

EXECUTION VERSION

**LIEFF CABRASER HEIMANN & BERNSTEIN, LLP**

Joy A. Kruse (State Bar No. 142799)  
Katherine L. Benson (State Bar No. 259826)  
275 Battery Street, 29th Floor  
San Francisco, CA 94111-3339  
Telephone: (415) 956-1000  
Facsimile: (415) 956-1008

*Liaison Counsel*

**LABATON SUCHAROW LLP**

Jonathan Gardner (*pro hac vice*)  
Carol C. Villegas (*pro hac vice*)  
Alec T. Coquin (*pro hac vice*)  
140 Broadway  
New York, NY 10005  
Telephone: (212) 907-0700  
Facsimile: (212) 818-0477

*Co-Lead Counsel for the Class*

*[Additional counsel listed on signature page]*

**MOTLEY RICE LLC**

James M. Hughes (*pro hac vice*)  
William S. Norton (*pro hac vice*)  
Max N. Gruetzmacher (*pro hac vice*)  
Michael J. Pendell (*pro hac vice*)  
28 Bridgeside Blvd.  
Mt. Pleasant, SC 29464  
Telephone: (843) 216-9000  
Facsimile: (843) 216-9450

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION**

BABAK HATAMIAN and LUSSA DENNJ  
SALVATORE, individually and on behalf of  
all others similarly situated,

Plaintiffs,

v.

ADVANCED MICRO DEVICES, INC.,  
RORY P. READ, THOMAS J. SEIFERT,  
RICHARD A. BERGMAN, AND LISA T.  
SU,

Defendants.

Case No. 4:14-cv-00226-YGR

CLASS ACTION

**STIPULATION AND AGREEMENT OF  
SETTLEMENT**

1 This stipulation and agreement of settlement (the “Stipulation”) is made and entered into  
2 by and between Arkansas Teacher Retirement System (“ATRS”) and KBC Asset Management  
3 NV (“KBC”) (collectively, the “Lead Plaintiffs” or “Class Representatives”), on behalf of  
4 themselves and each of the members of the certified Class (defined below), on the one hand, and  
5 Advanced Micro Devices, Inc. (“AMD” or the “Company”), and Rory P. Read (“Read”),  
6 Thomas J. Seifert (“Seifert”), Richard A. Bergman (“Bergman”), and Lisa T. Su (“Su”)  
7 (collectively, the “Individual Defendants” and with AMD, the “Defendants”), on the other hand,  
8 by and through their counsel of record in the above-captioned litigation pending in the United  
9 States District Court for the Northern District of California (the “Court”). This Stipulation is  
10 intended by the parties to fully, finally, and forever resolve, discharge, and settle the Released  
11 Claims (defined below), upon and subject to the terms and conditions hereof and subject to the  
12 Court’s approval.

13 **WHEREAS:**

14 A. All words or terms used herein that are capitalized shall have the meaning  
15 ascribed to those words or terms as set forth herein and in ¶ 1 hereof entitled “Definitions.”

16 B. On January 15, 2014, the initial complaint *Hatamian v. Advanced Micro Devices,*  
17 *Inc.*, No. 14-cv-226, was filed in the United States District Court for the Northern District of  
18 California. ECF No. 1. On March 17, 2014, motions to appoint a lead plaintiff and to approve  
19 lead plaintiff’s selection of counsel were filed by three separate movants. ECF Nos. 9 - 23.

20 C. On April 4, 2014, the Court issued an order appointing ATRS and KBC lead  
21 plaintiffs and approving their selection of Labaton Sucharow LLP and Motley Rice LLC as co-  
22 lead counsel (collectively, “Co-Lead Counsel” or “Class Counsel”) and Lieff Cabraser Heimann  
23 & Bernstein, LLP as liaison counsel. ECF No. 37.

24 D. Lead Plaintiffs filed the Amended Complaint for Violation of the Federal  
25 Securities Laws on May 23, 2014, alleging violations §§10(b) and 20(a) of the Securities and  
26 Exchange Act of 1934 (“Exchange Act”). ECF No. 56. Lead Plaintiffs filed the Corrected  
27  
28

1 Amended Class Action Complaint for Violations of the Federal Securities Laws (“CAC”) on  
2 June 11, 2014. ECF No. 61.

3 E. On July 7, 2014, Defendants moved to dismiss the CAC. ECF No. 66. On  
4 September 16, 2014, the Action was transferred to the Honorable Yvonne Gonzales Rogers.  
5 ECF No. 89. On April 22, 2015, the Court denied Defendants’ motion to dismiss. ECF No. 110.  
6 Thereafter, on May 14, 2015, Defendants filed their answer to the CAC. ECF No. 119.

7 F. On September 4, 2015, Lead Plaintiffs moved for class certification, appointment  
8 of ATRS and KBC as class representatives, and appointment of Labaton Sucharow LLP and  
9 Motley Rice LLC as class counsel. ECF No. 143 - 146. Defendants opposed the motion. ECF  
10 No. 155.

11 G. Before oral argument on the motion, Defendants and Lead Plaintiffs engaged the  
12 Hon. Layn R. Phillips (ret.), a well-respected and highly experienced mediator and former  
13 federal judge, to assist them in exploring a potential negotiated resolution of the claims in the  
14 Action. On January 14, 2016, counsel for Lead Plaintiffs and Defendants met with Judge  
15 Phillips in an attempt to reach a settlement. The mediation was preceded by the exchange of  
16 mediation statements and reply mediation statements. However, the parties were unable to reach  
17 an agreement on January 14, 2016. Following the mediation, Judge Phillips continued his efforts  
18 to facilitate discussions among the parties.

19 H. On March 16, 2016, the Court issued an Order granting Lead Plaintiffs’ motion,  
20 certifying the class, appointing ATRS and KBC as Class Representatives, and appointing  
21 Labaton Sucharow LLP and Motley Rice LLC as Class Counsel (“Class Certification Order”).  
22 ECF No. 181.

23 I. On October 3, 2016, the Class Representatives and Defendants filed their joint  
24 motion to approve the form, content, and method for providing notice of the pendency of the  
25 Action to the Class. ECF No. 226. On October 21, 2016, the Court entered an order approving  
26 Class Representatives’ notice of pendency program, which included a notice that was mailed by  
27 first-class mail (the “Class Notice”), a website long-form notice, and a publication summary  
28

1 notice. Beginning on November 11, 2016, the Class Notice was mailed to potential Class  
2 Members and the website long-form notice was posted. On November 21, 2016, the publication  
3 summary notice was disseminated to the Class.

4 J. On April 25, 2017, Defendants filed a motion for summary judgment and a  
5 motion to exclude Class Representatives' expert witnesses; that same day, Class Representatives  
6 filed a motion to exclude Defendants' expert witnesses. ECF Nos. 254, 255, 264. On May 30,  
7 2017, Class Representatives filed an omnibus memorandum, opposing Defendants' motion for  
8 summary judgment and affirmatively moving for summary judgment as to the alleged falsity of  
9 certain statements. ECF No. 292. As of July 25, 2017, the cross-motions for summary judgment  
10 and motions to exclude expert witnesses, including related evidentiary motions, were fully  
11 briefed and scheduled to be heard by the Court on September 12, 2017. ECF Nos. 315, 317.

12 K. Class Representatives, through Class Counsel, conducted a thorough investigation  
13 relating to the claims, defenses, and underlying events and transactions that are the subject of the  
14 Action. According to Class Counsel, this process included reviewing and analyzing: (i)  
15 documents filed publicly by the Company with the U.S. Securities and Exchange Commission  
16 ("SEC"); (ii) publicly available information, including press releases, news articles, and other  
17 public statements issued by or concerning the Company and the Defendants; (iii) research reports  
18 issued by financial analysts concerning the Company; (iv) other publicly available information  
19 and data concerning the Company; (v) approximately 2,325,000 pages of documents produced  
20 by Defendants during discovery and approximately 97,000 pages of documents produced by  
21 third-parties; and (vi) the applicable law governing the claims and potential defenses.

22 L. Before reaching the agreement in principle to settle the Action, counsel for Class  
23 Representatives and Defendants completed voluminous class, fact and expert discovery that  
24 included: taking or defending approximately 34 depositions, including the depositions of Class  
25 Representatives, the Individual Defendants, and 7 experts; and exchanging 10 expert reports  
26 directed at semiconductor manufacturing, supply and demand, product gross margins,  
27 macroeconomic industry trends, loss causation, and damages.

1 M. Class Counsel and Defendants' Counsel participated in a second mediation on  
2 August 8, 2017, conducted by both Judge Phillips and the Honorable Gary A. Feess (Ret.), a  
3 former United States District Judge in the Central District of California. The mediation involved  
4 an extended effort to settle the claims and was preceded by the exchange of mediation  
5 statements. During the August 8, 2017, mediation Class Counsel and Defendants' Counsel  
6 reached an agreement-in-principle, subject to approval by AMD's Board of Directors, to settle  
7 and release the claims asserted against the Defendants in the Action.

8 N. Defendants have denied and continue to deny any wrongdoing or that they have  
9 committed any act or omission giving rise to any liability or violation of law, including the U.S.  
10 securities laws. Defendants have denied and continue to deny each and every one of the claims  
11 alleged by Class Representatives in the Action on behalf of the Class, including all claims in the  
12 complaints filed in the Action. Defendants also have denied and continue to deny, *inter alia*, the  
13 allegations that Class Representatives or Class Members have suffered damage, or were  
14 otherwise harmed by the conduct alleged in the Action. Defendants have asserted and continue  
15 to assert that their public statements during the Class Period contained no material misstatements  
16 or omissions. Defendants have asserted and continue to assert that, at all times, they acted in  
17 good faith and in a manner they reasonably believed to be in accordance with all applicable  
18 rules, regulations, and laws. Nonetheless, Defendants have determined that it is desirable and  
19 beneficial to them that the Action be settled in the manner and upon the terms and conditions set  
20 forth in this Stipulation to avoid the further expense, inconvenience, and burden of this Action,  
21 the distraction and diversion of personnel and resources, and to obtain the conclusive and  
22 complete dismissal and/or release of this Action and Released Claims.

23 O. The Stipulation, whether or not consummated, any proceedings relating to any  
24 settlement, or any of the terms of any settlement, whether or not consummated, shall in no event  
25 be construed as, or deemed to be evidence of, an admission or concession on the part of the  
26 Defendants, or any of them individually, with respect to any fact or matter alleged in the Action,  
27  
28

1 or any claim of fault or liability or wrongdoing or damage whatsoever, or any infirmity in any  
2 claim or defense that has been or could have been asserted.

3 P. Class Representatives believe that the claims asserted in the Action have merit  
4 and that the evidence developed to date supports the claims asserted. However, Class  
5 Representatives and Class Counsel recognize and acknowledge the expense and length of  
6 continued proceedings necessary to prosecute the Action through summary judgment and trial  
7 (and any possible appeals). Class Representatives and Class Representatives also have taken into  
8 account the uncertain outcome and the risk of any litigation, especially in complex actions such  
9 as the Action, as well as the difficulties and delays inherent in such litigation. Class Counsel  
10 also are mindful of the inherent problems of proof and the possible defenses to the claims alleged  
11 in the Action. Based on their evaluation, Class Representatives and Class Counsel believe that  
12 the Settlement set forth in this Stipulation confers substantial monetary benefits upon the Class  
13 and is in the best interests of the Class.

14 **NOW THEREFORE**, without any concession by Class Representatives that the Action  
15 lacks merit, and without any concession by the Defendants of any liability, wrongdoing, fault, or  
16 lack of merit in the defenses asserted, it is hereby **STIPULATED AND AGREED**, by and  
17 among the parties to this Stipulation (“Parties”), through their respective attorneys, subject to  
18 approval by the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, that, in  
19 consideration of the benefits flowing to the Parties hereto, all Released Claims and all Released  
20 Defendants’ Claims, as against all Released Parties, shall be fully, finally, and forever  
21 compromised, settled, released, discharged, and dismissed with prejudice, and without costs  
22 (except as provided in the Stipulation), upon and subject to the following terms and conditions:

23 **DEFINITIONS**

24 1. As used in this Stipulation, the following terms shall have the meanings set forth  
25 below. In the event of any inconsistency between any definition set forth below and any  
26 definition in any other document related to the Settlement, the definition set forth below shall  
27 control.

1 (a) "Action" means the civil action captioned *Hatamian, et al. v. Advanced*  
2 *Micro Devices, Inc., et al.*, Case No. 14-cv-00226-YGR, pending in the United States District  
3 Court for the Northern District of California before the Honorable Yvonne Gonzalez Rogers.

4 (b) "Alternative Judgment" means a form of final judgment that may be  
5 entered by the Court but in a form other than the form of Judgment provided for in this  
6 Stipulation and where none of the Parties hereto elects to terminate the Settlement by reason of  
7 such variance.

8 (c) "Authorized Claimant" means a Class Member whose claim for recovery  
9 from the Settlement has been allowed pursuant to the terms of the Stipulation and the Court-  
10 approved Plan of Allocation.

11 (d) "Bar Order" means that portion of the Judgment or Alternative Judgment,  
12 the text of which will be substantially in the form set out in ¶¶ 9-10 of Exhibit B, which the  
13 Parties will ask the Court to enter and that is an essential term of the Settlement.

14 (e) "Barred Claim" means any claim, however styled, whether for  
15 indemnification, contribution, or otherwise and whether arising under state, federal or common  
16 law, against a Person where the claim is or arises from a Released Claim and the alleged injury  
17 to such Person bringing the claim arises from that Person's alleged liability to the Class or any  
18 Class Member, including any claim in which a Person seeks to recover (i) any amounts such  
19 Person has or might become liable to pay to the Class or any Class Member and/or (ii) any costs,  
20 expenses, or attorneys' fees from defending any claim by the Class or any Class Member.

21 (f) "Claims Administrator" means the firm Epiq Class Action & Claims  
22 Solutions, Inc. retained, subject to Court approval, to administer the Settlement, including  
23 providing all notices approved by the Court to Class Members, and processing proofs of claim.

24 (g) "Class" or "Class Member" means all persons and entities that, during the  
25 period from April 4, 2011 through October 18, 2012, inclusive, purchased or otherwise acquired  
26 shares of the publicly traded common stock of AMD. Excluded from the Class are AMD and the  
27 Individual Defendants; members of the immediate families of the Individual Defendants; AMD's  
28

1 subsidiaries and affiliates; any person who was an officer or director of AMD or any of AMD's  
2 subsidiaries or affiliates during the Class Period; any entity in which any Defendant has a  
3 controlling interest; AMD's employee retirement and benefit plan(s); any person or entity that  
4 validly and timely sought exclusion from the Class in connection with the Class Notice (defined  
5 below) previously disseminated who does not opt back into the Class by following the  
6 procedures included in the Settlement Notice (defined below); and the legal representatives,  
7 heirs, successors and assigns of any such excluded person or entity. Also excluded from the  
8 Class shall be any person or entity that seeks exclusion by timely submitting a valid request for  
9 exclusion in connection with the Settlement Notice (defined below), which is accepted by the  
10 Court.

11 (h) "Class Counsel" means Labaton Sucharow LLP and Motley Rice LLC.

12 (i) "Class Notice" means the notice of pendency of the Action previously  
13 authorized by Order of the Court, which was mailed to Class Members beginning on November  
14 11, 2016.

15 (j) "Class Period" means the period from April 4, 2011 through October 18,  
16 2012, inclusive.

17 (k) "Court" means the United States District Court for the Northern District of  
18 California.

19 (l) "Defendants" means Advanced Micro Devices, Inc., Rory P. Read,  
20 Thomas J. Seifert, Richard A. Bergman, and Lisa T. Su.

21 (m) "Defendants' Counsel" means the law firms of Latham & Watkins LLP  
22 and Cooley LLP.

23 (n) "Effective Date" means the date upon which the Settlement shall have  
24 become effective, as set forth in ¶ 38 below.

25 (o) "Escrow Account" means the separate escrow account designated and  
26 controlled by Class Counsel at one or more national banking institutions into which the  
27 Settlement Amount will be deposited for the benefit of the Class.



1 (p) “Escrow Agent” means Class Counsel.

2 (q) “Fee and Expense Application” means Class Counsel’s application, on  
3 behalf of plaintiffs’ counsel, for an award of attorneys’ fees and payment of litigation expenses  
4 incurred in prosecuting the case, including any expenses of Class Representatives pursuant to 15  
5 U.S.C. § 78u-4(a)(4) of the Private Securities Litigation Reform Act of 1995 (“PSLRA”).

6 (r) “Final” shall mean, with respect to the Court’s Judgment or Alternative  
7 Judgment, the occurrence of either of the following (whichever is earlier): (i) if an appeal or  
8 review is not sought by any Person from the Judgment or Alternative Judgment, the day  
9 following the expiration of the time to appeal or petition from the Judgment or Alternative  
10 Judgment; or (ii) if an appeal or review is sought from the Judgment or Alternative Judgment,  
11 the day after such Judgment or Alternative Judgment is no longer subject to further judicial  
12 review, including upon appeal or review by writ of certiorari. However, any appeal or  
13 proceeding seeking subsequent judicial review pertaining solely to the Plan of Allocation, or to  
14 the Court’s award of attorneys’ fees or expenses, shall not in any way delay or affect the time set  
15 forth above for the Judgment or Alternative Judgment to become Final or otherwise preclude the  
16 Judgment or Alternative Judgment from becoming Final.

17 (s) “Individual Defendants” means Rory P. Read, Thomas J. Seifert, Richard  
18 A. Bergman, and Lisa T. Su.

19 (t) “Judgment” means the proposed judgment to be entered by the Court  
20 approving the Settlement, substantially in the form attached hereto as Exhibit B.

21 (u) “Lead Plaintiffs” or “Class Representatives” means Arkansas Teacher  
22 Retirement System and KBC Asset Management NV.

23 (v) “Liaison Counsel” means Lief Cabraser Heimann & Bernstein, LLP.

24 (w) “Mediator” means Hon. Layn R. Phillips (Ret.).

25 (x) “Net Settlement Fund” means the Settlement Fund less: (i) Court-awarded  
26 attorneys’ fees and expenses; (ii) Notice and Administration Expenses; (iii) Taxes; and (iv) any  
27 other fees or expenses approved by the Court.

28

1 (y) "Notice and Administration Expenses" means all costs, fees, and expenses  
2 incurred in connection with providing notice to the Class and the administration of the  
3 Settlement, including but not limited to: (i) providing notice of the pendency of the Action and  
4 the Settlement by mail, publication, and other means to Class Members; (ii) receiving and  
5 reviewing claims; (iii) applying the Plan of Allocation; (iv) communicating with Persons  
6 regarding the Settlement and claims administration process; (v) distributing the proceeds of the  
7 Settlement; and (vi) fees related to the Escrow Account and investment of the Settlement Fund.

8 (z) "Person(s)" means any individual, corporation (including all divisions and  
9 subsidiaries), general or limited partnership, association, joint stock company, joint venture,  
10 limited liability company, professional corporation, estate, legal representative, trust,  
11 unincorporated association, government or any political subdivision or agency thereof, and any  
12 other business or legal entity, and, as applicable, their respective spouses, heirs, predecessors,  
13 successors-in-interest, representatives, and assigns.

14 (aa) "Plan of Allocation" means the Plan of Allocation for the Net Settlement  
15 Fund, which shall be substantially in the form described in the Settlement Notice or any other  
16 plan of distributing the Net Settlement Fund as shall be approved by the Court.

17 (bb) "Preliminary Approval Order" means the proposed Order Granting  
18 Preliminary Approval of Class Action Settlement, Approving Form and Manner of Notice, and  
19 Setting Date for Hearing on Final Approval of Settlement, substantially in the form attached  
20 hereto as Exhibit A.

21 (cc) "Proof of Claim" or "Claim Form" means the Proof of Claim and Release  
22 form for submitting a claim, which shall be substantially in the form attached as Exhibit 2 to  
23 Exhibit A hereto.

24 (dd) "Released Claims" means any and all actions, suits, claims, demands,  
25 rights, liabilities, damages, costs, restitution, rescission, interest, attorneys' fees, expert or  
26 consulting fees, expenses, matters and issues known or Unknown (as defined below), contingent  
27 or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated,  
28

1 matured or unmatured, accrued or unaccrued, apparent or unapparent, whether concealed or  
2 hidden, and causes of action of every nature and description, including both known claims and  
3 Unknown Claims (as defined below), whether based on federal, state, local, foreign, statutory or  
4 common law or any other law, rule or regulation, including claims under the Securities Act of  
5 1933 or the Securities Exchange Act of 1934 or the securities laws of any state or territory, that  
6 have been or that might have been asserted by any Releasing Plaintiff Party against any of the  
7 Released Defendant Parties, arising out of, relating to, based upon, or in connection with both:  
8 (a) any purchase, acquisition, disposition, sale, or holding of AMD publicly traded common  
9 stock during the Class Period and (b) any facts, claims, matters, allegations, transactions, events,  
10 disclosures, representations, statements, acts, or omissions or failures to act that were alleged, set  
11 forth, referred to, or that could have been alleged in the Action against the Released Defendant  
12 Parties. For the avoidance of doubt, the following claims are not included as Released Claims:  
13 (i) *Wessels v. Read, et al.*, Case No. 1:14 cv-262486 (Santa Clara Super. Ct.); (ii) *Christopher*  
14 *Hamilton and David Hamilton v. Barnes, et al.*, Case No. 5:15-cv-01890 (N.D. Cal.); (iii) *Jake*  
15 *Ha v. Caldwell, et al.*, Case No. 3:15-cv-04485 (N.D. Cal.); (iv) those of any person or entity that  
16 validly and timely sought exclusion from the Class in connection with the Class Notice  
17 previously disseminated who does not opt back into the Class, and the legal representatives,  
18 heirs, successors and assigns of any such excluded person or entity; (v) all claims of any person  
19 or entity that submits a request for exclusion in connection with the Settlement, to the extent the  
20 Court grants any such request; or (vi) claims relating to the enforcement of the Settlement.

21 (ee) “Released Defendant Party” or “Released Defendant Parties” means  
22 Defendants, Defendants’ Counsel, and each of their respective past or present subsidiaries,  
23 parents, affiliates, principals, successors and predecessors, joint venturers, assigns, officers,  
24 directors, shareholders, underwriters, trustees, partners, members, agents, fiduciaries,  
25 contractors, employees, insurers, co-insurers, reinsurers, controlling shareholders, attorneys,  
26 accountants or auditors, financial or investment advisors or consultants, banks or investment  
27 bankers, personal or legal representatives, estates, heirs, related or affiliated entities, any entity in  
28

1 which a Defendant has a controlling interest, any member of an Individual Defendant's  
2 immediate family, or any trust of which any Individual Defendant is a settlor or which is for the  
3 benefit of any Defendant and/or member(s) of his or her family, and each of the heirs, executors,  
4 administrators, predecessors, successors, and assigns of the foregoing.

5 (ff) "Released Defendants' Claims" means all claims, demands, rights,  
6 remedies, liabilities, and causes of action of every nature and description whatsoever, including  
7 both known claims and Unknown Claims (as defined below), whether arising under federal,  
8 state, local, statutory, common or foreign law, or any other law, rule, or regulation, that  
9 Defendants could have asserted against any of the Releasing Plaintiff Parties that arise out of or  
10 relate in any way to the institution, prosecution, or settlement of the claims in the Action, except  
11 for claims relating to the enforcement of the Settlement.

12 (gg) "Released Parties" means the Released Defendant Parties and the  
13 Releasing Plaintiff Parties.

14 (hh) "Releasing Plaintiff Party" or "Releasing Plaintiff Parties" means each and  
15 every Class Member, Class Representatives, Class Counsel, Liaison Counsel, and each of their  
16 respective past or present trustees, officers, directors, partners, employees, contractors, auditors,  
17 principals, agents, attorneys, predecessors, successors, assigns, insurers, parents, subsidiaries,  
18 general or limited partners or partnerships, and limited liability companies; and the spouses,  
19 members of the immediate families, representatives, and heirs of any Releasing Plaintiff Party  
20 who is an individual, as well as any trust of which any Releasing Plaintiff Party is the settlor or  
21 which is for the benefit of any of their immediate family members. Releasing Plaintiff Parties  
22 does not include any Person who timely and validly seeks exclusion from the Class.

23 (ii) "Settlement" means the resolution of the Action in accordance with the  
24 terms and provisions of the Stipulation.

25 (jj) "Settlement Amount" means the total principal amount of twenty-nine  
26 million, five hundred thousand U.S. dollars (\$29,500,000) in cash.

1 (kk) "Settlement Fund" means the Settlement Amount and any interest earned  
2 thereon.

3 (ll) "Settlement Hearing" means the hearing to be held by the Court to  
4 determine whether (i) the Settlement is fair, reasonable, and adequate and should be approved,  
5 (ii) the Plan of Allocation is fair, reasonable and adequate and should be approved, and (iii) Class  
6 Counsel's request for an award of attorneys' fees and expenses should be approved.

7 (mm) "Settlement Notice" means the Notice of Proposed Class Action  
8 Settlement and Motion for Attorneys' Fees and Expenses, which is to be mailed to Class  
9 Members and which shall be substantially in the form attached as Exhibit 1 to Exhibit A hereto.

10 (nn) "Stipulation" means this Stipulation and Agreement of Settlement.

11 (oo) "Summary Notice" means the Summary Notice of Proposed Class Action  
12 Settlement and Motion for Attorneys' Fees and Expenses for publication, which shall be  
13 substantially in the form attached as Exhibit 3 to Exhibit A hereto.

14 (pp) "Taxes" means all federal, state, or local taxes of any kind on any income  
15 earned by the Settlement Fund and the expenses and costs incurred in connection with the  
16 taxation of the Settlement Fund (including, without limitation, interest, penalties and the  
17 reasonable expenses of tax attorneys and accountants).

18 (qq) "Unknown Claims" means any and all Released Claims that Class  
19 Representatives or any other Class Member does not know or suspect to exist in his, her, or its  
20 favor at the time of the release of the Released Defendant Parties, and any and all Released  
21 Defendants' Claims that any Defendant does not know or suspect to exist in his, her, or its favor  
22 at the time of the release of the Releasing Plaintiff Parties, which if known by him, her, or it  
23 might have affected his, her, or its decision(s) with respect to the Settlement, including the  
24 decision to object to the terms of the Settlement or to exclude himself, herself, or itself from the  
25 Class. With respect to any and all Released Claims and Released Defendants' Claims, the  
26 Parties stipulate and agree that, upon the Effective Date, Class Representatives and Defendants  
27 shall expressly, and each other Class Member and Released Defendant Parties shall be deemed to  
28

1 have, and by operation of the Judgment or Alternative Judgment shall have, to the fullest extent  
2 permitted by law, expressly waived and relinquished any and all provisions, rights and benefits  
3 conferred by any law of any state or territory of the United States, or principle of common law,  
4 which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

11 Class Representatives, other Class Members, Defendants, or any Released Defendant Party may  
12 hereafter discover facts, legal theories, or authorities in addition to or different from those which  
13 any of them now knows or believes to be true with respect to the subject matter of the Released  
14 Claims and the Released Defendants' Claims, but Class Representatives and Defendants shall  
15 expressly, fully, finally, and forever waive, compromise, settle, discharge, extinguish, and  
16 release, and each Class Member and Released Defendant Party shall be deemed to have waived,  
17 compromised, settled, discharged, extinguished, and released, and upon the Effective Date and  
18 by operation of the Judgment or Alternative Judgment shall have waived, compromised, settled,  
19 discharged, extinguished, and released, fully, finally, and forever, any and all Released Claims  
20 and Released Defendants' Claims as applicable, known or unknown, suspected or unsuspected,  
21 contingent or absolute, accrued or unaccrued, apparent or unapparent, which now exist, or  
22 heretofore existed, or may hereafter exist, without regard to the subsequent discovery or  
23 existence of such different or additional facts, legal theories, or authorities. Class  
24 Representatives and Defendants acknowledge, and other Class Members and Released  
25 Defendant Party by operation of law shall be deemed to have acknowledged, that the inclusion of  
26 "Unknown Claims" in the definition of Released Claims and Released Defendants' Claims was  
27 separately bargained for and was a material element of the Settlement.  
28

1 **SCOPE AND EFFECT OF SETTLEMENT**

2 2. The obligations incurred pursuant to the Stipulation are (a) subject to approval by  
3 the Court and the Judgment (or Alternative Judgment), reflecting such approval, becoming Final;  
4 and (b) in full and final disposition of the Action with respect to the Released Parties and any and  
5 all Released Claims and Released Defendants' Claims.

6 3. By operation of the Judgment or Alternative Judgment, as of the Effective Date,  
7 Class Representatives and each and every other Class Member, on behalf of themselves and each  
8 of their respective heirs, executors, trustees, administrators, predecessors, successors, and  
9 assigns, shall be deemed to have fully, finally, and forever waived, released, discharged, and  
10 dismissed each and every one of the Released Claims against each and every one of the Released  
11 Defendant Parties and shall forever be barred and enjoined from commencing, instituting,  
12 prosecuting, or maintaining any and all of the Released Claims against any and all of the  
13 Released Defendant Parties.

14 4. By operation of the Judgment or Alternative Judgment, as of the Effective Date,  
15 Defendants, on behalf of themselves and each of their respective heirs, executors, trustees,  
16 administrators, predecessors, successors, and assigns, shall be deemed to have fully, finally, and  
17 forever waived, released, discharged, and dismissed each and every one of the Released  
18 Defendants' Claims against each and every one of the Releasing Plaintiff Parties and shall  
19 forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any  
20 and all of the Released Defendants' Claims against any and all of the Releasing Plaintiff Parties.

21 **THE SETTLEMENT CONSIDERATION**

22 5. In full settlement of the claims asserted in the Action against Defendants and in  
23 consideration of the releases specified in ¶¶ 3-4, above, all of which the Parties agree are good  
24 and valuable consideration, Defendants shall cause to be paid the Settlement Amount into the  
25 Escrow Account within fifteen (15) business days after both (i) entry of the Preliminary  
26 Approval Order and (ii) Class Counsel provides to Latham & Watkins LLP information  
27 necessary to effectuate a transfer of funds to the Escrow Account, including but not limited to,  
28





1 terms of this Stipulation, and/or further order of the Court. The Escrow Agent shall invest funds  
2 in the Escrow Account in instruments backed by the full faith and credit of the United States  
3 Government (or a mutual fund invested solely in such instruments), or deposit some or all of the  
4 funds in non-interest-bearing transaction account(s) that are fully insured by the Federal Deposit  
5 Insurance Corporation (“FDIC”) in amounts that are up to the limit of FDIC insurance.  
6 Defendants and Defendants’ Counsel shall have no responsibility for, interest in, or liability  
7 whatsoever with respect to investment decisions executed by the Escrow Agent. All risks related  
8 to the investment of the Settlement Fund shall be borne solely by the Settlement Fund and its  
9 Escrow Agent.

10 10. After the Settlement Amount has been paid into the Escrow Account, the Parties  
11 agree to treat the Settlement Fund as a “qualified settlement fund” within the meaning of Treas.  
12 Reg. § 1.468B-1. In addition, Class Counsel shall timely make, or cause to be made, such  
13 elections as necessary or advisable to carry out the provisions of this paragraph 10, including the  
14 “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted  
15 date. Such election shall be made in compliance with the procedures and requirements contained  
16 in such regulations. It shall be the responsibility of Class Counsel to timely and properly prepare  
17 and deliver, or cause to be prepared and delivered, the necessary documentation for signature by  
18 all necessary parties, and thereafter take all such actions as may be necessary or appropriate to  
19 cause the appropriate filing(s) to occur. Consistent with the foregoing:

20 (a) For the purposes of Section 468B of the Internal Revenue Code of 1986,  
21 as amended, and Treas. Reg. § 1.468B promulgated thereunder, the “administrator” shall be  
22 Class Counsel or their successors, who shall timely and properly file, or cause to be filed, all  
23 federal, state, or local tax returns and information returns (together, “Tax Returns”) necessary or  
24 advisable with respect to the earnings on the funds deposited in the Escrow Account (including  
25 without limitation the returns described in Treas. Reg. § 1.468B-2(k)). Such Tax Returns (as  
26 well as the election described above) shall be consistent with this subparagraph and in all events  
27 shall reflect that all Taxes (including any estimated taxes, earnings, or penalties) on the income  
28

1 earned on the funds deposited in the Escrow Account shall be paid out of such funds as provided  
2 in subparagraph (c) of this paragraph 10.

3 (b) All Taxes shall be paid out of the Settlement Fund. In all events,  
4 Defendants and Defendants' Counsel shall have no liability or responsibility whatsoever for the  
5 Taxes or the filing of any tax return or other document with the Internal Revenue Service or any  
6 other state or local taxing authority. In the event any Taxes are owed by any of the Defendants  
7 on any earnings on the funds on deposit in the Escrow Account, such amounts shall also be paid  
8 out of the Settlement Fund. Any Taxes or Tax expenses owed on any earnings on the Settlement  
9 Amount before its transfer to the Escrow Account shall be the sole responsibility of the entities  
10 that make the deposit.

11 (c) Taxes shall be treated as, and considered to be, a cost of administration of  
12 the Settlement and shall be timely paid, or caused to be paid, by Class Counsel out of the  
13 Settlement Fund without prior order from the Court or approval by Defendants, and Class  
14 Counsel shall be obligated (notwithstanding anything herein to the contrary) to withhold from  
15 distribution to Authorized Claimants any funds necessary to pay such amounts (as well as any  
16 amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). The Parties  
17 agree to cooperate with Class Counsel, each other, and their tax attorneys and accountants to the  
18 extent reasonably necessary to carry out the provisions of this paragraph 10.

19 11. This is not a claims-made settlement. After the Effective Date, the Released  
20 Defendant Parties, and/or any other Person funding the Settlement on their behalf, shall have no  
21 interest in the Settlement Fund or in the Net Settlement Fund, shall not have any right to the  
22 return of the Settlement Fund or any portion thereof for any reason, and shall not have liability  
23 should claims made exceed the amount available in the Settlement Fund for payment of such  
24 claims. The Released Defendant Parties shall not be liable for the loss of any portion of the  
25 Settlement Fund, nor have any liability, obligation, or responsibility for the payment of claims,  
26 Taxes, legal fees, or any other expenses payable from the Settlement Fund.

1 **ATTORNEYS' FEES AND EXPENSES**

2 12. Class Counsel, on behalf of all plaintiffs' counsel, will file with the Court a Fee  
3 and Expense Application. The Fee and Expense Application will seek the award of attorneys'  
4 fees and the payment of litigation expenses incurred in prosecuting the Action, including  
5 reimbursement to Class Representatives pursuant to the PSLRA, with earnings on such amounts  
6 at the same rate and for the same periods as earned by the Settlement Fund. Any award of  
7 attorneys' fees or litigation expenses shall be paid solely from the Settlement Fund. Class  
8 Counsel reserve the right to make additional applications for fees and expenses incurred.

9 13. The amount of attorneys' fees and expenses awarded by the Court is within the  
10 sole discretion of the Court. Any attorneys' fees and expenses awarded by the Court shall be  
11 paid from the Settlement Fund to Class Counsel no later than ten (10) calendar days after entry  
12 of the Judgment (or Alternative Judgment) or Order awarding such attorneys' fees and expenses,  
13 whichever is later, notwithstanding the existence of any timely filed objections thereto or to the  
14 Settlement, or potential for appeal therefrom, or collateral attack on the awarded fees and  
15 expenses, the Settlement, or any part thereof. Class Counsel shall allocate any Court-awarded  
16 attorneys' fees and expenses among plaintiffs' counsel.

17 14. Any payment of attorneys' fees and expenses pursuant to ¶¶ 12-13 above shall be  
18 subject to Class Counsel's joint and several obligation to make refunds or repayments to the  
19 Settlement Fund of any paid amounts, plus accrued earnings at the same net rate as is earned by  
20 the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or  
21 fails to become effective for any reason, or if, as a result of any appeal or further proceedings on  
22 remand or successful collateral attack, the award of attorneys' fees and/or expenses is reduced or  
23 reversed by final non-appealable court order. Class Counsel shall make the appropriate refund or  
24 repayment in full no later than thirty (30) calendar days after receiving notice of the termination  
25 of the Settlement pursuant to this Stipulation, notice from a court of appropriate jurisdiction of  
26 the disapproval of the Settlement by final non-appealable court order, or notice of any reduction  
27 or reversal of the award of attorneys' fees and/or expenses by final non-appealable court order.  
28

1 Each law firm receiving attorneys' fees and litigation costs and expenses, as a condition of  
2 receiving such fees and expenses, on behalf of itself and each partner and/or shareholder of it,  
3 agrees that (i) it and its partners and/or shareholders are subject to the jurisdiction of the Court  
4 for the purpose of enforcing this Stipulation; (ii) it and its partners and/or shareholders shall be  
5 subject to repayment of all attorneys' fees and expenses awarded by the Court allocated to it,  
6 including all amounts paid, as well as accrued interest; and (iii) the Court may, upon application  
7 of Defendants or Defendants' Counsel, summarily issue orders, including, without limitation,  
8 judgments and attachment orders, and may make appropriate findings of or sanctions for  
9 contempt against any law firm or any of its partners and/or shareholders should such law firm  
10 fail to timely repay attorneys' fees and expenses pursuant to this paragraph.

11 15. With the sole exception of Defendants' obligation to pay the Settlement Amount  
12 into the Escrow Account as provided for in ¶ 5, Defendants shall have no responsibility for, and  
13 no liability whatsoever with respect to, any payment whatsoever to Class Counsel or plaintiffs'  
14 counsel in the Action that may occur at any time.

15 16. Defendants shall have no responsibility for, and no liability whatsoever with  
16 respect to, any allocation of any attorneys' fees or expenses among Class Counsel or plaintiffs'  
17 counsel in the Action, or to any other Person who may assert some claim thereto, or any fee or  
18 expense awards the Court may make in the Action.

19 17. Defendants shall have no responsibility for, and no liability whatsoever with  
20 respect to, any attorneys' fees, costs, or expenses incurred by or on behalf of Class Members,  
21 whether or not paid from the Escrow Account. The Settlement Fund will be the sole source of  
22 payment from Defendants for any award of attorneys' fees and expenses ordered by the Court.

23 18. The procedure for and the allowance or disallowance by the Court of any Fee and  
24 Expense Application are not part of the Settlement set forth in this Stipulation, and are separate  
25 from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement  
26 set forth in the Stipulation, and shall have no effect on the terms of this Stipulation or on the  
27 validity or enforceability of this Settlement. The approval of the Settlement, and it becoming  
28

1 Final, shall not be contingent on the award of attorneys' fees and expenses, any award to Class  
2 Representatives or Class Counsel, nor any appeals to such awards. Class Representatives and  
3 Class Counsel may not cancel or terminate the Stipulation or the Settlement in accordance with  
4 ¶¶ 39 - 43 or otherwise based on the Court's or any appellate court's ruling with respect to fees  
5 and expenses in the Action.

#### 6 **ADMINISTRATION EXPENSES**

7 19. Except as otherwise provided herein, the Net Settlement Fund shall be held in the  
8 Escrow Account until the Effective Date.

9 20. Before the Effective Date, without further approval from Defendants or further  
10 order of the Court, Class Counsel may expend up to \$500,000 from the Settlement Fund to pay  
11 Notice and Administration Expenses actually incurred. Additional sums for this purpose before  
12 the Effective Date may be paid from the Settlement Fund upon order of the Court. Taxes and  
13 fees related to the Escrow Account and investment of the Settlement Fund may be paid as  
14 incurred, without further approval of Defendants or further order of the Court. After the  
15 Effective Date, without approval of Defendants or further order of the Court, Notice and  
16 Administration Expenses may be paid as incurred.

#### 17 **DISTRIBUTION TO AUTHORIZED CLAIMANTS**

18 21. The Claims Administrator, subject to such supervision and direction of Class  
19 Counsel and/or the Court as may be necessary or as circumstances may require, shall administer  
20 and calculate the claims submitted by Class Members subject to the jurisdiction of the Court and  
21 shall oversee distribution of the Net Settlement Fund to Authorized Claimants. Defendants and  
22 Defendants' Counsel shall have no responsibility for (except as stated in ¶¶ 5 and 36 hereof),  
23 interest in, or liability whatsoever with respect to the administration of the Settlement or the  
24 actions or decisions of the Claims Administrator, and shall have no liability to the Class in  
25 connection with such administration, including with respect to: (i) any act, omission, or  
26 determination by Class Counsel, the Escrow Agent, and/or the Claims Administrator, or any of  
27 their respective designees or agents, in connection with the administration of the Settlement or  
28

1 otherwise; (ii) the management or investment of the Settlement Fund or the Net Settlement Fund,  
2 or the distribution of the Net Settlement Fund; (iii) the Plan of Allocation; (iv) the determination,  
3 administration, calculation, or payment of any claims asserted against the Settlement Fund; (v)  
4 any losses suffered by, or fluctuations in value of, the Settlement Fund; (vi) the payment or  
5 withholding of any taxes, expenses, and/or costs incurred with the taxation of the Settlement  
6 Fund or the filing of any federal, state, or local returns.

7         22.     The Claims Administrator shall determine each Authorized Claimant's *pro rata*  
8 share of the Net Settlement Fund based upon each Authorized Claimant's recognized loss, as  
9 defined in the Plan of Allocation included in the Settlement Notice, or in such other plan of  
10 allocation as the Court may approve.

11         23.     Defendants have no role in the development of the Plan of Allocation. The Plan  
12 of Allocation is a matter separate and apart from the Settlement, and any decision by the Court  
13 concerning the Plan of Allocation shall not affect the validity or finality of the proposed  
14 Settlement. The Plan of Allocation is not a necessary term of the Stipulation and it is not a  
15 condition of the Stipulation that any particular plan of allocation be approved by the Court.  
16 Class Representatives and Class Counsel may not cancel or terminate the Stipulation or the  
17 Settlement in accordance with ¶ 39 or otherwise based on the Court's or any appellate court's  
18 ruling with respect to the Plan of Allocation or any plan of allocation in the Action. Defendants  
19 and Defendants' Counsel shall have no responsibility or liability for reviewing or challenging  
20 claims, the allocation of the Net Settlement Fund, or the distribution of the Net Settlement Fund.

21         24.     Upon the Effective Date and thereafter, and in accordance with the terms of the  
22 Stipulation, the Plan of Allocation, or such further approval and further order(s) of the Court as  
23 may be necessary or as circumstances may require, the Net Settlement Fund shall be distributed  
24 to Authorized Claimants.

25         25.     If there is any balance remaining in the Net Settlement Fund (whether by reason  
26 of tax refunds, uncashed checks or otherwise) after at least six (6) months from the date of initial  
27 distribution of the Net Settlement Fund, Class Counsel shall, if feasible and economical,  
28

1 redistribute such balance among Authorized Claimants who have cashed their checks in an  
2 equitable and economic fashion. These redistributions shall be repeated until the balance in the  
3 Net Settlement Fund is no longer feasible to distribute to Class Members. Any balance that still  
4 remains in the Net Settlement Fund after re-distribution(s), which is not feasible or economical  
5 to reallocate, after payment of Notice and Administration Expenses, Taxes, and attorneys' fees  
6 and expenses, shall be donated in equal amounts to Bay Area Legal Aid and Consumer  
7 Federation of America.

### 8 **ADMINISTRATION OF THE SETTLEMENT**

9 26. Any Class Member who fails timely to submit a valid Proof of Claim  
10 (substantially in the form of Exhibit 2 to Exhibit A) will not be entitled to receive any of the  
11 proceeds from the Net Settlement Fund, except as otherwise ordered by the Court, but will  
12 otherwise be bound by all of the terms of this Stipulation and the Settlement, including the terms  
13 of the Judgment or Alternative Judgment to be entered in the Action and all releases provided for  
14 herein, and will be barred from bringing any action against the Released Defendant Parties  
15 concerning the Released Claims.

16 27. Class Counsel shall be responsible for supervising the administration of the  
17 Settlement and disbursement of the Net Settlement Fund by the Claims Administrator. Class  
18 Counsel shall have the right, but not the obligation, to advise the Claims Administrator to waive  
19 what Class Counsel deem to be *de minimis* formal or technical defects in any Proof of Claim  
20 submitted. Defendants and Defendants' Counsel shall have no liability, obligation or  
21 responsibility for the administration of the Settlement, the allocation of the Net Settlement Fund,  
22 or the reviewing or challenging of claims of Class Members.

23 28. For purposes of determining the extent, if any, to which a claimant shall be  
24 entitled to be treated as an Authorized Claimant, the following conditions shall apply:

25 (a) Each claimant shall be required to submit a Proof of Claim, substantially  
26 in the form attached hereto as Exhibit 2 to Exhibit A, supported by such documents as are  
27 designated therein, including proof of the claimant's status as a Class Member, proof of the  
28

1 claimant's loss, and any other such other documents or proof as the Claims Administrator or  
2 Class Counsel, in their discretion, may deem acceptable;

3 (b) All Proofs of Claim must be submitted by the date set by the Court in the  
4 Preliminary Approval Order and specified in the Settlement Notice, unless such deadline is  
5 extended by Class Counsel in their discretion or by Order of the Court. Any Class Member who  
6 fails to submit a Proof of Claim by such date shall be barred from receiving any distribution from  
7 the Net Settlement Fund or payment pursuant to this Stipulation (unless, by Order of the Court or  
8 the discretion of Class Counsel, late-filed Proofs of Claim are accepted), but shall in all other  
9 respects be bound by all of the terms of this Stipulation and the Settlement, including the terms  
10 of the Judgment or Alternative Judgment and all releases provided for herein, and will be  
11 permanently barred and enjoined from bringing any action, claim or other proceeding of any  
12 kind against any Released Defendant Party. A Proof of Claim shall be deemed to be submitted  
13 when mailed, if received with a postmark on the envelope and if mailed by first-class or  
14 overnight U.S. Mail and addressed in accordance with the instructions thereon. In all other  
15 cases, the Proof of Claim shall be deemed to have been submitted when actually received by the  
16 Claims Administrator. Notwithstanding the foregoing, Class Counsel shall have the discretion  
17 (but not the obligation) to accept for processing late-submitted claims so long as the distribution  
18 of the Net Settlement Fund to Authorized Claimants is not materially delayed. Class Counsel  
19 shall have no liability for their discretion in accepting late claims;

20 (c) Each Proof of Claim shall be submitted to and reviewed by the Claims  
21 Administrator, under such supervision of Class Counsel as necessary, who shall determine in  
22 accordance with this Stipulation the extent, if any, to which each claim shall be allowed;

23 (d) Proofs of Claim that do not meet the submission requirements may be  
24 rejected. Before rejecting a Proof of Claim in whole or in part, the Claims Administrator shall  
25 communicate with the claimant in writing to give the claimant the chance to remedy any curable  
26 deficiencies in the Proof of Claim submitted. The Claims Administrator, under such supervision  
27 of Class Counsel, as necessary, shall notify, in a timely fashion and in writing, all claimants  
28



1 whose claims the Claims Administrator proposes to reject in whole or in part for curable  
2 deficiencies, setting forth the reasons therefor, and shall indicate in such notice that the claimant  
3 whose claim is to be rejected has the right to a review by the Court if the claimant so desires and  
4 complies with the requirements of subparagraph (e) below;

5 (e) If any claimant whose timely claim has been rejected in whole or in part  
6 for curable deficiency desires to contest such rejection, the claimant must, within twenty (20)  
7 calendar days after the date of mailing of the notice required in subparagraph (d) above, or a  
8 lesser period of time if the claim was untimely, serve upon the Claims Administrator a notice and  
9 statement of reasons indicating the claimant's grounds for contesting the rejection along with any  
10 supporting documentation, and requesting a review thereof by the Court. If a dispute concerning  
11 a claim cannot be otherwise resolved, Class Counsel shall thereafter present the request for  
12 review to the Court.

13 (f) The administrative determinations of the Claims Administrator accepting  
14 and rejecting claims shall be presented to the Court, and, on notice, to Defendants' Counsel, for  
15 approval by the Court. Defendants shall not take a position on the administrative determinations  
16 of the Claims Administrator.

17 29. Each claimant who submits a Proof of Claim shall be deemed to have submitted  
18 to the jurisdiction of the Court with respect to the claimant's claim, including but not limited to,  
19 all releases provided for herein and in the Judgment or Alternative Judgment, and the claim will  
20 be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided  
21 that such investigation and discovery shall be limited to the claimant's status as a Class Member  
22 and the validity and amount of the claimant's claim. In connection with processing the Proofs of  
23 Claim, no discovery shall be allowed on the merits of the Action or the Settlement.

24 30. Payment pursuant to the Stipulation and Plan of Allocation shall be deemed final  
25 and conclusive against any and all Class Members. All Class Members whose claims are not  
26 approved shall be barred from participating in distributions from the Net Settlement Fund, but  
27 otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the  
28

1 terms of the Judgment or Alternative Judgment to be entered in the Action and the releases  
2 provided for herein and therein, and will be barred from bringing any action against the Released  
3 Defendant Parties concerning the Released Claims.

4 31. Upon request by Defendants' Counsel or Defendants, the Claims Administrator  
5 and/or Class Counsel shall provide Defendants with records relating to the notices that were  
6 distributed, the Proofs of Claim received by the Claims Administrator, the Proofs of Claims  
7 allowed by the Claims Administrator and the payments made by the Claims Administrator.

8 32. All proceedings with respect to the administration, processing and determination  
9 of claims described by this Stipulation and the determination of all controversies relating thereto,  
10 including disputed questions of law and fact with respect to the validity of claims, shall be  
11 subject to the jurisdiction of the Court, but shall not in any event delay or affect the finality of the  
12 Judgment or Alternative Judgment.

13 33. No Person shall have any claim of any kind against the Released Defendant  
14 Parties or Defendants' Counsel with respect to the matters set forth in this section (*i.e.*, ¶¶ 26-  
15 33) or any of its subsections, or otherwise related in any way to the administration of the  
16 Settlement, including without limitation the processing of claims and distributions.

17 34. No Person shall have any claim against Class Representatives, Class Counsel, or  
18 the Claims Administrator, or other Person designated by Class Counsel, based on the  
19 distributions made substantially in accordance with the Stipulation and the Settlement contained  
20 herein, the Plan of Allocation, or further order(s) of the Court.

21 **TERMS OF THE PRELIMINARY APPROVAL ORDER**

22 35. Concurrently with their application for preliminary approval by the Court of the  
23 Settlement contemplated by this Stipulation and promptly upon execution of this Stipulation, and  
24 no later than five (5) business days after the execution of the Stipulation, Class Counsel shall  
25 apply to the Court for entry of the Preliminary Approval Order, which shall be substantially in  
26 the form annexed hereto as Exhibit A. The Preliminary Approval Order will, *inter alia*,

1 preliminarily approve the Settlement, set the date for the Settlement Hearing, approve the form  
2 of notice, and prescribe the method for giving notice of the Settlement to the Class.

3 36. AMD has previously provided Class Counsel with transfer records in electronic  
4 searchable form and Class Counsel will provide those records to the Claims Administrator.

5 **TERMS OF THE JUDGMENT**

6 37. If the Settlement contemplated by this Stipulation is approved by the Court, Class  
7 Counsel shall request that the Court enter a Judgment substantially in the form annexed hereto as  
8 Exhibit B. The Judgment or Alternative Judgment shall, as a material condition of the  
9 Settlement, contain the following Bar Order provision:

10 All Persons are barred from commencing, prosecuting, or asserting any Barred  
11 Claims. All Barred Claims are hereby extinguished, discharged, satisfied, and  
12 unenforceable.

13  
14 Inclusion of the Bar Order in the Judgment or Alternative Judgment is material to the Parties'  
15 decision to participate in this Stipulation. If the Judgment or Alternative Judgment fail to include  
16 the Bar Order, or if appellate review of the Bar Order is sought and on such review the Bar Order  
17 is vacated, modified or reversed, then any of the Parties may terminate the Settlement, pursuant  
18 to ¶ 39 below.

19 **EFFECTIVE DATE OF SETTLEMENT**

20 38. The Effective Date of this Settlement shall be the first business day on which all  
21 of the following shall have occurred or been waived:

22 (a) entry of the Preliminary Approval Order, which shall be in all material  
23 respects substantially in the form set forth in Exhibit A annexed hereto;

24 (b) payment of the Settlement Amount into the Escrow Account pursuant to ¶  
25 5;

1 (c) approval by the Court of the Settlement, following notice to the Class and  
2 the Settlement Hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure; and

3 (d) a Judgment, which shall be in all material respects substantially in the  
4 form set forth in Exhibit B annexed hereto, will have been entered by the Court and will have  
5 become Final; or in the event that an Alternative Judgment will have been entered, the  
6 Alternative Judgment will have become Final.

7 **WAIVER OR TERMINATION**

8 39. Defendants and Class Representatives shall have the right to terminate the  
9 Settlement and the Stipulation by providing written notice of their election to do so  
10 (“Termination Notice”), through counsel, to all other Parties hereto within fourteen (14) calendar  
11 days of: (i) the Court’s final non-appealable refusal to enter the Preliminary Approval Order in  
12 any material respect; (ii) the Court’s final non-appealable refusal to approve this Stipulation or  
13 any material part of it; (iii) the Court’s final non-appealable refusal to enter the Judgment in any  
14 material respect or an Alternative Judgment; or (iv) the date upon which the Judgment or  
15 Alternative Judgment is modified or reversed in any material respect by a Final order of the  
16 Court, the United States Court of Appeals, or the Supreme Court of the United States. For the  
17 avoidance of doubt, Class Representatives shall not have the right to terminate the Settlement  
18 due to any decision, ruling, or order relating to the Fee and Expense Application or any plan of  
19 allocation.

20 40. In addition to the foregoing, Defendants shall also have the right to withdraw  
21 from the Settlement in the event the Termination Threshold (defined below) has been reached.

22 (a) Simultaneously herewith, Defendants’ Counsel and Class Counsel are  
23 executing a confidential Supplemental Agreement Regarding Requests for Exclusion  
24 (“Supplemental Agreement”). The Supplemental Agreement sets forth certain conditions under  
25 which AMD shall have the option to terminate the Settlement and render the Stipulation null and  
26 void in the event that requests for exclusion from the Class (whether pursuant to the Class Notice  
27 previously disseminated or pursuant to a request to be excluded from this Settlement) exceed  
28

1 certain agreed-upon criteria (the “Termination Threshold”). The Parties agree to maintain the  
2 confidentiality of the Supplemental Agreement, which shall not be filed with the Court unless a  
3 dispute arises as to its terms, or as otherwise ordered by the Court, nor shall the Supplemental  
4 Agreement otherwise be disclosed unless ordered by the Court. If submission of the  
5 Supplemental Agreement is required for resolution of a dispute or is otherwise ordered by the  
6 Court, the Parties will use their best reasonable efforts to have the Supplemental Agreement  
7 submitted to the Court *in camera* or under seal.

8 (b) In the event of a termination of the Settlement pursuant to the  
9 Supplemental Agreement, the Stipulation shall become null and void and of no further force and  
10 effect, with the exception of the provisions of ¶¶ 46 – 48, which shall continue to apply.

11 41. The Preliminary Approval Order, attached hereto as Exhibit A, shall provide that  
12 requests for exclusion shall be received no later than twenty-one (21) calendar days before the  
13 Settlement Hearing (“Notice Date”). Upon receiving any request for exclusion pursuant to the  
14 Settlement Notice, the Claims Administrator shall promptly, and no later than fifteen (15)  
15 calendar days before the Settlement Hearing, notify Class Counsel and Defendants’ Counsel of  
16 such request for exclusion and provide copies of such request for exclusion and any  
17 documentation accompanying it by email.

18 42. In addition to all of the rights and remedies that Class Representatives have under  
19 the terms of this Stipulation, Class Representatives shall also have the right to terminate the  
20 Settlement in the event that the Settlement Amount has not been paid in the time period provided  
21 for in ¶ 5 above, by providing written notice of the election to terminate to all other Parties’  
22 counsel and, thereafter, there is a failure to pay the Settlement Amount within fourteen (14)  
23 calendar days of such written notice.

24 43. If, before the Settlement becomes Final, any Defendant files for protection under  
25 the Bankruptcy Code or any similar law or a trustee, receiver, conservator, or other fiduciary is  
26 appointed under Bankruptcy, or any similar law, and in the event of the entry of a final order of a  
27 court of competent jurisdiction determining the transfer of money or any portion thereof to the  
28

1 Settlement Fund by or on behalf of such Defendant to be a preference, voidable transfer,  
2 fraudulent transfer or similar transaction and any portion thereof is required to be returned, and  
3 such amount is not promptly deposited into the Settlement Fund by others, then, at the election of  
4 Class Representatives, the Parties shall jointly move the Court to vacate and set aside the release  
5 given and the Judgment or Alternative Judgment entered in favor of that Defendant or all  
6 Defendants, and that Defendant or all Defendants, Class Representatives and the members of the  
7 Class shall be restored to their litigation positions as of August 8, 2017. All releases and the  
8 Judgment or Alternative Judgment as to other Defendants shall remain unaffected.

9 44. Defendants each warrant, as to themselves and the payments made on their  
10 behalves, that, at the time of such payment, they will not be insolvent, nor will payment render  
11 them insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy  
12 Code, including Sections 101 and 547 thereof.

13 45. If an option to withdraw from and terminate this Stipulation and Settlement arises  
14 under any of ¶¶ 39 - 43 above: (i) neither Defendants nor Class Representatives (as the case may  
15 be) will be required for any reason or under any circumstance to exercise that option; and (ii) any  
16 exercise of that option shall be made in good faith, but in the sole and unfettered discretion of  
17 Defendants or Class Representatives, as applicable.

18 46. With the exception of the provisions of ¶¶ 46 - 48 which shall continue to apply,  
19 in the event the Settlement is terminated as set forth herein or cannot become effective for any  
20 reason, then the Settlement shall be without prejudice, and none of its terms shall be effective or  
21 enforceable except as specifically provided herein; the Parties shall be deemed to have reverted  
22 to their respective litigation positions in the Action as of August 8, 2017; and, except as  
23 specifically provided herein, the Parties shall proceed in all respects as if this Stipulation and any  
24 related order had not been entered. In such event, this Stipulation, and any aspect of the  
25 discussions or negotiations leading to this Stipulation shall not be admissible in this Action and  
26 shall not be used against or to the prejudice of Defendants or against or to the prejudice of Class  
27 Representatives, in any court filing, deposition, at trial, or otherwise.



1 made by Defendants, or against or to the prejudice of Class Representatives, or any other  
2 member of the Class as evidence of any infirmity in the claims of Class Representatives, or the  
3 other members of the Class;

4 (c) do not constitute, and shall not be offered or received against or to the  
5 prejudice of Defendants, Class Representatives, any other member of the Class, or their  
6 respective counsel, as evidence of a presumption, concession, or admission with respect to any  
7 liability, damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for any  
8 other reason against or to the prejudice of any of the Defendants, Class Representatives, other  
9 members of the Class, or their respective counsel, in any other civil, criminal, or administrative  
10 action or proceeding, other than such proceedings as may be necessary to effectuate the  
11 provisions of this Stipulation;

12 (d) do not constitute, and shall not be construed against Defendants, Class  
13 Representatives, or any other member of the Class, as an admission or concession that the  
14 consideration to be given hereunder represents the amount that could be or would have been  
15 recovered after trial; and

16 (e) do not constitute, and shall not be construed as or received in evidence as  
17 an admission, concession, or presumption against Class Representatives, or any other member of  
18 the Class that any of their claims are without merit or infirm or that damages recoverable under  
19 the Complaint would not have exceeded the Settlement Amount.

20 49. Notwithstanding ¶ 48 above, the Parties, and their respective counsel, may file  
21 this Stipulation and/or the Judgment or Alternative Judgment in any action that may be brought  
22 against them in order to support a defense or counterclaim based on principles of *res judicata*,  
23 collateral estoppel, release, statute of limitations, statute of repose, good-faith settlement,  
24 judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar  
25 defense or counterclaim, or to effectuate any liability protection granted them under any  
26 applicable insurance policy. The Parties may file this Stipulation and/or the Judgment or  
27 Alternative Judgment in any action that may be brought to enforce the terms of this Stipulation  
28



1 and/or the Judgment or Alternative Judgment. All Parties submit to the jurisdiction of the Court  
2 for purposes of implementing and enforcing the Settlement.

3 **MISCELLANEOUS PROVISIONS**

4 50. All of the exhibits to the Stipulation, and the Supplemental Agreement are  
5 material and integral parts hereof and are fully incorporated herein by this reference.

6 51. The Parties intend the Settlement to be the full, final, and complete resolution of  
7 all claims asserted or that could have been asserted by the Parties with respect to the Released  
8 Claims and Released Defendants' Claims. Accordingly, the Parties agree not to assert in any  
9 forum that the Action was brought, prosecuted, or defended in bad faith or without a reasonable  
10 basis. The Parties and their respective counsel agree that each has complied fully with Rule 11  
11 of the Federal Rules of Civil Procedure in connection with the maintenance, prosecution,  
12 defense, and settlement of the Action and shall not make any application for sanctions, pursuant  
13 to Rule 11 or other court rule or statute, with respect to any claim or defense in this Action. The  
14 Judgment shall contain a finding that the Parties and their counsel at all times complied with  
15 Rule 11. The Parties agree that the amount paid and the other terms of the Settlement were  
16 negotiated at arm's-length and in good faith by the Parties and their respective counsel and  
17 reflect a settlement that was reached voluntarily based upon adequate information and after  
18 consultation with experienced legal counsel.

19 52. The Parties shall, in good faith, endeavor to communicate the terms of the  
20 Settlement, if at all, in a manner that is respectful of the fact that no final adjudication of fault  
21 was determined by a court or a jury.

22 53. This Stipulation, along with its exhibits and the Supplemental Agreement may not  
23 be modified or amended, nor may any of its provisions be waived, except by a writing signed by  
24 counsel for the Parties hereto.

25 54. Defendants shall be responsible for and shall pay for, at no cost to the Class,  
26 timely service of any notice that might be required pursuant to the Class Action Fairness Act, 28  
27 U.S.C. § 1715.  
28

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

3           56.     The administration and consummation of the Settlement as embodied in this  
4 Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the  
5 purpose of entering orders providing for awards of attorneys' fees and any expenses, and  
6 implementing and enforcing the terms of this Stipulation.

7           57.     The waiver by one Party of any breach of this Stipulation by any other Party shall  
8 not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

9           58.     This Stipulation, its exhibits, and the Supplemental Agreement constitute the  
10 entire agreement among the Parties concerning the Settlement as against the Defendants, and no  
11 representation, warranty, or inducement has been made by any Party concerning this Stipulation  
12 and its exhibits other than those contained and memorialized in such documents.

13           59.     Nothing in the Stipulation, or the negotiations relating thereto, is intended to or  
14 shall be deemed to constitute a waiver of any applicable privilege or immunity, including,  
15 without limitation, attorney-client privilege, joint defense privilege, or work product protection.

16           60.     Unless otherwise provided, the Parties may agree to reasonable extensions of time  
17 to carry out any of the provisions of this Stipulation without further order of the Court.

18           61.     All designations and agreements made, or orders entered during the course of the  
19 Action relating to the confidentiality of documents or information shall survive this Stipulation.

20           62.     This Stipulation may be executed in one or more counterparts. All executed  
21 counterparts and each of them shall be deemed to be one and the same instrument. Signatures  
22 sent by facsimile or via e-mail in pdf format shall be deemed originals.

23           63.     This Stipulation shall be binding when signed, but the Settlement shall be  
24 effective upon the entry of the Judgment or Alternative Judgment and the payment in full of the  
25 Settlement Amount, subject only to the condition that the Effective Date will have occurred.

26           64.     This Stipulation shall be binding upon, and inure to the benefit of, the successors  
27 and assigns of the Parties.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**IN WITNESS WHEREOF**, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of October 9, 2017.

**LABATON SUCHAROW LLP**

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

Jonathan Gardner (*pro hac vice*)  
Carol C. Villegas (*pro hac vice*)  
Alec T. Coquin (*pro hac vice*)  
140 Broadway  
New York, NY 10005  
Telephone: (212) 907-0700  
Facsimile: (212) 818-0477

*Co-Lead Counsel for the Class*

**MOTLEY RICE LLC**

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

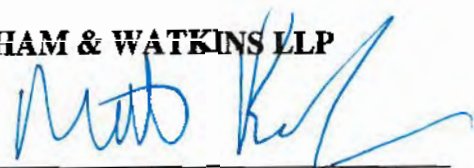
James M. Hughes (*pro hac vice*)  
William S. Norton (*pro hac vice*)  
Max Gruetzmacher (*pro hac vice*)  
Michael J. Pendell (*pro hac vice*)  
28 Bridgeside Blvd.  
Mt. Pleasant, SC 29464  
Telephone: (843) 216-9000  
Facsimile: (843) 216-9450

*Co-Lead Counsel for the Class*



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**LATHAM & WATKINS LLP**



By: \_\_\_\_\_  
Matthew Rawlinson (Bar No. 231890)  
140 Scott Drive  
Menlo Park, California 94025  
Telephone: (650) 328-4600  
Facsimile: (650) 463-2600

Melanie Blunski (Bar No. 234264)  
505 Montgomery Street, Suite 2000  
San Francisco, CA 94111  
Telephone: (415) 391-0600  
Facsimile: (415) 395-8095

*Attorneys for Defendants  
Advanced Micro Devices, Inc.,  
Rory P. Read, Thomas J. Seifert,  
Richard A. Bergman, and Lisa T. Su*

**COOLEY LLP**

By: \_\_\_\_\_  
Patrick E. Gibbs (Bar No. 183174)  
3175 Hanover Street  
Palo Alto, California 94304  
Telephone: (650) 843-5000  
Facsimile: (650) 849-7400

*Attorneys for Defendants  
Advanced Micro Devices, Inc.,  
Rory P. Read, Thomas J. Seifert,  
Richard A. Bergman, and Lisa T. Su*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

LATHAM & WATKINS LLP

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

Matthew Rawlinson (Bar No. 231890)  
140 Scott Drive  
Menlo Park, California 94025  
Telephone: (650) 328-4600  
Facsimile: (650) 463-2600

Melanie Blunschi (Bar No. 234264)  
505 Montgomery Street, Suite 2000  
San Francisco, CA 94111  
Telephone: (415) 391-0600  
Facsimile: (415) 395-8095

*Attorneys for Defendants  
Advanced Micro Devices, Inc.,  
Rory P. Read, Thomas J. Seifert,  
Richard A. Bergman, and Lisa T. Su*

COOLEY LLP

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

Patrick E. Gibbs (Bar No. 183174)  
3175 Hanover Street  
Palo Alto, California 94304  
Telephone: (650) 843-5000  
Facsimile: (650) 849-7400

*Attorneys for Defendants  
Advanced Micro Devices, Inc.,  
Rory P. Read, Thomas J. Seifert,  
Richard A. Bergman, and Lisa T. Su*

# **EXHIBIT A**



1 **LIEFF CABRASER HEIMANN &**  
2 **BERNSTEIN, LLP**

3 Joy A. Kruse (State Bar No. 142799)  
4 Katherine L. Benson (State Bar No. 259826)  
5 275 Battery Street, 29th Floor  
6 San Francisco, CA 94111-3339  
7 Telephone: (415) 956-1000  
8 Facsimile: (415) 956-1008

9 *Liaison Counsel*

10 **LABATON SUCHAROW LLP**

11 Jonathan Gardner (*pro hac vice*)  
12 Carol C. Villegas (*pro hac vice*)  
13 Alec T. Coquin (*pro hac vice*)  
14 140 Broadway  
15 New York, NY 10005  
16 Telephone: (212) 907-0700  
17 Facsimile: (212) 818-0477

18 *Co-Lead Counsel for the Class*

19 **MOTLEY RICE LLC**

20 James M. Hughes (*pro hac vice*)  
21 William S. Norton (*pro hac vice*)  
22 Max N. Gruetzmacher (*pro hac vice*)  
23 Michael J. Pendell (*pro hac vice*)  
24 28 Bridgeside Blvd.  
25 Mt. Pleasant, SC 29464  
26 Telephone: (843) 216-9000  
27 Facsimile: (843) 216-9450

28 **UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**OAKLAND DIVISION**

17 BABAK HATAMIAN and LUSSA DENNJ  
18 SALVATORE, individually and on behalf of  
19 all others similarly situated,

20 Plaintiffs,

21 v.

22 ADVANCED MICRO DEVICES, INC.,  
23 RORY P. READ, THOMAS J. SEIFERT,  
24 RICHARD A. BERGMAN, AND LISA T.  
25 SU,

26 Defendants.

Case No. 4:14-cv-00226-YGR

CLASS ACTION

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT, APPROVING  
FORM AND MANNER OF NOTICE,  
AND SETTING DATE FOR HEARING  
ON FINAL APPROVAL OF  
SETTLEMENT**

1           WHEREAS, as of October 9, 2017, Arkansas Teacher Retirement System (“ATRS”) and  
2 KBC Asset Management NV (“KBC”) (collectively, “Class Representatives”), on behalf of  
3 themselves and each of the members of the certified Class (defined below), on the one hand, and  
4 Advanced Micro Devices, Inc. (“AMD” or the “Company”), and Rory P. Read (“Read”),  
5 Thomas J. Seifert (“Seifert”), Richard A. Bergman (“Bergman”), and Lisa T. Su (“Su”)  
6 (collectively, the “Individual Defendants” and with AMD, the “Defendants”), on the other hand,  
7 entered into a Stipulation and Agreement of Settlement (the “Stipulation”) in the above-  
8 captioned Action, which is subject to review under Rule 23 of the Federal Rules of Civil  
9 Procedure and which, together with the exhibits thereto, sets forth the terms and conditions of the  
10 Settlement of this Action; and

11           WHEREAS, by Order entered March 16, 2016, the Court certified a Class of: all persons  
12 and entities that, during the period from April 4, 2011 through October 18, 2012, inclusive, (the  
13 “Class Period”) purchased or otherwise acquired shares of the publicly traded common stock of  
14 AMD (the “Class”). Excluded from the Class are AMD and the Individual Defendants; members  
15 of the immediate families of the Individual Defendants; AMD’s subsidiaries and affiliates; any  
16 person who was an officer or director of AMD or any of AMD’s subsidiaries or affiliates during  
17 the Class Period; any entity in which any Defendant has a controlling interest; AMD’s employee  
18 retirement and benefit plan(s); any person or entity that validly and timely sought exclusion from  
19 the Class in connection with the Notice of Pendency of Class Action (the “Class Notice”)  
20 previously disseminated who has not opted back into the Class; and the legal representatives,  
21 heirs, successors and assigns of any such excluded person or entity. Also excluded from the  
22 Class shall be any person or entity that seeks exclusion by timely submitting a valid request for  
23 exclusion in connection with the Settlement Notice (defined below), which is accepted by the  
24 Court pursuant to the requirements set forth herein;

25           WHEREAS, pursuant to this Court’s Order entered March 16, 2016, the Class Notice was  
26 mailed to potential members of the Class to notify them of, among other things: (a) the Action

1 pending against the Defendants; (b) the Court’s certification of the Action as a class action on  
2 behalf of the certified Class; (c) the effect of remaining in the Class on any person or entity that  
3 falls within the definition of the Class (“Class Members”) (including that Class Members will be  
4 bound by all past, present, and future orders and judgments in the Action, whether favorable or  
5 unfavorable); and (d) the right of Class Members to request exclusion from the Class, the  
6 requirements for requesting exclusion, and the effect of exclusion;

7 WHEREAS, a list of all timely and valid requests for exclusion in connection with the  
8 Class Notice was filed with the Court on February 8, 2017. ECF No. 239-3.

9 WHEREAS, the Court has reviewed and considered the Stipulation and the  
10 accompanying exhibits, which is annexed hereto as Exhibit 4;

11 WHEREAS, the Parties to the Stipulation have consented to the entry of this order; and

12 WHEREAS, all capitalized terms used in this order that are not otherwise defined herein  
13 have the meanings defined in the Stipulation;

14 NOW, THEREFORE, IT IS HEREBY ORDERED, this \_\_\_\_\_ day of \_\_\_\_\_,  
15 2017 that:

16 1. The Court has reviewed the Stipulation and preliminarily finds the Settlement set  
17 forth therein to be fair, reasonable and adequate, subject to further consideration at the  
18 Settlement Hearing described below.

19 2. A hearing (the “Settlement Hearing”) pursuant to Rule 23(e) of the Federal Rules  
20 of Civil Procedure is hereby scheduled to be held before the Court on \_\_\_\_\_, 2018,  
21 at \_\_:\_\_\_\_ .m. for the following purposes:

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

24 (b) to determine whether the Final Order and Judgment (“Judgment”) as  
25 provided under the Stipulation should be entered;

1 (c) to determine whether the Plan of Allocation is fair, reasonable and  
2 adequate, and should be approved by the Court;

3 (d) to consider Class Counsel's motion for an award of attorneys' fees and  
4 expenses; and

5 (e) to rule upon such other matters as the Court may deem appropriate.

6 3. The Court reserves the right to approve the Settlement with or without  
7 modification and with or without further notice to the Class of any kind. The Court further  
8 reserves the right to enter the Judgment approving the Settlement regardless of whether it has  
9 approved the Plan of Allocation or awarded attorneys' fees and/or expenses. The Court may also  
10 adjourn the Settlement Hearing or modify any of the dates herein without further notice to  
11 members of the Class.

12 4. The Court approves the form, substance and requirements of the Notice of  
13 Proposed Class Action Settlement and Motion for Attorneys' Fees and Expenses (the  
14 "Settlement Notice") and the Proof of Claim and Release form ("Proof of Claim"), substantially  
15 in the forms annexed hereto as Exhibits 1 and 2, respectively.

16 5. The Court approves the retention of Epiq Class Action & Claims Solutions, Inc.  
17 as the Claims Administrator. The Claims Administrator shall cause the Settlement Notice and  
18 the Proof of Claim, substantially in the forms annexed hereto, to be mailed, by first-class mail,  
19 postage prepaid, on or before ten (10) business days after entry of this Preliminary Approval  
20 Order ("Notice Date"), to all Class Members who can be identified with reasonable effort,  
21 including by using the mailing records obtained in connection with the Class Notice. AMD, to  
22 the extent it has not already done so, shall use its best efforts to obtain and provide to Class  
23 Counsel, or the Claims Administrator, its transfer records in electronic searchable form  
24 containing the names and addresses of purchasers of the publicly traded common stock of AMD  
25 during the Class Period, to the extent that information is available, no later than five (5) business  
26 days after entry of this Preliminary Approval Order.



1 CALENDAR DAYS of receipt of the Claim Packets from the Claims Administrator, mail to the  
2 beneficial owners;

3 (d) Nominees who elect to send the Claim Packet to their beneficial owners  
4 SHALL ALSO send a statement to the Claims Administrator confirming that the mailing was  
5 made and SHALL RETAIN their mailing records for use in connection with any further notices  
6 that may be provided in the Action;

7 (e) Upon full and timely compliance with this Order, Nominees who mail the  
8 Claim Packets to beneficial owners, or who provide additional names and addresses of  
9 beneficial owners to the Claims Administrator, may seek reimbursement of their reasonable  
10 expenses actually incurred in complying with this Order by providing the Claims Administrator  
11 with proper documentation supporting the expenses for which reimbursement is sought. Such  
12 properly documented expenses incurred by Nominees in compliance with the terms of this  
13 Order shall be paid from the Settlement Fund, with any disputes as to the reasonableness or  
14 documentation of expenses subject to review by the Court.

15 7. Class Counsel shall, at least fourteen (14) calendar days before the Settlement  
16 Hearing, file with the Court proof of mailing of the Settlement Notice and Proof of Claim.

17 8. The Court approves the form of the Summary Notice of Proposed Class Action  
18 Settlement and Motion for Attorneys' Fees and Expenses ("Summary Notice"), substantially in  
19 the form annexed hereto as Exhibit 3, and directs that Class Counsel shall cause the Summary  
20 Notice to be published in *Investor's Business Daily* and be transmitted over *PR Newswire* within  
21 fourteen (14) calendar days of the Notice Date. Class Counsel shall, at least fourteen (14)  
22 calendar days before the Settlement Hearing, file with the Court proof of publication of the  
23 Summary Notice.

24 9. The form and content of the notice program described herein, and the methods set  
25 forth herein of notifying the Class of the Settlement and its terms and conditions, meet the  
26 requirements of Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the  
27

1 Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(7), as amended by the Private Securities  
2 Litigation Reform Act of 1995, and due process, constitute the best notice practicable under the  
3 circumstances, and shall constitute due and sufficient notice to all persons and entities entitled  
4 thereto.

5 10. In order to be eligible to receive a distribution from the Net Settlement Fund, in  
6 the event the Settlement is effected in accordance with the terms and conditions set forth in the  
7 Stipulation, each claimant shall take the following actions and be subject to the following  
8 conditions:

9 (a) A properly executed Proof of Claim, substantially in the form annexed  
10 hereto as Exhibit 2, must be submitted to the Claims Administrator, at the address indicated in  
11 the Settlement Notice, postmarked or electronically submitted no later than fourteen (14)  
12 calendar days before the Settlement Hearing. Such deadline may be further extended by Court  
13 order or by Class Counsel in their discretion. Each Proof of Claim shall be deemed to have  
14 been submitted when postmarked (if properly addressed and mailed by first-class or overnight  
15 mail, postage prepaid). Any Proof of Claim submitted in any other manner shall be deemed to  
16 have been submitted when it was actually received at the address designated in the Settlement  
17 Notice. Any Class Member who does not timely submit a Proof of Claim within the time  
18 provided for shall be barred from sharing in the distribution of the Net Settlement Fund, unless  
19 otherwise ordered by the Court or allowed by Class Counsel, but shall remain bound by all  
20 determinations and judgments in this Action concerning the Settlement, as provided by  
21 paragraph 12 of this order. Notwithstanding the foregoing, Class Counsel shall have the  
22 discretion (but not the obligation) to accept for processing late-submitted claims so long as the  
23 distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed.  
24 Class Counsel shall have no liability for their discretion in accepting late claims.

25 (b) The Proof of Claim submitted by each claimant must satisfy the  
26 following conditions, unless otherwise allowed pursuant to the Stipulation: (i) it must be  
27

1 properly completed, signed and submitted in a timely manner in accordance with the provisions  
2 of the preceding subparagraph; (ii) it must be accompanied by adequate supporting  
3 documentation for the transactions reported therein, in the form of broker confirmation slips,  
4 broker account statements, an authorized statement from the broker containing the transactional  
5 information found in a broker confirmation slip, or such other documentation as is deemed  
6 adequate by the Claims Administrator with such supervision by Class Counsel as necessary;  
7 (iii) if the person executing the Proof of Claim is acting in a representative capacity, a  
8 certification of her current authority to act on behalf of the Class Member must be included in  
9 the Proof of Claim; and (iv) the Proof of Claim must be complete and contain no material  
10 deletions or modifications of any of the printed matter contained therein and must be signed  
11 under penalty of perjury.

12 (c) As part of the Proof of Claim, each claimant shall submit to the  
13 jurisdiction of the Court with respect to the claim submitted.

14 11. Any Class Member may enter an appearance in this Action, at his, her or its own  
15 expense, individually or through counsel of his, her or its own choice. If any Class Member does  
16 not enter an appearance, he, she or it will be represented by Class Counsel.

17 12. Class Members shall be bound by all orders, determinations and judgments in this  
18 Action, whether favorable or unfavorable, unless such Persons either requested exclusion in  
19 connection with the Class Notice, and are listed in ECF No. 239-3, or request exclusion from the  
20 Class in a timely and proper manner, as hereinafter provided.

21 (a) A Class Member wishing to make such an exclusion request shall mail  
22 the request in written form by first-class mail to the address designated in the Settlement Notice  
23 for such exclusions, such that it is postmarked no later than twenty-one (21) calendar days  
24 before the Settlement Hearing. Such request for exclusion must state the name, address and  
25 telephone number of the Person seeking exclusion, must state that the sender requests to be  
26 “excluded from the Class in *Hatamian v. Advanced Micro Devices, Inc., et al.*, No. 14-cv-00226



1 (N.D. Cal.)” and must be signed by such Person. Such Persons requesting exclusion are also  
2 directed to state the information requested in the Settlement Notice, including, but not limited  
3 to: the date(s), price(s), and number(s) of shares of all purchases and acquisitions and/or sales of  
4 AMD publicly traded common stock during the Class Period. The request for exclusion shall  
5 not be effective unless it provides the required information and is made within the time stated  
6 above, or the exclusion is otherwise accepted by the Court or the Parties.

7  
8 13. Any Person that has requested exclusion from the Class in connection with the  
9 Class Notice may elect to opt-back into the Class. By opting back into the Class, such Person  
10 shall be eligible to submit a Proof of Claim for payment from the Net Settlement Fund. Any  
11 such Person who wishes to opt-back into the Class must either, individually or through counsel,  
12 request to opt-back into the Class in writing to the Claims Administrator within the time and in  
13 the manner set forth in the Settlement Notice, which provides that any such request to opt-back  
14 into the Class must be mailed or delivered such that it is received no later than twenty-one (21)  
15 calendar days before the Settlement Hearing, at the address set forth in the Settlement Notice.  
16 Each request to opt-back into the Class must: (a) provide the name, address and telephone  
17 number of the person or entity requesting to opt-back into the Class; (b) state that such person or  
18 entity “requests to opt-back into the Class in *Hatamian v. Advanced Micro Devices, Inc., et al.*,  
19 No. 14-cv-00226 (N.D. Cal.)”; and (c) be signed by the person or entity requesting to opt-back  
20 into the Class or an authorized representative.

21 14. Class Members who have requested exclusion from the Class, and who do not  
22 opt-back into the Class, shall not be eligible to receive any payment out of the Net Settlement  
23 Fund as described in the Stipulation and Settlement Notice.

24 15. The Court will consider any Class Member’s objection to the Settlement, the Plan  
25 of Allocation, and/or the application for an award of attorneys’ fees or expenses only if such  
26 Class Member has (i) served by hand or by mail his, her or its written objection and supporting  
27 papers, such that they are postmarked on or before twenty-one (21) calendar days before the

1 Settlement Hearing, and mailed to Class Counsel, Jonathan Gardner, Labaton Sucharow LLP,  
2 140 Broadway, New York, NY 10005 and James M. Hughes, Motley Rice LLC, 28 Bridgeside  
3 Blvd., Mt. Pleasant, SC 29464, and Defendants' Counsel, Matthew Rawlinson, Latham &  
4 Watkins LLP, 140 Scott Drive, Menlo Park, California 94025 and Patrick E. Gibbs, Cooley LLP,  
5 3175 Hanover Street, Palo Alto, California 94304; and (ii) filed said objections and supporting  
6 papers with the Clerk of the Court, United States District Court for the Northern District of  
7 California, Oakland Courthouse, 1301 Clay Street, Oakland, CA 94612. Any Class Member  
8 who does not make his, her, or its objection in the manner provided for in the Settlement Notice  
9 shall be deemed to have waived such objection and shall forever be foreclosed from making any  
10 objection to any aspect of the Settlement, to the Plan of Allocation, or to the request for  
11 attorneys' fees and expenses, unless otherwise ordered by the Court, but shall otherwise be  
12 bound by the Judgment to be entered and the releases to be given. The Court will consider all  
13 proper objections even if a Class Member does not attend the Settlement Hearing. However,  
14 Persons wishing to be heard orally in opposition to the approval of the Settlement, the Plan of  
15 Allocation, and/or the application for an award of attorneys' fees and other expenses are required  
16 to indicate in their written objection their intention to appear at the Settlement Hearing. Persons  
17 who intend to object to the Settlement, the Plan of Allocation, and/or the application for an  
18 award of attorneys' fees and expenses and desire to present evidence at the Settlement Hearing  
19 must include in their written objections the identity of any witnesses they may call to testify and  
20 exhibits they intend to introduce into evidence at the Settlement Hearing. Class Members do not  
21 need to appear at the hearing or take any other action to indicate their approval.

22           16. Pending final determination of whether the Settlement should be approved, Class  
23 Representatives, all Class Members, and each of them, and anyone who acts or purports to act on  
24 their behalf, shall not institute, commence or prosecute any action which asserts Released Claims  
25 against the Released Defendant Parties.

1           17.     As provided in the Stipulation, before the Effective Date, Class Counsel may pay  
2 the Claims Administrator fees and costs associated with giving notice to the Class and the review  
3 of claims and administration of the Settlement in an amount up to \$500,000.00 (five hundred  
4 thousand dollars and zero cents) out of the Settlement Fund without further approval from  
5 Defendants and without further order of the Court.

6           18.     All papers in support of the Settlement, Plan of Allocation, and Class Counsel's  
7 request for an award of attorneys' fees and expenses shall be filed with the Court and served on  
8 or before thirty-five (35) calendar days before the Settlement Hearing. Any reply papers are to  
9 be filed with the Court and served no later than fourteen (14) calendar days before the Settlement  
10 Hearing. No later than seven (7) calendar days before the Settlement Hearing, Class Counsel  
11 shall file a submission with the Court concerning the claims received to date.

12           19.     The passage of title and ownership of the Settlement Fund to the Escrow Agent in  
13 accordance with the terms and obligations of the Stipulation is approved. No person who is not a  
14 Class Member or Class Counsel shall have any right to any portion of, or to any distribution of,  
15 the Settlement Fund unless otherwise ordered by the Court or otherwise provided in the  
16 Stipulation.

17           20.     All funds held in escrow shall be deemed and considered to be in *custodia legis* of  
18 the Court, and shall remain subject to the jurisdiction of the Court until such time as such funds  
19 shall be disbursed pursuant to the Stipulation and/or further order of the Court.

20           21.     Neither Defendants nor their counsel shall have any responsibility for the Plan of  
21 Allocation or any application for attorney's fees or expenses submitted by Class Counsel or  
22 Class Representatives, and such matters shall be considered separately from the fairness,  
23 reasonableness and adequacy of the Settlement.

24           22.     If the Settlement fails to become effective as defined in the Stipulation or is  
25 terminated, then, in any such event, the Stipulation, including any amendment(s) thereof, except  
26 as expressly provided in the Stipulation, and this Preliminary Approval Order shall be null and  
27

1 void, of no further force or effect, and without prejudice to any Party, and may not be introduced  
2 as evidence or used in any actions or proceedings by any person or entity against the Parties, and  
3 the Parties shall be deemed to have reverted to their respective litigation positions in the Action  
4 as of August 8, 2017.

5 23. The Court retains exclusive jurisdiction over the Action to consider all further  
6 matters arising out of or connected with the Settlement.

7 24. The Court's orders entered during this Action relating to the confidentiality of  
8 information shall survive this Settlement.

9

10 Dated: \_\_\_\_\_, 2017

11

\_\_\_\_\_  
HONORABLE YVONNE GONZALEZ ROGERS  
UNITED STATES DISTRICT JUDGE

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

# **EXHIBIT A-1**

1 **LIEFF CABRASER HEIMANN &**  
2 **BERNSTEIN, LLP**

3 Joy A. Kruse (State Bar No. 142799)  
4 Katherine L. Benson (State Bar No. 259826)  
5 275 Battery Street, 29th Floor  
6 San Francisco, CA 94111-3339  
7 Telephone: (415) 956-1000  
8 Facsimile: (415) 956-1008

9 *Liaison Counsel*

10 **LABATON SUCHAROW LLP**

11 Jonathan Gardner (*pro hac vice*)  
12 Carol C. Villegas (*pro hac vice*)  
13 Alec T. Coquin (*pro hac vice*)  
14 140 Broadway  
15 New York, NY 10005  
16 Telephone: (212) 907-0700  
17 Facsimile: (212) 818-0477

18 *Co-Lead Counsel for the Class*

19 **MOTLEY RICE LLC**

20 James M. Hughes (*pro hac vice*)  
21 William S. Norton (*pro hac vice*)  
22 Max N. Gruetzmacher (*pro hac vice*)  
23 Michael J. Pendell (*pro hac vice*)  
24 28 Bridgeside Blvd.  
25 Mt. Pleasant, SC 29464  
26 Telephone: (843) 216-9000  
27 Facsimile: (843) 216-9450

28 **UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**OAKLAND DIVISION**

16 **BABAK HATAMIAN and LUSSA DENNJ**  
17 **SALVATORE, individually and on behalf of**  
18 **all others similarly situated,**

19 **Plaintiffs,**

20 **v.**

21 **ADVANCED MICRO DEVICES, INC.,**  
22 **RORY P. READ, THOMAS J. SEIFERT,**  
23 **RICHARD A. BERGMAN, AND LISA T.**  
24 **SU,**

25 **Defendants.**

Case No. 4:14-cv-00226-YGR

CLASS ACTION

**NOTICE OF PROPOSED CLASS  
ACTION SETTLEMENT AND MOTION  
FOR ATTORNEYS' FEES AND  
EXPENSES**

EXHIBIT A-1

1 **If you purchased or acquired the publicly traded common stock of Advanced Micro**  
2 **Devices, Inc. during the period from April 4, 2011 through October 18, 2012, inclusive, you**  
3 **may be entitled to receive money from a class action settlement.**

4 *A Federal Court authorized this Notice. This is not a solicitation from a lawyer.*

5 This Settlement Notice describes important rights you may have and what steps you must  
6 take if you wish to participate in the Settlement or wish to be excluded from the Class. *This*  
7 *notice is different from the Notice of Pendency of Class Action (“Class Notice”), which you*  
8 *might have received at the end of 2016 alerting you to the fact that the Class had been certified.*

- 9 • The Settlement, if approved by the Court, will provide a total recovery of  
10 **\$29,500,000** (on average approximately \$0.039 per share before the deduction  
11 of Court-approved fees and expenses) in cash for the benefit of the Class  
12 (described below).<sup>1</sup>
- 13 • The Settlement resolves claims by Class Representatives Arkansas Teacher  
14 Retirement System (“ATRS”) and KBC Asset Management NV (“KBC”) in a  
15 class action against Advanced Micro Devices, Inc. (“AMD” or the  
16 “Company”), and Rory P. Read (“Read”), Thomas J. Seifert (“Seifert”),  
17 Richard A. Bergman (“Bergman”), and Lisa T. Su (“Su”) (collectively, the  
18 “Individual Defendants” and with AMD, the “Defendants”).
- 19 • Class Representatives claim that Defendants made materially false and  
20 misleading statements and omissions about the manufacturing and subsequent  
21 launch of, as well as the demand for, AMD’s Llano microprocessor from  
22 April 4, 2011 through October 18, 2012, inclusive (the “Class Period”).  
23 Plaintiffs also allege that the false and misleading statements inflated the price  
24 of AMD’s common stock and that, when Defendants disclosed the truth of the  
25 ongoing problems with Llano, AMD’s stock price dropped. Defendants deny  
26 any wrongdoing in this lawsuit. The Court did not decide in favor of either  
27 the investors or Defendants.
- 28 • Court-appointed lawyers for the investors will ask the Court for no more than  
\$8,850,000 in attorneys’ fees (30% of the Settlement Fund) and up to  
\$3,000,000 in expenses for their and the Class Representatives’ work  
litigating the case and negotiating the Settlement. If approved by the Court,  
these amounts (totaling on average approximately \$0.016 per share) will be  
deducted from the \$29,500,000 Settlement.

<sup>1</sup> All capitalized terms not defined in this Settlement Notice have the meanings provided in the Stipulation and Agreement of Settlement, dated as of \_\_\_\_\_, 2017 (the “Stipulation”), which can be viewed at [www.amdsecuritieslitigation.com](http://www.amdsecuritieslitigation.com).

- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and after any appeals are resolved. Please be patient.
- **If you are a Class Member, your legal rights will be affected by this Settlement whether you act or do not act. Please read this Settlement Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
<b>SUBMIT A PROOF OF CLAIM FORM BY _____, 201__</b>	The <u>only</u> way to get a payment.
<b>OPT-BACK INTO THE CLASS BY SUBMITTING REQUEST BY _____, 201__</b>	If you previously submitted a request for exclusion from the Class in connection with the previously mailed Class Notice and now want to be part of the Class in order to receive a payment, you must follow the steps for “Opting-Back Into the Class.”
<b>EXCLUDE YOURSELF BY _____, 201__</b>	You will get no payment. This is the only option that, assuming your claim is timely brought, might allow you ever to bring or be part of any other lawsuit against the Defendants and/or the other Released Defendant Parties concerning the Released Claims.
<b>OBJECT BY _____, 201__</b>	Write to the Court about why you do not like the Settlement, the Fee and Expense Application, or the proposed Plan of Allocation.
<b>GO TO A HEARING ON _____, 2018</b>	Ask to speak in Court about the Settlement.
<b>DO NOTHING</b>	Get no payment AND give up your rights to bring your own individual action.

**Identification of Attorneys’ Representatives**

Class Representatives and the Class are being represented by Labaton Sucharow LLP and Motley Rice LLC, Court-appointed Class Counsel. Any questions regarding the Settlement should be directed to Jonathan Gardner, Labaton Sucharow LLP, 140 Broadway, New York, NY 10005, (888) 219-6877, [www.labaton.com](http://www.labaton.com), [settlementquestions@labaton.com](mailto:settlementquestions@labaton.com), and James Hughes, Motley Rice LLC, 28 Bridgeside Blvd., Mt. Pleasant, SC 29464, (800) 768-4026, [www.motleyrice.com](http://www.motleyrice.com). **Please do not contact the Court regarding this notice.**



## BASIC INFORMATION

### 1. Why did I get this Settlement Notice?

The Court authorized that this Settlement Notice be sent to you because you or someone in your family may have purchased or acquired the publicly traded common stock of AMD from April 4, 2011 through October 18, 2012, inclusive.

If this description applies to you or someone in your family, you have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows.

This Settlement Notice explains the lawsuit, the Settlement, Class Members' legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this Action is the United States District Court for the Northern District of California (the "Court"), and the case is known as *Hatamian, et al. v. Advanced Micro Devices, Inc., et al.*, Case No. 14-cv-00226-YGR (N.D. Cal.) (the "Action"). The Action is assigned to the Honorable Yvonne Gonzalez Rogers, United States District Judge.

The Court did not decide in favor of the Plaintiffs or the Defendants. Instead, they have agreed to a settlement. For Class Representatives, the principal reason for the Settlement is the certain benefit of a substantial cash recovery for the Class, in contrast to the risk that the Court may grant, in whole or in part, some or all of Defendants' pending motion for summary judgment, the uncertainty of being able to prove the allegations at a jury trial, and the difficulties and delays inherent in such litigation (including any appeals).

For Defendants, who deny all allegations of wrongdoing or liability whatsoever and deny that any Class Members were damaged, the principal reasons for entering into the Settlement are to bring to an end the substantial burden, expense, uncertainty, and risk of further litigation.

**2. What is this lawsuit about? What has happened so far?**

AMD is a multinational semiconductor company. During the Class Period, a majority of AMD's revenue was derived from the sale of computer microprocessors, chipsets, and embedded processors, while the remainder of its revenue came primarily from the sale of graphics, video, and multimedia products. Class Representatives' claims center on the launch of AMD's "Llano" microprocessor, an Accelerated Processing Unit ("APU") product that combined a Computer Processing Unit ("CPU") with a Graphics Processing Unit ("GPU") onto one piece of silicon. As detailed in the operative complaint, Class Representatives allege that Defendants made materially false and misleading statements and omissions concerning Llano's production, launch, demand, and sales, among other things. Class Representatives further allege that when certain disclosures pertaining to Llano's production and supply, and the related impact on AMD's financial results and inventories, were made, AMD's stock price fell, allegedly damaging class members.

On January 15, 2014, the initial complaint *Hatamian v. Advanced Micro Devices, Inc.*, No. 14-cv-226, was filed in the Court. On April 4, 2014, the Court issued an order appointing ATRS and KBC as lead plaintiffs and approving their selection of Labaton Sucharow LLP and Motley Rice LLC as co-lead counsel (collectively, "Co-Lead Counsel" or "Class Counsel").

Lead Plaintiffs filed an Amended Complaint for Violation of the Federal Securities Laws on May 23, 2014, alleging violations §§ 10(b) and 20(a) of the Securities and Exchange Act of 1934 ("Exchange Act"). Lead Plaintiffs filed the operative Corrected Amended Class Action Complaint for Violations of the Federal Securities Laws ("CAC") on June 11, 2014. On July 7, 2014, the Defendants moved to dismiss the CAC, which was denied by the Court on April 22, 2015. Defendants answered the CAC on May 14, 2015, denying Lead Plaintiffs' allegations and asserting affirmative defenses.

On September 4, 2015, Lead Plaintiffs moved for class certification, appointment of ATRS and KBC as class representatives, and appointment of Labaton Sucharow LLP and Motley Rice LLC as class counsel. Defendants opposed the motion. On March 16, 2016, the Court

1 issued an Order granting the motion and certifying the Class. Beginning on November 11, 2016,  
2 the Class Notice was mailed to potential Class Members and information was posted on the case  
3 website [www.amdsecuritieslitigation.com](http://www.amdsecuritieslitigation.com). The Class Notice informed investors of the class  
4 action, their right to be excluded from the Class, the requirements for requesting exclusion, and  
5 of a January 19, 2017 deadline for seeking exclusion.

6 On April 25, 2017, Defendants filed a motion for summary judgment and a motion to  
7 exclude Class Representatives' expert witnesses; that same day, Class Representatives filed a  
8 motion to exclude Defendants' expert witnesses. On May 30, 2017, Class Representatives filed  
9 an omnibus memorandum, opposing Defendants' motion for summary judgment and  
10 affirmatively moving for summary judgment as to the alleged falsity of certain statements. As of  
11 July 25, 2017, before the date that the agreement in principle to settle was reached, the cross-  
12 motions for summary judgment and motions to exclude, including related evidentiary motions,  
13 were fully briefed. The motions were scheduled to be heard by the Court on September 12,  
14 2017.

15 Class Representatives, through Class Counsel, have conducted a thorough investigation  
16 of the claims, defenses, and underlying events and transactions that are the subjects of the  
17 Action. This process included reviewing and analyzing: (i) documents filed publicly by the  
18 Company with the U.S. Securities and Exchange Commission ("SEC"); (ii) publicly available  
19 information, including press releases, news articles, and other public statements issued by or  
20 concerning the Company and the Defendants; (iii) research reports issued by financial analysts  
21 concerning the Company; (iv) other publicly available information and data concerning the  
22 Company; (v) approximately 2,325,000 pages of documents produced by Defendants during  
23 discovery and approximately 97,000 pages of documents produced by third-parties; and (vi) the  
24 applicable law governing the claims and potential defenses.

25 Counsel for Class Representatives and Defendants have also completed voluminous  
26 class, fact and expert discovery that included: taking or defending approximately 34 depositions,  
27 including the depositions of Class Representatives, the Individual Defendants, and seven experts;  
28

1 and exchanging 10 expert reports directed at semiconductor manufacturing, supply and demand,  
2 product gross margins, macroeconomic industry trends, loss causation, and damages.

3 Defendants and Class Representatives engaged the Hon. Layne R. Phillips (Ret.), a well-  
4 respected and highly experienced mediator and former federal judge, to assist them in exploring  
5 a potential negotiated resolution of the claims in the Action. On January 14, 2016, counsel for  
6 the Parties met with Judge Phillips in an attempt to reach a settlement. The mediation involved  
7 an extended effort to settle the claims and, prior to the mediation, the Parties exchanged detailed  
8 mediation statements. However, they were unable to reach an agreement at that time. Following  
9 the mediation, Judge Phillips continued his efforts to facilitate discussions among the Parties.  
10 Class Counsel and Defendants' Counsel participated in a second mediation on August 8, 2017,  
11 conducted by both Judge Phillips and the Honorable Gary A. Feess (Ret.), a former United States  
12 District Judge in the Central District of California. A settlement was ultimately reached at the  
13 August 8, 2017 mediation.

14 **3. Why is this a class action?**

15 In a class action, one or more persons or entities (in this case, the Class Representatives),  
16 sue on behalf of people and entities that have similar claims. Together, these people and entities  
17 are a class, and each is a class member. Bringing a case, such as this one, as a class action  
18 allows the Court to resolve many similar claims of persons and entities that might be  
19 economically too small to bring as individual actions. One court resolves the issues for all class  
20 members at the same time, except for those who exclude themselves, or "opt-out," from the  
21 class.

22 **WHO IS IN THE SETTLEMENT**

23 **4. How do I know if I am part of the Class?**

24 The Court has certified the following Class, subject to certain exceptions identified below:

25 All persons and entities that, during the period from April 4, 2011  
26 through October 18, 2012, inclusive, purchased or otherwise  
27 acquired shares of the publicly traded common stock of AMD.

1 Check your investment records or contact your broker to see if you purchased or acquired  
2 the publicly traded common stock of AMD during the period from April 4, 2011 through  
3 October 18, 2012, inclusive.

4 **5. Are there exceptions to being included?**

5 Yes. Some people are excluded from the Class by definition. Excluded from the Class  
6 are AMD and the Individual Defendants; members of the immediate families of the Individual  
7 Defendants; AMD's subsidiaries and affiliates; any person who was an officer or director of  
8 AMD or any of AMD's subsidiaries or affiliates during the Class Period; any entity in which any  
9 Defendant has a controlling interest; AMD's employee retirement and benefit plan(s); any person  
10 or entity that validly and timely sought exclusion from the Class in connection with the Class  
11 Notice previously disseminated who does not opt back into the Class; and the legal  
12 representatives, heirs, successors and assigns of any such excluded person or entity.

13 Also excluded from the Class is anyone who submits a valid and timely request for  
14 exclusion from the Class, in accordance with the procedures set forth in Question 10 below.

15 **6. What if I am still not sure if I am included?**

16 If you are still not sure whether you are included in the Class, you can ask for free help.  
17 You can call the Claims Administrator toll-free at (\_\_\_\_) \_\_\_\_-\_\_\_\_, send an e-mail to the Claims  
18 Administrator at \_\_\_\_\_, or write to the Claims Administrator, c/o Epiq Systems, Inc., P.O.  
19 Box \_\_\_\_\_, \_\_\_\_\_. Or you can fill out and return the Proof of Claim form described in  
20 Question 8 to see if you qualify.

21 **THE SETTLEMENT BENEFITS — WHAT YOU GET**

22 **7. How much will my payment be?**

23 In exchange for the Settlement and the release of the Released Claims against the  
24 Released Defendant Parties, Defendants have agreed to create a \$29,500,000 cash fund, which  
25 will earn interest, to be distributed after the deduction of Court-approved fees and expenses  
26  
27  
28

1 among all Class Members who submit a valid Claim Form and are found to be entitled to a  
2 distribution from the Net Settlement Fund (“Authorized Claimants”).

3 If you are an Authorized Claimant entitled to a payment, your share of the Net Settlement  
4 Fund will depend on several things, including: how many Class Members timely send in valid  
5 Claim Forms; the total amount of recognized losses of other Class Members; how many shares  
6 of AMD common stock you purchased; the prices and dates of those purchases; and the prices  
7 and dates of any sales.

8 You can calculate your recognized loss in accordance with the formulas shown below in  
9 the Plan of Allocation. It is unlikely that you will receive a payment for all of your recognized  
10 loss. See the Plan of Allocation of Net Settlement Fund on pages\_\_\_ for more information on  
11 your recognized loss.

12 **HOW YOU RECEIVE A PAYMENT:  
13 SUBMITTING A PROOF OF CLAIM FORM**

14 **8. How can I receive a payment?**

15 To qualify for a payment, you must submit a timely and valid Claim Form. A Claim  
16 Form is included with this Settlement Notice. If you did not receive a Claim Form, you can  
17 obtain one on the internet at the website for the case: [www.amdsecuritieslitigation.com](http://www.amdsecuritieslitigation.com). You can  
18 also ask for a Claim Form by calling the Claims Administrator toll-free at (\_\_\_\_) \_\_\_\_-\_\_\_\_.

19 Please read the instructions carefully, fill out the Claim Form, include all the documents  
20 the form requests, sign it, and mail or submit it to the Claims Administrator so that it is  
21 **postmarked or electronically submitted no later than \_\_\_\_\_, 201\_\_.**

22 **9. What am I giving up to receive a payment or stay in the Class?**

23 Unless you exclude yourself, or previously excluded yourself, you are staying in the  
24 Class, and that means that upon the “Effective Date,” you will release all “Released Claims,”  
25 including “Unknown Claims,” as defined below, against the “Released Defendant Parties.”

26 **“Released Claims”** means any and all actions, suits, claims, demands, rights, liabilities,  
27 damages, costs, restitution, rescission, interest, attorneys’ fees, expert or consulting fees,  
28

1 expenses, matters and issues known or Unknown (as defined below), contingent or absolute,  
2 suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or  
3 unmatured, accrued or unaccrued, apparent or unapparent, whether concealed or hidden, and  
4 causes of action of every nature and description, including both known claims and Unknown  
5 Claims (as defined below), whether based on federal, state, local, foreign, statutory or common  
6 law or any other law, rule or regulation, including claims under the Securities Act of 1933 or the  
7 Securities Exchange Act of 1934 or the securities laws of any state or territory, that have been or  
8 that might have been asserted by any Releasing Plaintiff Party against any of the Released  
9 Defendant Parties, arising out of, relating to, based upon, or in connection with both: (a) any  
10 purchase, acquisition, disposition, sale, or holding of AMD publicly traded common stock during  
11 the Class Period and (b) any facts, claims, matters, allegations, transactions, events, disclosures,  
12 representations, statements, acts, or omissions or failures to act that were alleged, set forth,  
13 referred to, or that could have been alleged in the Action against the Released Defendant Parties.  
14 For the avoidance of doubt, the following claims are not included as Released Claims: (i)  
15 *Wessels v. Read, et al.*, Case No. 1:14 cv-262486 (Santa Clara Super. Ct.); (ii) *Christopher*  
16 *Hamilton and David Hamilton v. Barnes, et al.*, Case No. 5:15-cv-01890 (N.D. Cal.); (iii) *Jake*  
17 *Ha v. Caldwell, et al.*, Case No. 3:15-cv-04485 (N.D. Cal.); (iv) those of any person or entity that  
18 validly and timely sought exclusion from the Class in connection with the Class Notice  
19 previously disseminated who does not opt back into the Class, and the legal representatives,  
20 heirs, successors and assigns of any such excluded person or entity; (v) all claims of any person  
21 or entity that submits a request for exclusion in connection with the Settlement, to the extent the  
22 Court grants any such request; or (vi) claims relating to the enforcement of the Settlement.

23 **“Released Defendant Party”** or **“Released Defendant Parties”** means Defendants,  
24 Defendants’ Counsel, and each of their respective past or present subsidiaries, parents, affiliates,  
25 principals, successors and predecessors, joint venturers, assigns, officers, directors, shareholders,  
26 underwriters, trustees, partners, members, agents, fiduciaries, contractors, employees, insurers,  
27 co-insurers, reinsurers, controlling shareholders, attorneys, accountants or auditors, financial or  
28

1 investment advisors or consultants, banks or investment bankers, personal or legal  
2 representatives, estates, heirs, related or affiliated entities, any entity in which a Defendant has a  
3 controlling interest, any member of an Individual Defendant's immediate family, or any trust of  
4 which any Individual Defendant is a settlor or which is for the benefit of any Defendant and/or  
5 member(s) of his or her family, and each of the heirs, executors, administrators, predecessors,  
6 successors, and assigns of the foregoing.

7       **“Unknown Claims”** means any and all Released Claims that Class Representatives or  
8 any other Class Member does not know or suspect to exist in his, her, or its favor at the time of  
9 the release of the Released Defendant Parties, and any and all Released Defendants' Claims that  
10 any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release  
11 of the Releasing Plaintiff Parties, which if known by him, her, or it might have affected his, her,  
12 or its decision(s) with respect to the Settlement, including the decision to object to the terms of  
13 the Settlement or to exclude himself, herself, or itself from the Class. With respect to any and all  
14 Released Claims and Released Defendants' Claims, the Parties stipulate and agree that, upon the  
15 Effective Date, Class Representatives and Defendants shall expressly, and each other Class  
16 Member and Released Defendant Parties shall be deemed to have, and by operation of the  
17 Judgment or Alternative Judgment shall have, to the fullest extent permitted by law, expressly  
18 waived and relinquished any and all provisions, rights and benefits conferred by any law of any  
19 state or territory of the United States, or principle of common law, which is similar, comparable,  
20 or equivalent to Cal. Civ. Code § 1542, which provides:

21                   **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
22                   **WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO**  
23                   **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**  
24                   **THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST**  
                      **HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT**  
                      **WITH THE DEBTOR.**

25 Class Representatives, other Class Members, Defendants, or any Released Defendant Party may  
26 hereafter discover facts, legal theories, or authorities in addition to or different from those which  
27 any of them now knows or believes to be true with respect to the subject matter of the Released  
28



1 Claims and the Released Defendants' Claims, but Class Representatives and Defendants shall  
2 expressly, fully, finally, and forever waive, compromise, settle, discharge, extinguish, and  
3 release, and each Class Member and Released Defendant Party shall be deemed to have waived,  
4 compromised, settled, discharged, extinguished, and released, and upon the Effective Date and  
5 by operation of the Judgment or Alternative Judgment shall have waived, compromised, settled,  
6 discharged, extinguished, and released, fully, finally, and forever, any and all Released Claims  
7 and Released Defendants' Claims as applicable, known or unknown, suspected or unsuspected,  
8 contingent or absolute, accrued or unaccrued, apparent or unapparent, which now exist, or  
9 heretofore existed, or may hereafter exist, without regard to the subsequent discovery or  
10 existence of such different or additional facts, legal theories, or authorities. Class  
11 Representatives and Defendants acknowledge, and other Class Members and Released  
12 Defendant Party by operation of law shall be deemed to have acknowledged, that the inclusion of  
13 "Unknown Claims" in the definition of Released Claims and Released Defendants' Claims was  
14 separately bargained for and was a material element of the Settlement.

15 Please consult the Stipulation, filed with the Court and posted at [www.](http://www.amdsecuritieslitigation.com)  
16 [amdsecuritieslitigation.com](http://amdsecuritieslitigation.com), for additional defined terms.

17 The "Effective Date" will occur when an Order entered by the Court approving the  
18 Settlement becomes final and not subject to appeal. If you remain a member of the Class, all of  
19 the Court's orders will apply to you and legally bind you.

### 20 EXCLUDING YOURSELF FROM THE CLASS

21 *If you already submitted a valid and timely request for exclusion in connection with the*  
22 *Class Notice, you do not need to do so again.<sup>2</sup>*

23 If you **did not** previously submit a request for exclusion and **do not** want a payment from  
24 this Settlement, but you want to keep any right you may have to sue or continue to sue  
25 Defendants and the other Released Defendant Parties on your own concerning the Released  
26

27 \_\_\_\_\_  
28 <sup>2</sup> If you are not sure whether you did, please call the Claims Administrator at (\_\_\_\_) \_\_\_\_-\_\_\_\_.

1 Claims, then you must take steps to remove yourself from the Class. This is called excluding  
2 yourself or “opting out.” **Please note:** if you decide to exclude yourself because you want to  
3 bring your own lawsuit to pursue claims alleged in the Action, you may want to consult with an  
4 attorney and discuss whether your individual claim would be time-barred by the applicable  
5 statutes of limitations or repose. Also, Defendants may terminate the Settlement if Class  
6 Members who purchased in excess of a certain amount of shares of AMD common stock seek  
7 exclusion from the Class.

8 **10. How do I exclude myself from the Class?**

9 To exclude yourself from the Class, you must mail a signed letter stating that you  
10 “request to be excluded from the Class in *Hatamian v. Advanced Micro Devices, Inc., et al.*, No.  
11 14-cv-00226 (N.D. Cal.)” You cannot exclude yourself by telephone or e-mail. Your letter  
12 must state the date(s), price(s), and number(s) of shares of all purchases, acquisitions, and/or  
13 sales of AMD common stock during the period from April 4, 2011 through October 18, 2012.  
14 Your letter must include your name, mailing address, telephone number, e-mail address, and  
15 signature. You must submit your exclusion request so that it is **postmarked no later than**  
16 \_\_\_\_\_, **201**\_\_ to:

17 *Advanced Micro Devices, Inc. Securities Litigation*  
18 Claims Administrator  
19 c/o Epiq Systems, Inc.  
[ ]

20 Your exclusion request must comply with these requirements in order to be valid. If you  
21 ask to be excluded, you will not receive any payment from the Net Settlement Fund, and you  
22 cannot object to the Settlement.

23 **11. If I do not exclude myself, can I sue Defendants and the other Released Defendant**  
24 **Parties for the same thing later?**

25 No. Unless you properly exclude yourself, you remain in the Class and you give up any  
26 rights to sue Defendants and the other Released Defendant Parties for any and all Released  
27 Claims. If you have a pending lawsuit, **speak to your lawyer in that case immediately.** You  
28

1 must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion  
2 deadline is \_\_\_\_\_, 201\_\_.

### 3 OPTING-BACK INTO THE CLASS

4 **12. What if I previously requested exclusion in connection with the Class Notice and now**  
5 **want to be eligible to receive a payment from Settlement? How do I opt-back into**  
6 **the Class?**

7 If you previously submitted a request for exclusion from the Class in connection with the Class  
8 Notice, you may opt-back into the Class and be eligible to receive a payment from the  
9 Settlement. If you are not certain whether you previously submitted a request for exclusion,  
10 please contact the Claims Administrator at (\_\_\_\_) \_\_\_\_-\_\_\_\_ for assistance.

11 In order to opt-back into the Class, you, individually or through counsel, must submit a written  
12 “Request to Opt-Back into the Class” to the Claims Administrator, addressed as follows:  
13 *Advanced Micro Devices, Inc., c/o Epiq Systems, Inc., P.O. Box \_\_\_\_\_, \_\_\_\_.* This  
14 request must be **postmarked no later than** \_\_\_\_\_, 201\_\_. Your Request to Opt-Back into  
15 the Class must (i) state the name, address, and telephone number of the person or entity  
16 requesting to opt-back into the Class; (ii) state that such person or entity “requests to opt-back  
17 into the Class in *Hatamian v. Advanced Micro Devices, Inc., et al.*, No. 14-cv-00226 (N.D.  
18 Cal.)”; and (iii) be signed by the person or entity requesting to opt-back into the Class or an  
19 authorized representative.

20 **Please note:** Opting-back into the Class **does not mean** that you will automatically be entitled to  
21 receive proceeds from the Settlement. **If you wish to be eligible to participate in the**  
22 **distribution of proceeds from the Settlement, you are also required to submit the Proof of**  
23 **Claim form that is being distributed with this Settlement Notice.** See Question 8, above.

### 24 THE LAWYERS REPRESENTING YOU

25 **13. Do I have a lawyer in this case?**

1 The Court ordered the law firms of Labaton Sucharow LLP and Motley Rice LLC to  
2 represent all Class Members. These lawyers are called Class Counsel. You will not be  
3 separately charged for these lawyers. The Court will determine the amount of Class Counsel's  
4 fees and expenses, which will be paid from the Settlement Fund. If you want to be represented  
5 by your own lawyer, you may hire one at your own expense.

6 **14. How will the lawyers be paid?**

7 Class Counsel, and other attorneys who assisted Class Counsel, have not been paid for  
8 any of their work. They will ask the Court to award them, from the Settlement Fund, attorneys'  
9 fees of no more than 30% of the Settlement Fund, which includes interest on such fees at the  
10 same rate as earned by the Settlement Fund. Class Counsel will also seek payment of litigation  
11 expenses in connection with the prosecution of this Action of no more than \$3,000,000, plus  
12 interest on such expenses at the same rate as earned by the Settlement Fund, which may include  
13 reimbursements to the Class Representatives for their expenses (including lost wages), pursuant  
14 to the Private Securities Litigation Reform Act of 1995.

15 **OBJECTING TO THE SETTLEMENT**

16  
17 You can tell the Court that you do not agree with the Settlement or any part of it.

18 **15. How do I tell the Court that I do not like something about the proposed**  
19 **Settlement?**

20 If you are a Class Member, you can object to the Settlement or any of its terms, the  
21 proposed Plan of Allocation, and/or the Fee and Expense Application. You may write to the  
22 Court about your objection. You can ask the Court not to approve the Settlement, however you  
23 cannot ask the Court to order a larger settlement; the Court can only approve or deny this  
24 Settlement. If the Court denies approval, the settlement payments will not be sent out and the  
25 lawsuit will continue. If you would like the Court to consider your views, you must file a proper  
26 objection within the deadline, and according to the following procedures.

1 To object, you must send a signed letter stating that you “object to the proposed  
2 Settlement in *Hatamian v. Advanced Micro Devices, Inc. et al.*, No. 14-cv-00226 (N.D. Cal.).”  
3 You must include: (i) your name, address, telephone number, e-mail address, and signature; (ii)  
4 identify the date(s), price(s), and number(s) of shares of AMD common stock purchased,  
5 acquired, and/or sold; state the reasons why you object to the Settlement and which part(s) of the  
6 Settlement you object to; and (iii) include any legal support and/or evidence, to support your  
7 objection. Unless otherwise ordered by the Court, any Class Member who does not object in the  
8 manner described in this Settlement Notice will be deemed to have waived any objection and  
9 shall be forever foreclosed from making any future objection. Your objection must be submitted  
10 to the Court either by mailing the objection to the Clerk of the Court at the address below or by  
11 filing the objection in person at the location below, and mailed to Class Counsel and Defendants’  
12 Counsel, so that it is **postmarked on or before** \_\_\_\_\_, 201\_\_:

13  
14 **The Court**

15 Clerk of the Court  
16 United States District Court for the Northern District of California  
17 Oakland Courthouse  
18 1301 Clay Street  
19 Oakland, CA 94612

19 **Class Counsel**

20 LABATON SUCHAROW LLP  
21 Jonathan Gardner, Esq.  
22 140 Broadway  
New York, NY 10005

23 MOTLEY RICE LLC  
24 James M. Hughes, Esq.  
28 Bridgeside Blvd.  
Mt. Pleasant, SC 29464

19 **Defendants’ Counsel**

LATHAM & WATKINS LLP  
Matthew Rawlinson, Esq.  
140 Scott Drive  
Menlo Park, CA 94025

COOLEY LLP  
Patrick E. Gibbs, Esq.  
3175 Hanover Street  
Palo Alto, CA 94304

25  
26 You do not need to attend the Settlement Hearing to have your written objection  
27 considered by the Court. However, any Class Member who has complied with the procedures  
28

1 set out in this Question 15 and below in Question 18 may appear at the Settlement Hearing and  
2 be heard, to the extent allowed by the Court, either in person or through an attorney, arranged at  
3 his, her, or its own expense.

4 **16. What is the difference between objecting and excluding?**

5 Objecting is telling the Court that you do not like something about the proposed  
6 Settlement, Plan of Allocation, or Fee and Expense Application. You can still recover from the  
7 Settlement, and you will still be bound by the Settlement and any Court order in this Action.

8 **You can object *only* if you stay in the Class.**

9 Excluding yourself is telling the Court that you do not want to be part of the Class. If you  
10 exclude yourself, you have no basis to object because the Settlement no longer affects you.

11 **THE SETTLEMENT HEARING**

12  
13 **17. When and where will the Court decide whether to approve the proposed Settlement?**

14 The Court will hold the Settlement Hearing on \_\_\_\_\_, **2018** at \_\_\_\_\_.m., in  
15 Courtroom 1, 4th Floor of the Oakland Courthouse, 1301 Clay Street, Oakland, CA 94612.

16 At this hearing, the Court will consider (i) whether the Settlement is fair, reasonable, and  
17 adequate, and should be finally approved; (ii) whether the proposed Plan of Allocation is fair,  
18 reasonable, and adequate; and (iii) the application of Class Counsel for an award of attorneys'  
19 fees and payment of litigation expenses. The Court will take into consideration any written  
20 objections filed in accordance with the instructions in Question 15. We do not know how long it  
21 will take the Court to make these decisions.

22 You should be aware that the Court may change the date and time of the Settlement  
23 Hearing without another notice being sent to Class Members. If you want to attend the hearing,  
24 you should check with Class Counsel beforehand to be sure that the date and/or time has not  
25 changed, periodically check the Court's website at [www.cand.uscourts.gov/ygr](http://www.cand.uscourts.gov/ygr), or periodically  
26 check the case-specific website at [www.amdsecuritieslitigation.com](http://www.amdsecuritieslitigation.com) to see if the Settlement  
27 Hearing stays as calendared or is changed.  
28

1 **18. May I speak at the Settlement Hearing?**

2 You may ask the Court for permission to speak at the Settlement Hearing. To do so, you  
3 must submit a statement that it is your intention to appear in “*Hatamian v. Advanced Micro*  
4 *Devices, Inc. et al.*, No. 14-cv-00226 (N.D. Cal.)” Persons who intend to object to the  
5 Settlement, the Plan of Allocation, or Class Counsel’s Fee and Expense Application and desire to  
6 present evidence at the Settlement Hearing must also include in their objections (prepared and  
7 submitted in accordance with the answer to Question 15 above) the identity of any witness they  
8 may wish to call to testify and any exhibits they intend to introduce into evidence at the  
9 Settlement Hearing. You may not speak at the Settlement Hearing if you excluded yourself from  
10 the Class or if you have not provided written notice of your objection and/or intention to speak at  
11 the Settlement Hearing in accordance with the procedures described in Questions 10, 15, and 18.

12 **IF YOU DO NOTHING**

13 **19. What happens if I do nothing at all?**

14 If you do nothing and you are a member of the Class, you will receive no money from  
15 this Settlement and you will be precluded from starting a lawsuit, continuing with a lawsuit, or  
16 being part of any other lawsuit against Defendants and the other Released Defendant Parties  
17 concerning the Released Claims. To share in the Net Settlement Fund, you must submit a Claim  
18 Form (*see* Question 8). To start, continue, or be a part of any other lawsuit against Defendants  
19 and the other Released Defendant Parties concerning the Released Claims in this case, you must  
20 exclude yourself from the Class (*see* Question 10).

21 **GETTING MORE INFORMATION**

22 **20. Are there more details about the proposed Settlement?**

23 This Settlement Notice summarizes the proposed Settlement. More details are in the  
24 Stipulation. Class Counsel’s motions in support of final approval of the Settlement, the request  
25 for attorneys’ fees and litigation expenses, and approval of the proposed Plan of Allocation will  
26  
27  
28

1 be filed with the Court no later than \_\_\_\_\_, 201\_\_ and available from Class Counsel, the  
2 Claims Administrator, or the Court, pursuant to the instructions below.

3 You may review the Stipulation or documents filed in the case at the Office of the Clerk  
4 of the United States District Court for the Northern District of California, 1301 Clay Street,  
5 Oakland, CA 94612, on weekdays (other than court holidays) between 9:00 a.m. and 4:00 p.m.  
6 Subscribers to PACER, a fee-based service, can also view the papers filed publicly in the Action  
7 through the Court's on-line Case Management/Electronic Case Files System at  
8 <https://www.pacer.gov>.

9 You can also get a copy of the Stipulation and other case documents by calling the  
10 Claims Administrator toll free at (\_\_\_\_) \_\_\_\_ - \_\_\_\_; writing to the Claims Administrator at  
11 *Advanced Micro Devices, Inc. Securities Litigation*, c/o Epiq Systems, Inc., P.O. Box \_\_\_\_\_,  
12 \_\_\_\_\_; or visiting the websites: [www.amdsecuritieslitigation.com](http://www.amdsecuritieslitigation.com), [www.labaton.com](http://www.labaton.com), or  
13 [www.motleyrice.com](http://www.motleyrice.com) where you will find answers to common questions about the Settlement,  
14 download copies of the Stipulation or Claim Form, and locate other information.

15 **Please do not Call the Court with Questions about the**  
16 **Settlement.**

17 **PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND**

18 **A. Preliminary Matters**

19 The Settlement Amount and the interest it earns is the "Settlement Fund." The  
20 Settlement Fund, after deduction of Court-approved attorneys' fees and expenses, Notice and  
21 Administration Expenses, Taxes, and any other fees or expenses approved by the Court is the  
22 "Net Settlement Fund." The Net Settlement Fund will be distributed to members of the Class  
23 who timely submit valid Claim Forms that show a Recognized Claim according to the Plan of  
24 Allocation approved by the Court. The Court may approve this Plan of Allocation or modify it  
25 without additional notice to the Class. Any order modifying the Plan of Allocation will be  
26 posted on the case website at: [www.amdsecuritieslitigation.com](http://www.amdsecuritieslitigation.com), and at [www.labaton.com](http://www.labaton.com), or  
27 [www.motleyrice.com](http://www.motleyrice.com).



1           The purpose of this Plan of Allocation of the Net Settlement Fund (“Plan of Allocation”  
2 or “Plan”) is to establish a reasonable and equitable method of distributing the Net Settlement  
3 Fund among Authorized Claimants who allegedly suffered economic losses as a result of the  
4 alleged violations of the federal securities laws. For purposes of determining the amount an  
5 Authorized Claimant may recover under this Plan, Class Counsel have conferred with their  
6 damages expert. This Plan is intended to be consistent generally with an assessment of, among  
7 other things, the damages that Class Counsel and Class Representatives believe were recoverable  
8 in the Action. The Plan, however, is not a formal damages analysis and the calculations made  
9 pursuant to the Plan are not intended to be estimates of, nor indicative of, the amounts that Class  
10 Members might have been able to recover after a trial. An individual Class Member’s recovery  
11 will depend on, for example: (a) the total number of claims submitted; (b) when the Class  
12 Member purchased or acquired AMD publicly traded common stock; and (c) whether and when  
13 the Class Member sold his, her, or its shares of AMD common stock.

14           This Plan of Allocation generally measures the amount of loss that a Class Member can  
15 claim for purposes of making *pro rata* allocations of the Net Settlement Fund to Authorized  
16 Claimants. For losses to be compensable damages under the federal securities laws, the  
17 disclosure of the allegedly misrepresented information must be the cause of the decline in the  
18 price of AMD common stock. In this case, Class Representatives allege that Defendants issued  
19 false statements and omitted material facts from April 4, 2011 through October 18, 2012,  
20 inclusive, (the Class Period) which artificially inflated the price of AMD common stock. It is  
21 alleged that the corrective information released to the market after market hours on September  
22 28, 2011, July 9, 2012, July 19, 2012, October 11, 2012, and October 18, 2012, impacted the  
23 market price of AMD common stock in a statistically significant manner and removed the  
24 alleged artificial inflation from AMD common stock prices on September 29, 2011, July 10,  
25 2012, July 20, 2012, October 12, 2012, and October 19, 2012. Accordingly, in order to have a  
26 compensable loss, AMD common stock must have been purchased or otherwise acquired during  
27 the Class Period and held through at least one of the alleged corrective disclosures listed above.

1 Because the Net Settlement Fund is less than the total losses alleged to be suffered by  
2 Class Members, the formulas described below for calculating Recognized Losses are not  
3 intended to estimate the amount that will actually be paid to Authorized Claimants. Rather, these  
4 formulas provide the basis on which the Net Settlement Fund will be distributed among  
5 Authorized Claimants on a *pro rata* basis. An Authorized Claimant's Recognized Claim shall be  
6 the amount used to calculate the Authorized Claimant's *pro rata* share of the Net Settlement  
7 Fund. The *pro rata* share shall be the Authorized Claimant's Recognized Claim divided by the  
8 total of the Recognized Claims of all Authorized Claimants, multiplied by the total amount in the  
9 Net Settlement Fund.

10 Defendants, their respective counsel, and all other Released Defendant Parties will have  
11 no responsibility or liability for the investment of the Settlement Fund, the distribution of the Net  
12 Settlement Fund, the Plan of Allocation or the payment of any claim. Class Representatives,  
13 Class Counsel, and anyone acting on their behalf, likewise will have no liability for their  
14 reasonable efforts to execute, administer, and distribute the Settlement.

15 **B. Calculation of Recognized Loss Amounts**

16 For purposes of determining whether a Claimant has a "Recognized Claim," purchases,  
17 acquisitions, and sales of AMD common stock will first be matched on a First In/First Out  
18 ("FIFO") basis as set forth below.

19 A "Recognized Loss Amount" will be calculated as set forth for each purchase or  
20 acquisition of AMD publicly traded common stock during the Class Period from April 4, 2011  
21 through October 18, 2012, inclusive, that is listed in the Claim Form and for which adequate  
22 documentation is provided. To the extent that the calculation of a Claimant's Recognized Loss  
23 Amount results in a negative number, that number shall be set to zero.

24 For each share of AMD publicly traded common stock purchased or otherwise acquired  
25 during the Class Period and sold before the close of trading on January 16, 2013, an "Out of  
26 Pocket Loss" will be calculated. Out of Pocket Loss is defined as the purchase or acquisition  
27 price (excluding all fees, taxes, and commissions) minus the sale price (excluding all fees, taxes,  
28

1 and commissions). To the extent that the calculation of the Out of Pocket Loss results in a  
2 negative number, that number shall be set to zero.

3 For each share of AMD publicly traded common stock purchased or otherwise acquired  
4 from April 4, 2011 through and including October 18, 2012 and:

- 5 1. Sold before the close of trading on September 28, 2011, the Recognized Loss  
6 Amount for each such share shall be zero.
- 7 2. Sold after the close of trading on September 28, 2011, and before the close of trading  
8 on October 18, 2012, the Recognized Loss Amount for each such share shall be *the*  
*lesser of:*
- 9 i. the dollar artificial inflation applicable to each such share on the date of  
10 purchase/acquisition as set forth in Table 1, on page \_\_\_\_, below, *minus*  
11 the dollar artificial inflation applicable to each such share on the date of  
12 sale as set forth in Table 1, on page \_\_\_\_, below; or
  - ii. the Out of Pocket Loss.
- 13 3. Sold after the close of trading on October 18, 2012, and before the close of trading  
14 on January 16, 2013,<sup>3</sup> the Recognized Loss Amount for each such share shall be *the*  
*lesser of:*
- 15 i. the dollar artificial inflation applicable to each such share on the date of  
16 purchase/acquisition as set forth in Table 1, on page \_\_\_\_, below; or
  - 17 ii. the actual purchase/acquisition price of each such share *minus* the average  
18 closing price from October 19, 2012, up to the date of sale as set forth in  
19 Table 2, on page \_\_\_\_, below; or
  - 20 iii. the Out of Pocket Loss.

21 <sup>3</sup> October 19, 2012 through January 16, 2013 is the “90-day look-back period” after the end of  
22 the Class Period. Pursuant to Section 21(D)(e)(1) of the PSLRA, “in any private action arising  
23 under this title in which the plaintiff seeks to establish damages by reference to the market price  
24 of a security, the award of damages to the plaintiff shall not exceed the difference between the  
25 purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security  
26 and the mean trading price of that security during the 90-day look-back period beginning on the  
27 date on which the information correcting the misstatement or omission that is the basis for the  
28 action is disseminated to the market.” Consistent with this requirement, Recognized Loss  
Amounts are reduced to an appropriate extent by taking into account the closing prices of AMD  
common stock during the 90-day look-back period (October 19, 2012 through January 16, 2013).  
The mean (average) closing price for AMD common stock during this 90-day look-back period  
was \$2.26.

1 4. Held as of the close of trading on January 16, 2013, the Recognized Loss Amount  
2 for each such share shall be *the lesser of*:

3 i. the dollar artificial inflation applicable to each such share on the date of  
4 purchase/acquisition as set forth in Table 1, on page \_\_, below; or

5 ii. the actual purchase/acquisition price of each such share minus \$2.26.

6 **C. Additional Provisions**

7 Publicly traded AMD common stock is the only security eligible for recovery under the  
8 Plan of Allocation. With respect to AMD common stock purchased or sold through the exercise  
9 of an option, the purchase/sale date of the AMD common stock is the exercise date of the option  
10 and the purchase/sale price is the exercise price of the option.

11 If a Class Member has more than one purchase/acquisition or sale of AMD common  
12 stock during the Class Period, all purchases/acquisitions and sales shall be matched on a FIFO  
13 basis. Class Period sales will be matched first against any holdings at the beginning of the Class  
14 Period and then against purchases/acquisitions in chronological order, beginning with the earliest  
15 purchase/acquisition made during the Class Period.

16 Purchases or acquisitions and sales of AMD shares shall be deemed to have occurred on  
17 the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or  
18 grant by gift, inheritance or operation of law of shares during the Class Period shall not be  
19 deemed a purchase, acquisition or sale of shares for the calculation of Recognized Loss, unless  
20 (i) the donor or decedent purchased or otherwise acquired such shares during the Class Period;  
21 (ii) no Proof of Claim was submitted by or on behalf of the donor, on behalf of the decedent, or  
22 by anyone else with respect to such shares; and (iii) it is specifically so provided in the  
23 instrument of gift or assignment. Any claimant that sold AMD common stock “short” will have  
24 no Recognized Loss with respect to such purchase during the Class Period to cover said short  
25 sale.

26 The sum of a Claimant’s Recognized Loss Amounts will be the Claimant’s “Recognized  
27 Claim.”  
28

1 The Net Settlement Fund will be allocated among all Authorized Claimants whose  
2 prorated payment is \$10.00 or greater. If the prorated payment to any Authorized Claimant  
3 calculates to less than \$10.00, no distribution will be made to that Authorized Claimant.

4 Payment according to this Plan of Allocation will be deemed conclusive against all  
5 Authorized Claimants. Recognized Claims will be calculated as defined herein by the Claims  
6 Administrator and cannot be less than zero.

7 Distributions to eligible Authorized Claimants will be made after claims have been  
8 processed. After an initial distribution of the Net Settlement Fund, if there is any balance  
9 remaining in the Net Settlement Fund (whether by reason of tax refunds, uncashed checks or  
10 otherwise) after at least six (6) months from the date of initial distribution of the Net Settlement  
11 Fund, Class Counsel shall, if feasible and economical, redistribute such balance among  
12 Authorized Claimants who have cashed their checks in an equitable and economic fashion.  
13 These redistributions shall be repeated until the balance in the Net Settlement Fund is no longer  
14 feasible to distribute to Authorized Claimants. Any balance that still remains in the Net  
15 Settlement Fund after re-distribution(s), which is not feasible or economical to reallocate, after  
16 payment of Notice and Administration Expenses, Taxes, and attorneys' fees and expenses, shall  
17 be donated in equal amounts to Bay Area Legal Aid and Consumer Federation of America.

18 Each claimant is deemed to have submitted to the jurisdiction of the United States  
19 District Court for the Northern District of California with respect to his, her, or its claim.

20  
21 **SPECIAL NOTICE TO SECURITIES BROKERS AND NOMINEES**

22 In the previously mailed Class Notice, you were advised that if, for the beneficial interest  
23 of any person or entity other than yourself, you purchased AMD common stock during the period  
24 from April 4, 2011 through October 18, 2012, inclusive, must either: (1) request from the Claims  
25 Administrator sufficient copies of the Class Notice to forward to all such beneficial owners, and  
26 forward them to all such beneficial owners; or (2) provide a list of the names and addresses of all  
27 such beneficial owners to the Claims Administrator.

1           If you chose the first option, *i.e.*, you elected to mail the Class Notice directly to  
2 beneficial owners, you were advised that you must retain the mailing records for use in  
3 connection with any further notices that may be provided in the Action. If you elected this  
4 option, the Claims Administrator will forward the same number of Settlement Notices and Proof  
5 of Claim and Release Forms (together, the “Claim Packet”) to you to send to the beneficial  
6 owners **WITHIN SEVEN (7) CALENDAR DAYS** of receipt of the Claim Packets. If you  
7 require more copies than you previously requested, please contact the Claims Administrator at  
8 (\_\_\_\_) \_\_\_\_ - \_\_\_\_ and let them know how many additional Claim Packets you require. You must  
9 mail the Claim Packets to the beneficial owners **WITHIN SEVEN (7) CALENDAR DAYS** of  
10 your receipt of the packets.

11           If you chose the second option, the Claims Administrator will send a copy of the Claim  
12 Packet to the beneficial owners whose names and addresses you previously supplied. Unless you  
13 have identified additional beneficial owners whose names you did not previously provide, **you**  
14 **need do nothing further at this time.** If you believe that you have identified additional  
15 beneficial owners **whose names you did not previously provide** to the Claims Administrator,  
16 you must either (a) **WITHIN SEVEN (7) CALENDAR DAYS** of receipt of the Claim Packet,  
17 provide a list of the names and addresses of all such beneficial owners to the Claims  
18 Administrator at *Advanced Micro Devices, Inc. Securities Litigation, c/o Epiq Systems, Inc.,*  
19 P.O. Box \_\_\_\_\_, \_\_\_\_\_; or (b) **WITHIN SEVEN (7) CALENDAR DAYS** of receipt of the  
20 Claim Packet, request from the Claims Administrator sufficient copies of the Claim Packet to  
21 forward to all such beneficial owners which you shall, **WITHIN SEVEN (7) CALENDAR**  
22 **DAYS** of receipt of the Claim Packet from the Claims Administrator, mail to the beneficial  
23 owners. If you elect to send the Claim Packet to beneficial owners you shall also send a  
24 statement to the Claims Administrator confirming that the mailing was made and shall retain  
25 your mailing records for use in connection with any further notices that may be provided in the  
26 Action.



**TABLE 1**

**AMD Common Stock Artificial Inflation  
for Purposes of Calculating Purchase and Sale Inflation**

<b>Purchase or Sale Date</b>	<b>Artificial Inflation</b>
April 4, 2011 - September 28, 2011	\$1.40
September 29, 2011 - July 9, 2012	\$0.56
July 10, 2012 - July 19, 2012	\$0.41
July 20, 2012 - October 11, 2012	\$0.09
October 12, 2012 - October 18, 2012	\$0.01

**TABLE 2**

**AMD Average Closing Price During 90-Day Look Back  
October 19, 2012 – January 16, 2013**

<b>Date</b>	<b>Average Closing Price between October 19, 2012, and Date Shown</b>	<b>Date</b>	<b>Average Closing Price between October 19, 2012, and Date Shown</b>
10/19/2012	\$2.18	12/5/2012	\$2.05
10/22/2012	\$2.14	12/6/2012	\$2.05
10/23/2012	\$2.14	12/7/2012	\$2.06
10/24/2012	\$2.13	12/10/2012	\$2.07
10/25/2012	\$2.12	12/11/2012	\$2.08
10/26/2012	\$2.12	12/12/2012	\$2.09
10/31/2012	\$2.11	12/13/2012	\$2.10
11/1/2012	\$2.11	12/14/2012	\$2.10
11/2/2012	\$2.11	12/17/2012	\$2.11
11/5/2012	\$2.11	12/18/2012	\$2.12
11/6/2012	\$2.11	12/19/2012	\$2.13
11/7/2012	\$2.10	12/20/2012	\$2.14
11/8/2012	\$2.09	12/21/2012	\$2.15
11/9/2012	\$2.08	12/24/2012	\$2.16
11/12/2012	\$2.08	12/26/2012	\$2.16
11/13/2012	\$2.08	12/27/2012	\$2.17
11/14/2012	\$2.07	12/28/2012	\$2.17
11/15/2012	\$2.06	12/31/2012	\$2.17
11/16/2012	\$2.05	1/2/2013	\$2.18
11/19/2012	\$2.04	1/3/2013	\$2.19



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

11/20/2012	\$2.03		1/4/2013	\$2.20
11/21/2012	\$2.03		1/7/2013	\$2.21
11/23/2012	\$2.02		1/8/2013	\$2.21
11/26/2012	\$2.02		1/9/2013	\$2.22
11/27/2012	\$2.01		1/10/2013	\$2.23
11/28/2012	\$2.01		1/11/2013	\$2.24
11/29/2012	\$2.01		1/14/2013	\$2.24
11/30/2012	\$2.02		1/15/2013	\$2.25
12/3/2012	\$2.03		1/16/2013	\$2.26
12/4/2012	\$2.04			

# **EXHIBIT A-2**

1 **LIEFF CABRASER HEIMANN &**  
2 **BERNSTEIN, LLP**

Joy A. Kruse (State Bar No. 142799)  
3 Katherine L. Benson (State Bar No. 259826)  
275 Battery Street, 29th Floor  
4 San Francisco, CA 94111-3339  
Telephone: (415) 956-1000  
5 Facsimile: (415) 956-1008

6 *Liaison Counsel*

7 **LABATON SUCHAROW LLP**

Jonathan Gardner (*pro hac vice*)  
8 Carol C. Villegas (*pro hac vice*)  
Alec T. Coquin (*pro hac vice*)  
140 Broadway  
9 New York, NY 10005  
Telephone: (212) 907-0700  
10 Facsimile: (212) 818-0477

11 *Co-Lead Counsel for the Class*

**MOTLEY RICE LLC**

James M. Hughes (*pro hac vice*)  
William S. Norton (*pro hac vice*)  
Max N. Gruetzmacher (*pro hac vice*)  
Michael J. Pendell (*pro hac vice*)  
28 Bridgeside Blvd.  
Mt. Pleasant, SC 29464  
Telephone: (843) 216-9000  
Facsimile: (843) 216-9450

12  
13 **UNITED STATES DISTRICT COURT**  
14 **NORTHERN DISTRICT OF CALIFORNIA**  
15 **OAKLAND DIVISION**

15 **BABAK HATAMIAN and LUSSA DENNJ**  
16 **SALVATORE, individually and on behalf of**  
all others similarly situated,

17 Plaintiffs,

18 v.

19 **ADVANCED MICRO DEVICES, INC.,**  
20 **RORY P. READ, THOMAS J. SEIFERT,**  
21 **RICHARD A. BERGMAN, AND LISA T.**  
**SU,**

22 Defendants.

Case No. 4:14-cv-00226-YGR

CLASS ACTION

**PROOF OF CLAIM AND RELEASE**

EXHIBIT A-2

1 To recover as a Class Member based on your claims in the action entitled *Hatamian, et al. v.*  
2 *Advanced Micro Devices, Inc., et al.*, Case No. 14-cv-00226-YGR (N.D. Cal.) (the “Action”), YOU  
3 MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED PROOF OF CLAIM FORM  
4 (“CLAIM FORM”), ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED  
5 HEREIN, **ON OR BEFORE** \_\_\_\_\_, **2018**, ADDRESSED AS FOLLOWS:

6 *Advanced Micro Devices, Inc. Securities Litigation*  
7 Claims Administrator  
8 c/o Epiq Systems, Inc.  
9 XXX  
XXXX  
www.amdsecuritieslitigation.com

10 Submission of this Claim Form, however, does not assure that you will share in the proceeds  
11 of the settlement of the Action.

12 If you are a Class Member, and you did not timely and validly request exclusion in  
13 connection with the previously mailed Notice of Pendency of Class Action or the proposed  
14 settlement, you are bound by the terms of any judgment entered in the Action, including the releases  
15 provided therein, **WHETHER OR NOT YOU SUBMIT THIS CLAIM FORM.**

<b><u>TABLE OF CONTENTS</u></b>	<b><u>PAGE #</u></b>
<b>PART I – CLAIMANT IDENTIFICATION</b>	–
<b>PART II – GENERAL INSTRUCTIONS</b>	–
<b>PART III – SCHEDULE OF TRANSACTIONS IN AMD PUBLICLY TRADED COMMON STOCK</b>	–
<b>PART VI – SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS</b>	–

**PART I - CLAIMANT IDENTIFICATION**

When filling out this form, type or print in the boxes below in CAPITAL LETTERS; do not use red ink, pencils, or staples. Instructions are on page \_\_\_\_.

Beneficial Owner's First Name MI Beneficial Owner's Last Name

Co-Beneficial Owner's First Name MI Co-Beneficial Owner's Last Name

Entity Name (if claimant is not an individual)

Representative or Custodian Name (if different from Beneficial Owner(s) listed above)

Address1 (street name and number)

Address2 (apartment, unit, or box number)

City State ZIP/Postal Code

Foreign Country (only if not USA)

Social Security Number Taxpayer Identification Number

Telephone Number (home) Telephone Number (work)

Email address

Account Number (if filing for multiple accounts, file a separate Proof of Claim for each account)

Claimant Account Type (check appropriate box):

- Individual (includes joint owner accounts) Pension Plan Trust
Corporation Estate
IRA/401K Other (please specify)

1 **PART II – GENERAL INSTRUCTIONS**

2 If you purchased or otherwise acquired shares of the publicly traded common stock of  
3 Advanced Micro Devices, Inc. (“AMD” or the “Company”) during the period from April 4, 2011  
4 through October 18, 2012, inclusive (the “Class Period”), use Part I of this form entitled “Claimant  
5 Identification” to list the claimant name, mailing address, and account information if relevant (such  
6 as for a claim submitted on behalf of an IRA, Trust, or estate account). Please list the most current  
7 claimant or account name, as this is the information that will appear on a check, if the claim is  
8 eligible for payment. Please also provide a telephone number and/or e-mail address, in the event  
9 the Claims Administrator needs to contact you with questions about the claim. If your Claimant  
10 Identification information changes, please notify the Claims Administrator in writing at the address  
11 below.

12 All joint purchasers must sign this Claim Form. If you are acting in a representative  
13 capacity on behalf of a Class Member (for example, as an executor, administrator, trustee, or other  
14 representative), you must submit evidence of your current authority to act on behalf of that Class  
15 Member. Such evidence would include, for example, letters testamentary, letters of administration,  
16 or a copy of the trust documents or other documents which provide you with the authority to submit  
17 the claim. Please also indicate your representative capacity under your signature on page \_\_ of this  
18 Claim Form.

19 Use Part III of this form entitled “Schedule of Transactions in AMD Publicly Traded  
20 Common Stock” to supply all required details of your transaction(s). Neither the Claims  
21 Administrator, the Defendants, nor the Class Representatives have access to your transactional  
22 information. If you need more space or additional schedules, attach separate sheets giving all of the  
23 required information in substantially the same form. Sign and print or type your name on each  
24 additional sheet.

25 On the schedules, provide all of the requested information with respect to all of your  
26 purchases or acquisitions of AMD publicly traded common stock which took place from April 4,  
27 2011 through October 18, 2012, inclusive, and **all** of your sales of AMD common stock which took  
28

1 place from April 4, 2011 through January 16, 2013, whether such transactions resulted in a profit or  
2 a loss. You must also provide the amount of AMD publicly traded common stock you held at the  
3 beginning of trading on April 4, 2011 and at the close of trading on January 16, 2013. This  
4 information is needed in order to calculate your claim under the Plan of Allocation. Failure to  
5 report all such transactions may result in the rejection of your claim.

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

8 The date of covering a "short sale" is deemed to be the date of purchase of AMD common  
9 stock. The date of a "short sale" is deemed to be the date of sale of AMD common stock.

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

14  
15 **PART III – SCHEDULE OF TRANSACTIONS IN AMD**  
**PUBLICLY TRADED COMMON STOCK**

- 16 A. State the number of shares of AMD Common Stock held at the beginning of trading  
17 (*i.e.*, before market open) on April 4, 2011: \_\_\_\_\_
- 18 B. Separately list each and every open market purchase of AMD common stock during  
19 the period from April 4, 2011 through October 18, 2012, inclusive, and provide the  
following information (*must be documented*):

Trade Date Month Day Year	Number of Shares Purchased or Acquired	Purchase Price Per Share	Total Purchase Price (Excluding Commissions, Taxes, and Fees)
1. _____	1. _____	1. _____	1. _____
2. _____	2. _____	2. _____	2. _____
3. _____	3. _____	3. _____	3. _____

25 IMPORTANT: If any purchase listed covered a "short sale," please mark Yes:  
26  Yes  
27

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

B. Separately list each and every open market sale of AMD common stock during the period from April 4, 2011 through January 16, 2013, inclusive, and provide the following information (*must be documented*):

Trade Date Month Day Year	Number of Shares Sold	Sales Price Per Share	Total Sales Price (Excluding Commissions, Taxes, and Fees)
1. _____	1. _____	1. _____	1. _____
2. _____	2. _____	2. _____	2. _____
3. _____	3. _____	3. _____	3. _____

C. State the total number of shares of AMD common stock held at the close of trading on January 16, 2013: \_\_\_\_\_



1 **PART IV - SUBMISSION TO JURISDICTION OF**  
2 **COURT AND ACKNOWLEDGMENTS**

3 1. I (We) submit this Claim Form under the terms of the Stipulation and Agreement of  
4 Settlement described in the Settlement Notice, available at [www.amdsecuritieslitigation.com](http://www.amdsecuritieslitigation.com). I  
5 (We) also submit to the jurisdiction of the United States District Court, Northern District of  
6 California, with respect to my (our) claim as a Class Member. I (We) further acknowledge that I  
7 am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. I  
8 (We) agree to furnish additional information to the Claims Administrator to support this claim if  
9 requested to do so. I (We) have not submitted any other claim covering the same purchases or sales  
10 of AMD common stock during the relevant periods and know of no other person having done so on  
11 my (our) behalf.

12 2. I (We) hereby warrant and represent that I (we) have included information about all  
13 of my (our) purchases of AMD common stock that took place from April 4, 2011 through October  
14 18, 2012, and all of my (our) sales of AMD common stock from April 4, 2011 through January 16,  
15 2013, as well as the number of shares held by me (us) at the opening of trading on April 4, 2011 and  
16 the close of trading on January 16, 2013.

17 I (We) declare under penalty of perjury under the laws of the State of California that the  
18 foregoing is true and correct.

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

21 \_\_\_\_\_  
22 Signature of Claimant

\_\_\_\_\_  
Signature of Joint Claimant, if any

23 \_\_\_\_\_  
24 Print Name of Claimant

\_\_\_\_\_  
Print Name of Joint Claimant, if any



# **EXHIBIT A-3**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**LIEFF CABRASER HEIMANN & BERNSTEIN, LLP**

Joy A. Kruse (State Bar No. 142799)  
Katherine L. Benson (State Bar No. 259826)  
275 Battery Street, 29th Floor  
San Francisco, CA 94111-3339  
Telephone: (415) 956-1000  
Facsimile: (415) 956-1008

*Liaison Counsel*

**LABATON SUCHAROW LLP**

Jonathan Gardner (*pro hac vice*)  
Carol C. Villegas (*pro hac vice*)  
Alec T. Coquin (*pro hac vice*)  
140 Broadway  
New York, NY 10005  
Telephone: (212) 907-0700  
Facsimile: (212) 818-0477

*Co-Lead Counsel for the Class*

**MOTLEY RICE LLC**

James M. Hughes (*pro hac vice*)  
William S. Norton (*pro hac vice*)  
Max N. Gruetzmacher (*pro hac vice*)  
Michael J. Pendell (*pro hac vice*)  
28 Bridgeside Blvd.  
Mt. Pleasant, SC 29464  
Telephone: (843) 216-9000  
Facsimile: (843) 216-9450

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION**

BABAK HATAMIAN and LUSSA DENNJ  
SALVATORE, individually and on behalf of  
all others similarly situated,

Plaintiffs,

v.

ADVANCED MICRO DEVICES, INC.,  
RORY P. READ, THOMAS J. SEIFERT,  
RICHARD A. BERGMAN, AND LISA T.  
SU,

Defendants.

Case No. 4:14-cv-00226-YGR

CLASS ACTION

**SUMMARY NOTICE OF PROPOSED  
CLASS ACTION SETTLEMENT AND  
MOTION FOR ATTORNEYS' FEES  
AND EXPENSES**

EXHIBIT A-3

1 **TO: ALL PERSONS AND ENTITIES THAT, DURING THE PERIOD FROM**  
2 **APRIL 4, 2011 THROUGH OCTOBER 18, 2012, INCLUSIVE, PURCHASED**  
3 **OR OTHERWISE ACQUIRED SHARES OF THE PUBLICLY TRADED COMMON**  
4 **STOCK OF ADVANCED MICRO DEVICES, INC.**

5 YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District  
6 Court for the Northern District of California, that Class Representatives Arkansas Teacher  
7 Retirement System and KBC Asset Management NV, on behalf of themselves and the certified  
8 Class, and Advanced Micro Devices, Inc., and the other named defendants (collectively, the  
9 “Defendants”), have reached a settlement in the above-captioned action (the “Action”) in the  
10 amount of \$29,500,000 in cash (the “Settlement Amount”) that, if approved by the Court, will  
11 resolve all claims in the Action.<sup>1</sup>

12 A hearing will be held before the Honorable Yvonne Gonzalez Rogers of the United  
13 States District Court for the Northern District of California in Courtroom 1, Oakland Courthouse,  
14 4<sup>th</sup> Floor, 1301 Clay Street, Oakland, CA 94612 at \_\_: \_\_ \_\_.m. on \_\_\_\_\_, 2018 to,  
15 among other things, determine whether (1) the Settlement should be approved by the Court as  
16 fair, reasonable, and adequate; (2) the Plan of Allocation for distribution of the Settlement  
17 Amount, and any interest thereon, less Court-awarded attorneys’ fees, Notice and Administration  
18 Expenses, Taxes, and any other costs, fees, or expenses approved by the Court (the “Net  
19 Settlement Fund”) should be approved as fair, reasonable, and adequate; and (3) the application  
20 of Class Counsel for an award of attorneys’ fees of no more than 30% of the Settlement Fund (or  
21 up to \$8,850,000) and payment of expenses of no more than \$3,000,000 from the Settlement  
22 Fund, which may include the expenses of Class Representatives pursuant to the Private  
23 Securities Litigation Reform Act of 1995, should be approved. The Court may change the date  
24 of the Settlement Hearing without providing another notice. You do NOT need to attend the  
25 Settlement Hearing in order to receive a distribution from the Net Settlement Fund.

26 **IF YOU ARE A MEMBER OF THE CLASS, YOUR RIGHTS WILL BE AFFECTED**  
27 **BY THE SETTLEMENT AND YOU MAY BE ENTITLED TO SHARE IN THE NET**

28 <sup>1</sup> The complete terms of the Settlement are in the Stipulation and Agreement of Settlement, dated \_\_\_\_\_, 2017, which can be viewed at [www.amdsecuritieslitigation.com](http://www.amdsecuritieslitigation.com).

1 SETTLEMENT FUND. If you have not yet received the full Notice of Proposed Class Action  
2 Settlement and Motion for Attorneys' Fees and Expenses (the "Settlement Notice") and a Proof  
3 of Claim and Release form ("Claim Form"), you may obtain copies of these documents by  
4 contacting the Claims Administrator or visiting its website:

5 *Advanced Micro Devices, Inc. Securities Litigation*  
6 Claims Administrator c/o Epiq Systems, Inc.  
7 [XXXXXXXXXXXXXX]  
8 Phone: [XXX-XXX-XXXX] Fax: [XXX-XXX-XXXX]  
9 [e-mail]  
10 www.amdsecuritieslitigation.com

11 Inquiries may also be made to Class Counsel:

12 LABATON SUCHAROW LLP  
13 Jonathan Gardner, Esq.  
14 140 Broadway  
15 New York, NY 10005  
16 Tel: (888) 219-6877  
17 www.labaton.com  
18 settlementquestions@labaton.com

19 MOTLEY RICE LLC  
20 James M. Hughes, Esq.  
21 28 Bridgeside Blvd.  
22 Mt. Pleasant, SC 29464  
23 Tel: (800) 449-4900  
24 www.motleyrice.com

25 If you are a Class Member, to be eligible to share in the distribution of the Net Settlement  
26 Fund, you must submit a Claim Form postmarked or electronically submitted **no later than**  
27 \_\_\_\_\_, **201**\_\_. If you are a Class Member and do not timely submit a valid Claim  
28 Form, you will not be eligible to share in the distribution of the Net Settlement Fund, but you  
will nevertheless be bound by any judgments or orders entered by the Court in the Action.

If you previously submitted a valid and timely request for exclusion from the Class in  
connection with the Notice of Pendency of Class Action ("Class Notice") and you wish to  
remain excluded, no further action is required. However if you did not, to exclude yourself from  
the Class now, you must submit a written request for exclusion in accordance with the  
instructions set forth in the Settlement Notice such that it is postmarked **no later than**  
\_\_\_\_\_, **201**\_\_. If you are a Class Member and do not exclude yourself from the  
Class, **you will be bound** by any judgments or orders entered by the Court in the Action.

If you previously submitted a request for exclusion from the Class in connection with the  
Class Notice but you want to **opt-back** into the Class now for the purpose of being eligible to  
receive a payment from the Net Settlement Fund, you may do so. In order to opt-back into the

1 Class, you must submit a request in writing such that it is postmarked *no later than* \_\_\_\_\_,  
2 *201*\_\_, in accordance with the instructions set forth in the Settlement Notice.

3 Any objections to the Settlement, Plan of Allocation, and/or application for attorneys'  
4 fees and payment of expenses must be filed with the Court and mailed to counsel in accordance  
5 with the instructions set forth in the Settlement Notice postmarked *no later than* \_\_\_\_\_  
6 \_\_, *201*\_\_.

7 **PLEASE DO NOT CONTACT THE COURT, DEFENDANTS, OR**  
8 **DEFENDANTS' COUNSEL REGARDING THIS NOTICE.** ALL QUESTIONS ABOUT  
9 THIS NOTICE, THE SETTLEMENT, OR YOUR ELIGIBILITY TO PARTICIPATE IN THE  
10 SETTLEMENT SHOULD BE DIRECTED TO THE CLAIMS ADMINISTRATOR AT THE  
11 ADDRESS LISTED ABOVE.

12 Dated: \_\_\_\_\_, 2017

13 BY ORDER OF THE UNITED STATES  
14 DISTRICT COURT FOR THE  
15 NORTHERN DISTRICT OF  
16 CALIFORNIA

17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# **EXHIBIT B**



1 **LIEFF CABRASER HEIMANN &**  
2 **BERNSTEIN, LLP**

3 Joy A. Kruse (State Bar No. 142799)  
4 Katherine L. Benson (State Bar No. 259826)  
5 275 Battery Street, 29th Floor  
6 San Francisco, CA 94111-3339  
7 Telephone: (415) 956-1000  
8 Facsimile: (415) 956-1008

9 *Liaison Counsel*

10 **LABATON SUCHAROW LLP**

11 Jonathan Gardner (*pro hac vice*)  
12 Carol C. Villegas (*pro hac vice*)  
13 Alec T. Coquin (*pro hac vice*)  
14 140 Broadway  
15 New York, NY 10005  
16 Telephone: (212) 907-0700  
17 Facsimile: (212) 818-0477

18 *Co-Lead Counsel for the Class*

19 **MOTLEY RICE LLC**

20 James M. Hughes (*pro hac vice*)  
21 William S. Norton (*pro hac vice*)  
22 Max N. Gruetzmacher (*pro hac vice*)  
23 Michael J. Pendell (*pro hac vice*)  
24 28 Bridgeside Blvd.  
25 Mt. Pleasant, SC 29464  
26 Telephone: (843) 216-9000  
27 Facsimile: (843) 216-9450

28 **UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**OAKLAND DIVISION**

16 **BABAK HATAMIAN and LUSSA DENNJ**  
17 **SALVATORE, individually and on behalf of**  
18 **all others similarly situated,**

19 Plaintiffs,

20 v.

21 **ADVANCED MICRO DEVICES, INC.,**  
22 **RORY P. READ, THOMAS J. SEIFERT,**  
23 **RICHARD A. BERGMAN, AND LISA T.**  
24 **SU,**

25 Defendants.

Case No. 4:14-cv-00226-YGR

CLASS ACTION

**[PROPOSED] FINAL ORDER AND  
JUDGMENT**

1           **WHEREAS:**

2           A.     A class action is pending in this Court entitled *Hatamian, et al. v. Advanced*  
3 *Micro Devices, Inc., et al.*, Case No. 14-cv-00226-YGR (the “Action”);

4           B.     Defendants in the Action are Advanced Micro Devices, Inc. (“AMD” or the  
5 “Company”), and Rory P. Read, Thomas J. Seifert, Richard A. Bergman, and Lisa T. Su  
6 (collectively, the “Individual Defendants” and with AMD, the “Defendants”);

7           C.     By Order entered March 16, 2016, the Court certified a Class of: all persons and  
8 entities that, during the period from April 4, 2011 through October 18, 2012, inclusive, (the  
9 “Class Period”) purchased or otherwise acquired shares of the publicly traded common stock of  
10 AMD (the “Class”). Excluded from the Class are AMD and the Individual Defendants; members  
11 of the immediate families of the Individual Defendants; AMD’s subsidiaries and affiliates; any  
12 person who was an officer or director of AMD or any of AMD’s subsidiaries or affiliates during  
13 the Class Period; any entity in which any Defendant has a controlling interest; AMD’s employee  
14 retirement and benefit plan(s); any person or entity that validly and timely sought exclusion from  
15 the Class in connection with the Notice of Pendency of Class Action (the “Class Notice”)  
16 previously disseminated who has not opted back into the Class (*see* Exhibit A hereto); and the  
17 legal representatives, heirs, successors and assigns of any such excluded person or entity.

18 Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure and the Court’s Order Granting  
19 Preliminary Approval of Class Action Settlement, Approving Form and Manner of Notice, and  
20 Setting Date for Hearing on Final Approval of Settlement, entered by the Court on  
21 \_\_\_\_\_, 2017 (the “Preliminary Approval Order”), also excluded from the Class are  
22 those persons or entities that submitted a timely and valid request for exclusion pursuant to the  
23 Settlement Notice (defined below), which has been accepted by the Court (*see* Exhibit A hereto);

24           D.     As of \_\_\_\_\_, 2017, Class Representatives Arkansas Teacher  
25 Retirement System (“ATRS”) and KBC Asset Management NV (“KBC”) (collectively, “Class  
26 Representatives”), on behalf of themselves and each of the members of the certified Class, on the

1 one hand, and Defendants, on the other hand, entered into a Stipulation and Agreement of  
2 Settlement (the “Stipulation”) in the Action, which is annexed hereto as Exhibit B;

3 E. Pursuant to the Preliminary Approval Order, the Court scheduled a hearing for  
4 \_\_\_\_\_, 2017, at \_\_\_\_:\_\_\_\_ \_\_.m. (the “Settlement Hearing”) to, among other  
5 things: (i) determine whether the proposed Settlement of the Action on the terms and conditions  
6 provided for in the Stipulation is fair, reasonable, and adequate, and should be approved by the  
7 Court; and (ii) determine whether a judgment as provided for in the Stipulation should be  
8 entered;

9 F. Also pursuant to the Preliminary Approval Order, the Court ordered that the  
10 Notice of Proposed Class Action Settlement and Motion for Attorneys’ Fees and Expenses (the  
11 “Settlement Notice”) and a Proof of Claim and Release form (“Proof of Claim”), substantially in  
12 the forms attached to the Preliminary Approval Order as Exhibits 1 and 2, respectively, be  
13 mailed by first-class mail, postage prepaid, on or before ten (10) business days after the date of  
14 entry of the Preliminary Approval Order (“Notice Date”) to all potential Class Members who  
15 could be identified through reasonable effort, and that a Summary Notice of Proposed Class  
16 Action Settlement and Motion for Attorneys’ Fees and Expenses (the “Summary Notice”),  
17 substantially in the form attached to the Preliminary Approval Order as Exhibit 3, be published  
18 in *Investor’s Business Daily* and transmitted over *PR Newswire* within fourteen (14) calendar  
19 days of the Notice Date;

20 G. The Settlement Notice and the Summary Notice advised potential Class Members  
21 of the date, time, place, and purpose of the Settlement Hearing. The Settlement Notice further  
22 advised that any objections to the Settlement were required to be filed with the Court and served  
23 on counsel for the Parties such that they were postmarked by \_\_\_\_\_, 2017, that  
24 new requests for exclusion from the Class were to be postmarked by \_\_\_\_\_, 2017,  
25 and that any requests to opt-back into the Class were to be postmarked by \_\_\_\_\_,  
26 2017;

1 H. The provisions of the Preliminary Approval Order as to notice were complied  
2 with;

3 I. On \_\_\_\_\_, 2017, Class Representatives moved for final approval  
4 of the Settlement, as set forth in the Preliminary Approval Order. The Settlement Hearing was  
5 duly held before this Court on \_\_\_\_\_, 2017, at which time all interested Persons  
6 were afforded the opportunity to be heard; and

7 J. This Court has duly considered Class Representatives' motion, the affidavits,  
8 declarations, memoranda of law submitted in support thereof, the Stipulation, and all of the  
9 submissions and arguments presented with respect to the proposed Settlement;

10 NOW, THEREFORE, after due deliberation, IT IS ORDERED, ADJUDGED AND  
11 DECREED that:

12 1. This Judgment incorporates and makes a part hereof: (i) the Stipulation filed with  
13 the Court on \_\_\_\_\_, 2017 and annexed hereto as Exhibit B; and (ii) the Settlement  
14 Notice, which was filed with the Court on \_\_\_\_\_, 2017. Capitalized terms not  
15 defined in this Judgment shall have the meaning set forth in the Stipulation.

16 2. This Court has jurisdiction over the subject matter of the Action and over all  
17 parties to the Action, including all Class Members.

18 3. The Court finds that the mailing and publication of the Settlement Notice,  
19 Summary Notice, and Proof of Claim: (i) complied with the Preliminary Approval Order; (ii)  
20 constituted the best notice practicable under the circumstances; (iii) constituted notice that was  
21 reasonably calculated to apprise Class Members of the effect of the Settlement, of the Plan of  
22 Allocation, of Class Counsel's request for an award of attorney's fees and payment of litigation  
23 expenses incurred in connection with the prosecution of the Action, of Class Members' right to  
24 object, seek exclusion from, and/or opt-back into the Class, and of their right to appear at the  
25 Settlement Hearing; (iv) constituted due, adequate, and sufficient notice to all Persons entitled to  
26 receive notice of the proposed Settlement; and (v) satisfied the notice requirements of Rule 23 of

1 the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process  
2 Clause), and Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(7),  
3 as amended by the Private Securities Litigation Reform Act of 1995. No Class Member is  
4 relieved from the terms of the Settlement, including the releases provided for therein, based upon  
5 the contention or proof that such Class Member failed to receive actual or adequate notice. A  
6 full opportunity has been offered to the Class Members to object to the proposed Settlement and  
7 to participate in the hearing thereon. The Court further finds that the notice provisions of the  
8 Class Action Fairness Act, 28 U.S.C. § 1715, were fully discharged and that the statutory waiting  
9 period has elapsed. Thus, it is hereby determined that all members of the Class are bound by this  
10 Judgment, except those persons listed on Exhibit A to this Judgment.

11 4. [There have been \_\_\_ objections, which have been considered by the Court and  
12 they are hereby overruled.]

13 5. In light of the benefits to the Class, the complexity, expense and possible duration  
14 of further litigation against Defendants, the risks of establishing liability and damages, the costs  
15 of continued litigation, the Court hereby fully and finally approves the Settlement as set forth in  
16 the Stipulation in all respects, and finds that the Settlement is, in all respects, fair, reasonable and  
17 adequate, and in the best interests of the Class. This Court further finds the Settlement set forth  
18 in the Stipulation is the result of arm's-length negotiations between experienced counsel  
19 representing the interests of the Class and Defendants, all of whom had a firm understanding of  
20 the factual and legal issues in dispute.

21 6. The Corrected Amended Class Action Complaint for Violations of the Federal  
22 Securities Laws filed on June 11, 2014 (the "CAC") is dismissed in its entirety, with prejudice,  
23 and without costs to any Party, except as otherwise provided in the Stipulation.

24 7. The Court finds that during the course of the Action, the Parties and their  
25 respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of  
26 Civil Procedure.

1           8.       Class Representatives and each and every other Class Member are hereby  
2 permanently and forever enjoined from commencing, instituting, prosecuting, or maintaining any  
3 and all of the Released Claims against any and all of the Released Defendant Parties, as set forth  
4 in the Stipulation. Furthermore, Defendants are hereby permanently and forever enjoined from  
5 commencing, instituting, prosecuting, or maintaining any and all of the Released Defendants’  
6 Claims against any and all of the Releasing Plaintiff Parties, as set forth in the Stipulation. For  
7 purposes of this Judgment:

8           a.       “Released Claims” means any and all actions, suits, claims, demands,  
9 rights, liabilities, damages, costs, restitution, rescission, interest, attorneys’  
10 fees, expert or consulting fees, expenses, matters and issues known or  
11 Unknown (as defined below), contingent or absolute, suspected or  
12 unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured  
13 or unmatured, accrued or unaccrued, apparent or unapparent, whether  
14 concealed or hidden, and causes of action of every nature and description,  
15 including both known claims and Unknown Claims (as defined below),  
16 whether based on federal, state, local, foreign, statutory or common law or  
17 any other law, rule or regulation, including claims under the Securities Act  
18 of 1933 or the Securities Exchange Act of 1934 or the securities laws of  
19 any state or territory, that have been or that might have been asserted by  
20 any Releasing Plaintiff Party against any of the Released Defendant  
21 Parties, arising out of, relating to, based upon, or in connection with both:  
22 (a) any purchase, acquisition, disposition, sale, or holding of AMD  
23 publicly traded common stock during the Class Period and (b) any facts,  
24 claims, matters, allegations, transactions, events, disclosures,  
25 representations, statements, acts, or omissions or failures to act that were  
26 alleged, set forth, referred to, or that could have been alleged in the Action

1 against the Released Defendant Parties. For the avoidance of doubt, the  
2 following claims are not included as Released Claims: (i) *Wessels v. Read,*  
3 *et al.*, Case No. 1:14 cv-262486 (Santa Clara Super. Ct.); (ii) *Christopher*  
4 *Hamilton and David Hamilton v. Barnes, et al.*, Case No. 5:15-cv-01890  
5 (N.D. Cal.); (iii) *Jake Ha v. Caldwell, et al.*, Case No. 3:15-cv-04485  
6 (N.D. Cal.); (iv) those of any Person who is listed on Exhibit A hereto; or  
7 (vi) claims relating to the enforcement of the Settlement.

8 b. “Released Defendant Party” or “Released Defendant Parties” means  
9 Defendants, Defendants’ Counsel, and each of their respective past or  
10 present subsidiaries, parents, affiliates, principals, successors and  
11 predecessors, joint venturers, assigns, officers, directors, shareholders,  
12 underwriters, trustees, partners, members, agents, fiduciaries, contractors,  
13 employees, attorneys, insurers, co-insurers, reinsurers, controlling  
14 shareholders, accountants or auditors, financial or investment advisors or  
15 consultants, banks or investment bankers, personal or legal  
16 representatives, estates, heirs, related or affiliated entities, any entity in  
17 which a Defendant has a controlling interest, any member of an Individual  
18 Defendant’s immediate family, or any trust of which any Individual  
19 Defendant is a settlor or which is for the benefit of any Defendant and/or  
20 member(s) of his or her family, and each of the heirs, executors,  
21 administrators, predecessors, successors, and assigns of the foregoing.

22 c. “Released Defendants’ Claims” means all claims, demands, rights,  
23 remedies, liabilities, and causes of action of every nature and description  
24 whatsoever, including both known claims and Unknown Claims (as  
25 defined below), whether arising under federal, state, local, statutory,  
26 common or foreign law, or any other law, rule, or regulation, that

1 Defendants could have asserted against any of the Releasing Plaintiff  
2 Parties that arise out of or relate in any way to the institution, prosecution,  
3 or settlement of the claims in the Action, except for claims relating to the  
4 enforcement of the Settlement.

5 d. “Released Parties” means the Released Defendant Parties and the  
6 Releasing Plaintiff Parties.

7 e. “Releasing Plaintiff Party” or “Releasing Plaintiff Parties” means each and  
8 every Class Member, Class Representatives, Class Counsel, Liaison  
9 Counsel, and each of their respective past or present trustees, officers,  
10 directors, partners, employees, contractors, auditors, principals, agents,  
11 attorneys, predecessors, successors, assigns, insurers, parents, subsidiaries,  
12 general or limited partners or partnerships, and limited liability companies;  
13 and the spouses, members of the immediate families, representatives, and  
14 heirs of any Releasing Plaintiff Party who is an individual, as well as any  
15 trust of which any Releasing Plaintiff Party is the settlor or which is for  
16 the benefit of any of their immediate family members. Releasing Plaintiff  
17 Parties does not include any Person who timely and validly seeks  
18 exclusion from the Class.

19 f. “Unknown Claims” means any and all Released Claims that Class  
20 Representatives or any other Class Member does not know or suspect to  
21 exist in his, her, or its favor at the time of the release of the Released  
22 Defendant Parties, and any and all Released Defendants’ Claims that any  
23 Defendant does not know or suspect to exist in his, her, or its favor at the  
24 time of the release of the Releasing Plaintiff Parties, which if known by  
25 him, her, or it might have affected his, her, or its decision(s) with respect  
26 to the Settlement, including the decision to object to the terms of the



1 Settlement or to exclude himself, herself, or itself from the Class. With  
2 respect to any and all Released Claims and Released Defendants' Claims,  
3 the Parties stipulate and agree that, upon the Effective Date, Class  
4 Representatives and Defendants shall expressly, and each other Class  
5 Member and Released Defendant Parties shall be deemed to have, and by  
6 operation of the Judgment or Alternative Judgment shall have, to the  
7 fullest extent permitted by law, expressly waived and relinquished any and  
8 all provisions, rights and benefits conferred by any law of any state or  
9 territory of the United States, or principle of common law, which is  
10 similar, comparable, or equivalent to Cal. Civ. Code § 1542, which  
11 provides:

12 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
13 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT  
14 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF  
15 EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM  
16 OR HER MUST HAVE MATERIALLY AFFECTED HIS OR  
17 HER SETTLEMENT WITH THE DEBTOR.

18 Class Representatives, other Class Members, Defendants, or any Released  
19 Defendant Party may hereafter discover facts, legal theories, or authorities  
20 in addition to or different from those which any of them now knows or  
21 believes to be true with respect to the subject matter of the Released  
22 Claims and the Released Defendants' Claims, but Class Representatives  
23 and Defendants shall expressly, fully, finally, and forever waive,  
24 compromise, settle, discharge, extinguish, and release, and each Class  
25 Member and Released Defendant Party shall be deemed to have waived,  
26 compromised, settled, discharged, extinguished, and released, and upon

1 the Effective Date and by operation of the Judgment or Alternative  
2 Judgment shall have waived, compromised, settled, discharged,  
3 extinguished, and released, fully, finally, and forever, any and all Released  
4 Claims and Released Defendants' Claims as applicable, known or  
5 unknown, suspected or unsuspected, contingent or absolute, accrued or  
6 unaccrued, apparent or unapparent, which now exist, or heretofore existed,  
7 or may hereafter exist, without regard to the subsequent discovery or  
8 existence of such different or additional facts, legal theories, or authorities.  
9 Class Representatives and Defendants acknowledge, and other Class  
10 Members and Released Defendant Party by operation of law shall be  
11 deemed to have acknowledged, that the inclusion of "Unknown Claims" in  
12 the definition of Released Claims and Released Defendants' Claims was  
13 separately bargained for and was a material element of the Settlement.

14 9. **Contribution/Indemnification Bar Order**: All Persons are barred from  
15 commencing, prosecuting, or asserting any Barred Claims (defined below). All Barred Claims  
16 are hereby extinguished, discharged, satisfied, and unenforceable. If any provision of this Bar  
17 Order is held to be unenforceable after the date of entry of this Judgment, such provision shall be  
18 replaced with such other provision as may be necessary to afford all Released Parties the fullest  
19 protection permitted by law from any Barred Claim. For purposes of this Judgment, "Barred  
20 Claim" means any claim, however styled, whether for indemnification, contribution, or  
21 otherwise and whether arising under state, federal or common law, against a Person where the  
22 claim is or arises from a Released Claim and the alleged injury to such Person bringing the claim  
23 arises from that Person's alleged liability to the Class or any Class Member, including any claim  
24 in which a Person seeks to recover (i) any amounts such Person has or might become liable to  
25 pay to the Class or any Class Member and/or (ii) any costs, expenses, or attorneys' fees from  
26 defending any claim by the Class or any Class Member.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

10. Notwithstanding the foregoing ¶ 9, nothing in this Judgment:

- a. will bar or constitute a release of any claim by any of the Released Defendant Parties for insurance or reinsurance coverage arising out of, related to, or in connection with this Action or the Released Claims; or
- b. shall prevent any Person listed on Exhibit A hereto, and the legal representatives, heirs, successors and assigns of any such excluded person or entity, from pursuing any claim against any Released Defendant Party; if any such Person pursues any such claim against any Released Defendant Party, nothing in this Judgment or in the Stipulation shall operate to preclude such Released Defendant Party from (i) asserting any claim of any kind against such Person, including any Released Defendants' Claim, or (ii) seeking contribution or indemnity from any Person, including any other Released Defendant Party, in respect of the claim made by a Person listed on Exhibit A, and the legal representatives, heirs, successors and assigns of any such excluded person or entity.

11. Each Class Member, whether or not such Class Member executes and delivers a Proof of Claim, is bound by this Judgment, including, without limitation, the release of claims as set forth in the Stipulation.

12. This Judgment and the Stipulation, whether or not consummated, and any discussion, negotiation, proceeding, or agreement relating to the Stipulation, the Settlement, and any matter arising in connection with settlement discussions or negotiations, proceedings, or agreements, shall not be offered or received against or to the prejudice of the Parties or their respective counsel, for any purpose other than in an action to enforce the terms hereof, and in particular:

- (a) do not constitute, and shall not be offered or received against or to the prejudice of Defendants as evidence of, or construed as, or deemed to be evidence of any

1 presumption, concession, or admission by Defendants with respect to the truth of any allegation  
2 by plaintiffs and the Class, or the validity of any claim that has been or could have been asserted  
3 in the Action or in any litigation, including but not limited to the Released Claims, or of any  
4 liability, damages, negligence, fault or wrongdoing of Defendants or any person or entity  
5 whatsoever;

6 (b) do not constitute, and shall not be offered or received against or to the  
7 prejudice of Defendants as evidence of a presumption, concession, or admission of any fault,  
8 misrepresentation, or omission with respect to any statement or written document approved or  
9 made by Defendants, or against or to the prejudice of plaintiffs, or any other member of the Class  
10 as evidence of any infirmity in the claims of plaintiffs, or the other members of the Class;

11 (c) do not constitute, and shall not be offered or received against or to the  
12 prejudice of Defendants, plaintiffs, any other member of the Class, or their respective counsel, as  
13 evidence of a presumption, concession, or admission with respect to any liability, damages,  
14 negligence, fault, infirmity, or wrongdoing, or in any way referred to for any other reason against  
15 or to the prejudice of any of the Defendants, plaintiffs, other members of the Class, or their  
16 respective counsel, in any other civil, criminal, or administrative action or proceeding, other than  
17 such proceedings as may be necessary to effectuate the provisions of the Stipulation;

18 (d) do not constitute, and shall not be construed against Defendants, plaintiffs,  
19 or any other member of the Class, as an admission or concession that the consideration to be  
20 given hereunder represents the amount that could be or would have been recovered after trial;  
21 and

22 (e) do not constitute, and shall not be construed as or received in evidence as  
23 an admission, concession, or presumption against plaintiffs, or any other member of the Class  
24 that any of their claims are without merit or infirm or that damages recoverable under the CAC  
25 would not have exceeded the Settlement Amount.

1           13.     The administration of the Settlement, and the decision of all disputed questions of  
2 law and fact with respect to the validity of any claim or right of any Person to participate in the  
3 distribution of the Net Settlement Fund, shall remain under the authority of this Court.

4           14.     In the event that the Settlement does not become effective in accordance with the  
5 terms of the Stipulation, then this Judgment shall be rendered null and void to the extent  
6 provided by and in accordance with the Stipulation and shall be vacated, and in such event, all  
7 orders entered and releases delivered in connection herewith shall be null and void to the extent  
8 provided by and in accordance with the Stipulation.

9           15.     Without further order of the Court, the Parties may agree to reasonable extensions  
10 of time to carry out any of the provisions of the Stipulation.

11           16.     The Parties are hereby directed to consummate the Stipulation and to perform its  
12 terms.

13           17.     A separate order shall be entered regarding Class Counsel's motion for an award  
14 of attorneys' fees and payment of expenses. A separate order shall be entered regarding the Plan  
15 of Allocation set forth in the Notice. Such orders shall in no way disturb or affect this Judgment  
16 and shall be considered separate from this Judgment.

17           18.     The Court's orders entered during this Action relating to the confidentiality of  
18 information shall survive this Settlement.

19           19.     Without affecting the finality of this Judgment in any way, this Court hereby  
20 retains continuing jurisdiction for a period of one year from the date of this Judgment over: (i)  
21 implementation of the Settlement; (ii) the allowance, disallowance or adjustment of any Class  
22 Member's claim on equitable grounds and any award or distribution of the Settlement Fund; (iii)  
23 disposition of the Settlement Fund; (iv) hearing and determining applications for attorneys' fees,  
24 costs, interest and payment of expenses in the Action; (v) all Parties for the purpose of  
25 construing, enforcing and administering the Settlement and this Judgment; and (vi) other matters  
26

1 related or ancillary to the foregoing. There is no just reason for delay in the entry of this  
2 Judgment and immediate entry by the Clerk of the Court is expressly directed.

3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
HONORABLE YVONNE GONZALEZ ROGERS  
UNITED STATES DISTRICT JUDGE

**EXHIBIT A**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28