

STATE OF OKLAHOMA }  
CLEVELAND COUNTY } S.S.  
**FILED** In The  
Office of the Court Clerk

DEC 11 2007

IN THE DISTRICT COURT OF CLEVELAND COUNTY  
STATE OF OKLAHOMA

DEBBIE BARRETT, INDIVIDUALLY )  
AND ON BEHALF OF THOSE )  
SIMILARLY SITUATED, )

Plaintiff )

VS. )

HEWLETT-PACKARD COMPANY, )

Defendant )

STEPHEN GRIDER and BEVERLY L. )  
GRIDER, INDIVIDUALLY AND ON )  
BEHALF OF THOSE SIMILARLY )  
SITUATED, )

Plaintiffs, )

vs. )

COMPAQ COMPUTER CORPORATION, )

Defendant. )

Case No. CJ-2003-967 L  
(surviving number)

Case No. CJ-03-969 L

DOCKET PAGE RECORDED  
Rhonda Hall Court Clerk  
DEPUTY

**ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT,  
PROVISIONALLY CERTIFYING NATIONWIDE SETTLEMENT CLASSES,  
APPROVING PROCEDURE FOR AND FORMS OF NOTICE, AND  
SCHEDULING FAIRNESS HEARING**

Upon review and consideration of the Settlement Agreement, and the attachments thereto which have been filed with the Court, Plaintiffs' motion for preliminary approval of the Settlement Agreement, and having been fully advised in the premises, it is HEREBY ORDERED, ADJUDGED and DECREED as follows:

1. The parties have agreed to settle the Consolidated Action and the FDC Related Actions upon the terms and conditions set forth in the Settlement Agreement (the "Settlement Agreement").

2. The Court has carefully reviewed the Settlement Agreement, as well as the files, records, and proceedings to date in this matter. The definitions and terms and conditions in the Settlement Agreement are hereby incorporated as though fully set forth in this Order, and capitalized terms shall have the meanings attributed to them in the Settlement Agreement.

3. The Court conditionally certifies the Compaq Settlement Class and the Hewlett-Packard Settlement Class for settlement purposes only and makes the following preliminary findings pursuant to 12 Okla. St. Ann. § 2023, also for settlement purposes only:

- (a) The Compaq Settlement Class and the Hewlett-Packard Settlement Class are each so numerous that joinder of all members is impracticable;
- (b) There are questions of law or fact common to the members of the Compaq Settlement Class and the Hewlett-Packard Settlement Class, respectively;
- (c) The claims of the Certified Class Representatives in the Compaq Settlement Class and the Hewlett-Packard Settlement Class are typical of the claims of the other members of the Compaq Settlement Class and the Hewlett-Packard Settlement Class, respectively;
- (d) The *Certified Class Representatives* in the Compaq Settlement Class and the Hewlett-Packard Settlement Class are capable of fairly and adequately protecting the interests of the members of the Compaq Settlement Class and the Hewlett-Packard Settlement Class, respectively, in connection with the Settlement Agreement;

- (e) Common questions of law and fact predominate over questions affecting only individual members of Compaq Settlement Class and the Hewlett-Packard Settlement Class, respectively; and
- (f) Resolution of the claims in the Consolidated Action and the FDC Related Actions by way of a nationwide settlement is superior to other available methods for the fair and efficient resolution of the claims of the Compaq Settlement Class and the Hewlett-Packard Settlement Class.

4. The Court's certification of the Compaq Settlement Class and the Hewlett-Packard Settlement Class is solely for the purposes of settlement. If the Settlement Agreement is terminated pursuant to its terms, the order certifying the Compaq Settlement Class and the Hewlett-Packard Settlement Class for purposes of settlement and any related findings or conclusions shall be vacated upon notice of the termination to the Court, the Barrett Case shall proceed as though the Hewlett-Packard Settlement Class had never been certified, the Grider Case shall proceed as though the Compaq Settlement Class had never been certified, and the Barrett Case and the Grider Case shall return to their respective procedural status quo that existed before entry of this Order.

5. The Court hereby preliminarily appoints Debbie Barrett and, subject to written confirmation that he/she supports the Settlement Agreement and requests to be added as a Certified Class Representative in the Consolidated Action, each of the named plaintiffs in the Schultz and Alvis Cases as Certified Class Representatives for the Hewlett-Packard Settlement Class. The Court also preliminarily appoints Class Counsel as counsel for the Hewlett-Packard Settlement Class.

6. The Court hereby preliminarily appoints Stephen and Beverly Grider and, subject to written confirmation that he/she supports the Settlement Agreement and requests to be added as a Certified Class Representative in the Consolidated Action, each of the named plaintiffs in the Batiste and LaPray Cases as Certified Class Representatives for the Compaq Settlement Class. The Court also preliminarily appoints Class Counsel as counsel for the Compaq Settlement Class.

7. The Settlement Agreement, including all exhibits thereto, is preliminarily approved as fair, reasonable, and adequate. The Court finds that: (a) the Settlement Agreement is the result of intensive, arms-length negotiations between experienced attorneys familiar with the legal and factual issues of the Consolidated Action, the Grider Case, the Barrett Case and the FDC Related Actions, which negotiations included but were not limited to three (3) days of discussions before a neutral mediator; (b) all Putative Class Members are treated fairly under the Settlement Agreement; and (c) the Settlement Agreement is sufficient to warrant notice thereof to Putative Class Members and the Fairness Hearing described below.

8. The Plan of Notice in the Settlement Agreement as well as the content of the Claim Form, Class Notice, Post-Card Notice, and Summary Notice of Settlement is hereby approved in all respects. The Court finds that the Plan of Notice and the contents of the Class Notice, Post-Card Notice and Summary Notice of Settlement and the manner of their dissemination described in the Settlement Agreement is the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise the Putative Class Members of the pendency of this action, the terms of the Settlement Agreement, and their right to object to the Settlement Agreement or exclude

themselves from the Certified Settlement Classes and, therefore, the Plan of Notice, the Class Notice, Post-Card Notice and Summary Notice of Settlement are approved in all respects. The Court further finds that the Class Notice, Post-Card Notice and Summary Notice of Settlement are reasonable, that they constitute due, adequate, and sufficient notice to all persons entitled to receive notice, and that they meet the requirements of due process. The Claims Administrator shall cause the Class Notice, Post-Card Notice and Summary Notice of Settlement to be distributed, posted or published (as appropriate) in accordance with the terms of the Settlement Agreement. The Class Notice shall be in the form of Exhibit B attached to the Settlement Agreement, the Summary Notice of Settlement shall be in the form of Exhibit B attached to the Settlement Agreement and the Post-Card Notice shall be in the form of Exhibit B attached to the Settlement Agreement.

9. A final approval hearing (the "Fairness Hearing") shall be held before this Court on April 29, 2008 at 9:00 (a.m./p.m.) to determine whether the Settlement Agreement is fair, reasonable, and adequate and should be finally approved. The Court shall also rule on Class Counsel's fee-and-expense application and Class Representatives' application for stipends (collectively, the "Fee Application") at that time. Papers in support of final approval of the Settlement Agreement and the Fee Application shall be filed with the Court according to the schedule set forth in Paragraph 14 of this Order. The Fairness Hearing may be postponed, adjourned, or continued by order of the Court without further notice to the Certified Settlement Classes. After the Fairness Hearing, the Court may enter a Final Order and Judgment in accordance with the Settlement Agreement that will adjudicate the rights of the Certified Class Members with respect to the claims being settled.

10. Each Putative Class Member who wishes to be excluded from the Certified Settlement Classes and follows the procedures set forth in this paragraph shall be excluded. Any Putative Class Member who wishes to be excluded from the Certified Settlement Classes must send (by certified mail) a written request for exclusion to the Claims Administrator postmarked no later than Apr. 21, 2008. Any such request for exclusion must be in writing and shall include the Putative Class Member's name, current address, telephone number, the approximate date of purchase of his/her/its Affected Computer Model(s), and a statement that the Putative Class Member wants to be excluded from the Certified Settlement Classes in the Consolidated Action. Any Putative Class Member who does not timely and validly request exclusion from the Certified Settlement Classes shall be a Certified Class Member and be bound by all the terms of the Settlement Agreement, should it be approved, and Orders of the Court. All Putative Class Members who properly make a request for exclusion from the Certified Settlement Classes shall not be Certified Class Members and shall have no rights with respect to the Settlement Agreement, should it be approved. The names of all such excluded Putative Class Members shall be attached as an exhibit to any Final Order and Judgment.

11. Any Putative Class Member who has not timely and properly submitted a written request for exclusion from the Certified Settlement Classes, and thus is a Certified Class Member, may object to the fairness, reasonableness or adequacy of the Settlement Agreement, or the Fee Application, or both. Certified Class Members may do so either on their own or through counsel hired at their expense. Any Certified Class Member who wishes to object to the Settlement Agreement must, on or before Apr. 21, 2008 file an objection with this Court and serve it on Class Counsel and Settling Defendants' Counsel.

The objection must contain the following: (i) the name, residential address (not post office box), e-mail address, telephone number, and driver's license state and driver's license number of the objector; (ii) the model number, SKU number and Serial Number of each Affected Computer purchased along with valid proof of purchase; (iii) documentary proof that the objector is a Certified Class Member (for example, a copy of warranty records, or a receipt that shows the purchase of an eligible model); (iv) a detailed explanation for the basis of the objection (including a description of the legal authorities relied upon); (v) a statement of whether the objector intends to appear at the Fairness Hearing and, if so, how long the objector anticipates needing to present the objection; (vi) a list of any witnesses the objector intends to call by live testimony, for oral deposition testimony or by affidavit; (vii) a list of any exhibits the objector may offer during the Fairness Hearing, along with copies of such exhibits; and (viii) an affidavit from the objector (not his or her attorney) that swears under oath or affirmation and subject to penalty of perjury that all matters stated in support of the objection and in the affidavit itself are true and correct, and that the objector has personal knowledge of all statements contained in the affidavit. The objector must swear in the affidavit: (i) that he or she meets the criteria to be a Certified Class Member and has not excluded himself/herself/itself from the Certified Settlement Classes; (ii) as to the approximate date of purchase of the Affected Computer Model; and (iii) as to the model number, SKU number and Serial Number of the Affected Computer Model. The affidavit must also attach a valid Proof of Purchase and notice of intention to appear must be filed with the Court. In addition to filing the objection and other related documents with the Court, copies of such materials must be sent, by no later than Apr. 12, 2008 to:

For the Certified Settlement Classes:

Gary Neale Reger, Esquire  
Orgain, Bell & Tucker, L.L.P.  
470 Orleans, 4th Floor  
P. O. Box 1751  
Beaumont, TX 77704-1751

For Defendants:

John F. Schultz  
Morgan, Lewis & Bockius LLP  
1701 Market Street  
Philadelphia, PA 19103

12. If requested by any Party, objectors shall: (a) produce their Affected Computer Model(s) for inspection; or (b) appear for deposition; or (c) or either or both (a) and (b). Unless the Court orders otherwise or the objector and the Parties agree otherwise, the inspection and deposition shall be at the Oklahoma City, Oklahoma offices of Niemeyer, Alexander, Austin & Phillips, P.C. at least five (5) business days before the Fairness Hearing on a date that is mutually agreeable to the Parties and objector, or if they cannot agree, then on a date set by the Court after a telephone hearing with at least 1 (one) business day's notice.

13. Without leave of Court, any Certified Class Members who object to the Settlement Agreement but who fail to properly or timely file their objections with the Court or to serve them as provided above or who fail to appear for deposition or inspection of their computer shall not be heard during the Fairness Hearing; nor shall their objections be considered by the Court. The Court may, in its discretion, however, permit deviation from the foregoing requirements as may be permitted or required by applicable law.

14. Papers in support of final approval of the Settlement Agreement and the Fee Application shall be filed with the Court on or before April 28, 2008. Any responses to objections to the Settlement Agreement or the Fee Application, and any further papers in support of the Fee Application or final approval, shall be filed with the Court on or before April 28, 2008.

15. The Consolidated Action is hereby stayed in all respects other than in furtherance of the Settlement Agreement and as provided in the Settlement Agreement pending the Fairness Hearing.

16. Any Person who desires any discovery incident to (or which the Person contends is necessary to) the approval of this Settlement Agreement, other than the depositions of the objectors and inspection of their computers provided for in ¶ 12 of this Order, may not conduct any such discovery without first obtaining an appropriate Order from the Court.

17. Settling Defendants agree that they will make adequate assurance for the performance of the Settlement Agreement in the event of any corporate transaction (including but not limited to merger, consolidation, dissolution, dividend or other distribution to shareholders, loan, loan payment, or sale or exchange of assets).

18. Pending the Fairness Hearing, no Putative Class Member directly, derivatively, in a representative capacity, or in any other capacity, shall commence any action against any of the Released Persons in any court or tribunal asserting any of the Released Claims.

19. The firm of Rosenthal & Co. is hereby appointed as Claims Administrator and shall perform all of the duties of the Claims Administrator set forth in the Settlement Agreement.

20. In the event the Settlement Agreement is not approved by the Court, or for any reason the Parties fail to obtain a Final Order and Judgment as contemplated in the Settlement Agreement, or the Settlement Agreement is terminated pursuant to its terms for any reason, then the terms of the Settlement Agreement addressing the impact of such events shall govern.

DONE this \_\_\_ 11th day of December, 2007.

***S / Tom A. Lucas***

Judge Tom Lucas

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT AND COMPLETE COPY OF THE INSTRUMENT HERewith SET OUT AS IT APPEARS ON RECORD IN THE COURT CLERK'S OFFICE OF CLEVELAND COUNTY, OKLAHOMA WITNESS MY HAND AND SEAL THIS 11 DAY OF December, 2007

RHONDA HALL, COURT CLERK

BY [Signature]

DEPUTY