2) a statement that you have reviewed the Class definition and understand that you are a Class Member, and have not opted out of the Settlement; (3) a complete statement of all legal and factual bases for any Objection that you wish to assert; (4) a statement of whether you or your attorney intend to appear at the Final Approval and Fairness Hearing, (5) copies of any documents or witnesses that support your objection, and (6) a dated signature. Copies of all objection documents must also be mailed to Class Counsel and Defense Counsel.

To be effective, any written objection must be mailed to the Settlement Administrator and postmarked by August 20, 2018.

Alternatively, instead of filing a written objection, you may object to the Settlement orally at the Final Settlement Approval Hearing on September 21, 2018.

You may appear at the Final Approval and Fairness Hearing (described in Section 19), either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

If your objection is overruled, you will be bound by the terms of the Settlement. You will not be able to exclude yourself from the Settlement thereafter.

13. How much will it cost to administer the Settlement?

The costs to administer the Settlement are estimated to be approximately \$14,000. Defendants will pay that amount from the Settlement Fund and any variation in these costs will not impact the amount you are paid under the Settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has determined that the law firms of Frank Sims & Stolper LLP, Franklin D. Azar & Associates, P.C. and the Law Offices of Steven R. Young are qualified to

represent you and other Class Members. These lawyers are called “Class Counsel.” Their contact information is at the end of this Notice.

15. May I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel are working on your behalf. Nonetheless, you may hire your own lawyer if you wish. If you hire your own lawyer, you will be responsible for paying for that lawyer.

16. How will Class Counsel be paid?

You do not have to pay Class Counsel’s fees and costs. Class Counsel will file a motion with the Court seeking fees and costs and will only be paid the amounts approved by the Court. Defendants will pay any fees and costs the Court approves from the Settlement Fund.

Class Counsel will request reimbursement of \$9,588,162 in legal fees and \$2,306,772 in expenses.

Defendants have agreed that the payment of any fees and costs approved by the Court will not in way reduce the amounts you are entitled to under the Settlement.

17. Will I have to pay taxes on my award?

The dispute in this Litigation is not about wages, but rather penalties relating to the timing of payment. Thus, any amounts you receive under the terms of the Settlement should be treated for tax purposes as penalties and not wages. You should consult a tax professional for more information about your specific situation.

RELEASE OF CLAIMS

18. What claims are being released as part of the settlement?

Upon final approval of this Settlement, each Class Member who does not request exclusion from the Settlement (opt out) will release any claims, obligations, demands, actions, rights, causes of action, expenses, and liabilities by the Class Member against Defendant Releasees, of whatever kind and nature, character and description, and whether anticipated or unanticipated, that were alleged in Plaintiff’s Fifth Amended Complaint or could have been alleged based on the facts pled Plaintiff’s Fifth Amended Complaint.

“Defendant Releasees” means Defendants HP Inc., formerly known as Hewlett-Packard Company, and Hewlett Packard Enterprise Company, and any current, former, and future affiliates and related entities, including, without limitation, direct or indirect parents, subsidiaries, predecessors, successors, divisions, joint ventures and assigns, and each of these entities’ past, present and future directors, officers, employees, partners, members, principals, agents, insurers, co-insurers, re-insurers, shareholders, attorneys (including Morgan, Lewis & Bockius LLP and Littler Mendelson, P.C.), and personal or legal representatives, in their individual and corporate capacities.

Upon the Effective Date of the Settlement, the Class Members who do not opt out of the Settlement, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Class Member Released Claims.

If any of the provisions, terms, clauses, waivers or releases of claims and rights contained in the release applicable to the Class Members are declared illegal, unenforceable, or ineffective in a legal forum of competent jurisdiction, such provisions, terms, clauses, waivers or releases of claims or rights shall be modified, if possible, in order to achieve, to the extent possible, the intentions of the Settling Parties and, if necessary, such provisions, terms, clauses, waivers and releases of claims and rights shall be deemed severable, such that all other provisions, terms, clauses and waivers and releases of claims and rights contained in these releases shall remain valid and binding upon both the Settling Parties and the Class Members; provided, however, that, notwithstanding any other provision of the releases, if any portion of the waiver or release of claims or rights is held to be unenforceable, Defendants may, at their option, seek modification or severance of such portion, or terminate, cancel and declare void the Settlement.

FINAL SETTLEMENT APPROVAL HEARING

19. When will the Court consider whether to finally approve the Settlement?

The Court will hold a hearing in Department CX-105 of the Superior Court of the State of California for the County of Orange, Civil Complex Center, located at 751 West Santa Ana Blvd, Santa Ana, CA, 92701, on **September 21, 2018, at 10:00 a.m.**, to decide whether to finally approve the Settlement. At that time, the Court will also decide whether to approve Class Counsel's request for attorneys' fees and costs, and the Class Representative Enhancement Payment.

It is not necessary for you to appear at this hearing. If you object to the Settlement, you may appear at the hearing to argue your objection to the Court, either in person or through your attorney. Any attorney who will represent you should file a notice of appearance with the Court prior to the Final Settlement Approval Hearing. You will be solely responsible for the fees and costs of your own attorney.

The hearing may be postponed without further notice to Class Members. If the Settlement is not approved, the Litigation will continue toward trial or other judicial resolution.

20. What if the proposed Settlement is not approved?

If the Court does not grant final approval of the Settlement, the class action will proceed without further notice, and none of the agreements set forth in the Stipulation will be valid or enforceable.

21. What else does the Settlement provide?

The Settlement provides for the payment by Defendants of \$25 Million into a Settlement Fund. This Settlement Fund includes: (a) payments to you and other Class Members representing penalties sought by Plaintiff for alleged late incentive compensation or commission payments following the termination of employment, and (b) a payment under California's Private Attorney General Act ("PAGA") in an aggregate amount of approximately, \$1,569,300 representing alleged penalties related to the timing of incentive compensation or commission payments during employment. You may or may not be entitled to a portion of the PAGA payment depending on the timing of your employment, but the PAGA claims in this case are separate and unique from the payments to Class Members described in this Notice, and any such payments will be handled separately.

In addition, Defendants have made changes and investments to their incentive compensation systems, processes, and practices since the initiation of the Litigation, and will be implementing additional measures, related to the allegations in the Litigation. The Settling Parties recognize and agree that the Class Representative, on behalf of the Class and the PAGA Group, agreed to the terms of this Stipulation in consideration for these changes and investments. Defendants have paid or budgeted approximately \$60 to \$70 million through fiscal year 2018 for improvements to their technology and sales compensation infrastructure and anticipate spending at least another \$5 million for fiscal year 2019.

For additional information or explanation related to the benefits of this Settlement to Class Members, please review the full terms of the Settlement at www.wallsettlement.com.

Enhancement Payment. In class actions such as this one, a Court may provide the class representative with an enhancement payment in recognition of the time, effort, and risks the class representative took to prosecute the class action. In the present case, Plaintiff will request that the Court award him \$25,000 given the time and effort expended responding to written questions from Defendants, producing documents, being deposed by Defendants' lawyers, cooperating with Class Counsel, appearing at Court hearings, agreeing to a broader release of claims than the rest of the Class Members, agreeing that he will not seek employment from Defendants in the future and otherwise taking on the risks of prosecuting a class action.

Any enhancement payment, attorneys' fees, costs, or administrative expenses approved by the Court will be paid out of the Settlement Fund and will not reduce any payments to Class Members.

FURTHER INFORMATION

22. How do I get more information?

This Notice provides a summary of the basic terms of this Settlement. For the Settlement's complete terms and conditions, please consult the Settlement Agreement. You can access the Settlement Agreement (titled "Joint Stipulation of Settlement") and other documents in the case on the Settlement Website at www.wallsettlement.com. You can also view the entire case file by visiting the clerk of the Court located at 751 West Santa Ana Blvd, Santa Ana, CA, 92701. You may also contact Class Counsel at the addresses provided below:

FRANK SIMS & STOLPER LLP
Jason M. Frank, Esq.
Scott H. Sims, Esq.
Andrew Stolper, Esq.
19800 MacArthur Blvd. Suite 855
Irvine, California 92612
Tel: (949) 201-2400

FRANKLIN D. AZAR & ASSOCIATES, P.C.
Franklin D. Azar, Esq.
Keith R. Scranton, Esq.
Jonathan Parrott, Esq.
14426 East Evans Avenue
Aurora, CO 80014
Telephone: (303) 757-3300

LAW OFFICES OF STEVEN R. YOUNG
Steven R. Young
600 Anton Boulevard, Suite 650
Costa Mesa, CA 92626
Telephone: (714) 673-6500

PLEASE DO NOT TELEPHONE OR WRITE THE COURT REGARDING THIS SETTLEMENT