

**FILED**  
SAN MATEO COUNTY

JUL 27 2023

Clerk of the Superior Court

By  DEPUTY CLERK

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12 *Class Counsel*

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 COUNTY OF SAN MATEO

15 In re MICRO FOCUS INTERNATIONAL )  
16 PLC SECURITIES LITIGATION )

Lead Case No. 18CIV01549

CLASS ACTION

17 This Document Relates To:

18 ALL ACTIONS.

17 ~~PROPOSED~~ JUDGMENT AND ORDER  
18 GRANTING FINAL APPROVAL,  
19 APPROVING PLAN OF ALLOCATION,  
AND AWARDED ATTORNEYS' FEES,  
REIMBURSEMENT OF EXPENSES, AND  
20 APPROVING SERVICE AWARDS

21 Assigned for All Purposes to:  
22 Hon. Marie S. Weiner, Dept. 2

23 DATE: July 25, 2023  
24 TIME: 2:00 pm

25 Date Action Filed: 03/28/18

28

[PROPOSED] JUDGMENT AND ORDER GRANTING FINAL APPROVAL, APPROVING PLAN OF ALLOCATION, AND AWARDED ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES, AND APPROVING SERVICE AWARDS

1           WHEREAS, the Court is advised that the Parties, through their counsel, have agreed, subject  
2 to Court approval following notice to the Settlement Class and a hearing, to settle this Action upon  
3 the terms and conditions set forth in the Stipulation of Settlement dated January 24, 2023 (the  
4 “Stipulation” or “Settlement”);<sup>1</sup> and

5           WHEREAS, on February 7, 2023, the Court entered its Order Preliminarily Approving  
6 Settlement and Providing for Notice, which preliminarily approved the Settlement, and approved the  
7 form and manner of notice to the Settlement Class of the Settlement, and said notice has been made,  
8 and the fairness hearing having been held; and

9           NOW, THEREFORE, based upon the Stipulation and all of the filings, records and  
10 proceedings herein, and it appearing to the Court upon examination that the Settlement set forth in  
11 the Stipulation is fair, reasonable and adequate, and upon a Settlement Fairness Hearing having been  
12 held after notice to the Settlement Class of the Settlement to determine if the Settlement is fair,  
13 reasonable, and adequate and whether the Final Judgment should be entered in this Action:

14           **THE COURT HEREBY FINDS AND CONCLUDES THAT:**

15           A.     The provisions of the Stipulation, including definitions of the terms used therein, are  
16 hereby incorporated by reference as though fully set forth herein.

17           B.     This Court has jurisdiction of the subject matter of this Action and over all of the  
18 Parties and all Settlement Class Members.

19           C.     The Settlement Class is certified and Plaintiffs Ian Green and Cardella Family Irrevoc  
20 Trust U/A 06/17/15, whom the Court previously appointed as Class Representatives for the Certified  
21 Class, have adequately represented the Class and shall remain in that role, as Settlement Class  
22 Representatives. The Class Members are ascertainable and it is impracticable to bring all of them  
23 before the Court individually. Common questions of law and fact predominate over individual issues.  
24 The claims of the Class Representatives are typical of the claims of the Settlement Class. Class  
25 treatment is superior to individual lawsuits for resolving the claims alleged.

26  
27  
28 <sup>1</sup> All capitalized terms not defined herein are defined in the Stipulation.

1 D. The form, content, and method of dissemination of notice given to the Settlement Class  
2 was adequate and reasonable and constituted the best notice practicable under the circumstances,  
3 including individual notice to all Settlement Class Members who could be identified through  
4 reasonable effort.

5 E. Notice, as given to the Settlement Class, complied with the requirements of California  
6 law, satisfied the requirements of due process, and constituted due and sufficient notice of the matters  
7 set forth herein.

8 F. The Settlement set forth in the Stipulation, which calls for a cash payment in the  
9 amount of \$107.5 million, is fair, reasonable, and adequate.

10 (i) The Settlement was negotiated at arm's length by the Parties, all of whom were  
11 represented by highly experienced and skilled counsel. The Settlement was reached only after, among  
12 other things: (a) extensive proceedings, including motion practice, in this Action and in the Federal  
13 Action, as well as related proceedings on appeal; (b) the completion of a substantial amount of fact  
14 discovery in this Action, including 21 depositions of fact witnesses and the production of millions of  
15 pages of documents by or on behalf of Defendants and third parties; (c) two mediations conducted by  
16 an experienced mediator who was thoroughly familiar with this Action; (d) prior to the mediations,  
17 the exchange between the Plaintiffs and Defendants of detailed mediation statements, together with  
18 accompanying documentary exhibits, which highlighted the factual and legal issues in dispute;  
19 (e) follow-up negotiations between Plaintiffs and Defendants with the assistance of the mediator and  
20 the involvement, on certain occasions, of the Federal Plaintiff; and (f) Plaintiffs' Counsel's extensive  
21 investigations. Accordingly, the Parties were well-positioned to evaluate the settlement value of this  
22 Action. The Stipulation has been entered into in good faith and is not collusive.

23 (ii) If the Settlement had not been achieved, the Parties faced the expense, risk,  
24 and uncertainty of extended litigation. The Court takes no position on the merits of the Parties'  
25 arguments, but notes these arguments as evidence in support of the reasonableness of the Settlement.

26 G. Plaintiffs and their counsel have fairly and adequately represented the interests of  
27 Settlement Class Members in connection with the Settlement.

28

1 H. Plaintiffs, all Settlement Class Members, and Defendants are hereby bound by the  
2 terms of the Settlement set forth in the Stipulation.

3 **IT IS HEREBY ORDERED THAT:**

4 1. The Settlement, on the terms set forth in the Stipulation, is finally approved as fair,  
5 reasonable, and adequate, and, based on the findings set forth above, the Settlement Class defined in  
6 the Stipulation is certified. The Settlement shall be consummated in accordance with the terms and  
7 provisions of the Stipulation. The Parties shall bear their own costs, except as otherwise provided in  
8 the Stipulation.

9 2. All Released Parties as defined in the Stipulation are fully and finally released in  
10 accordance with, and as defined in, the Stipulation.

11 3. Upon the Effective Date, Plaintiffs and each Settlement Class Member, including the  
12 Federal Plaintiff, shall be deemed to have, and by operation of this Final Judgment shall have, fully,  
13 finally, and forever released, relinquished, and discharged all Released Claims against the Released  
14 Parties, whether or not such Settlement Class Member executes and delivers a Proof of Claim and  
15 Release.

16 4. Upon the Effective Date, each of the Released Parties shall be deemed to have, and by  
17 operation of this Final Judgment shall have, fully, finally, and forever released Plaintiffs, Plaintiffs'  
18 Counsel, and each and all of the Settlement Class Members, including the Federal Plaintiff, from all  
19 Released Defendants' Claims.

20 5. All Settlement Class Members who have not timely made their objections to the  
21 Settlement in the manner provided in the Notice of Proposed Settlement of Class Action ("Notice")  
22 are deemed to have waived any objections by appeal, collateral attack, or otherwise.

23 6. All Settlement Class Members who have failed to properly and timely submit valid  
24 requests for exclusion (requests to opt out) from the Settlement Class are bound by the terms and  
25 conditions of the Stipulation and this Final Judgment.

26 7. The requests for exclusion by the persons or entities identified in Exhibit A to this  
27 Final Judgment are accepted by the Court.

1           8.     All other provisions of the Stipulation are incorporated into this Final Judgment as if  
2 fully rewritten herein.

3           9.     Plaintiffs and all Settlement Class Members, including the Federal Plaintiff, are hereby  
4 permanently barred and enjoined from instituting, commencing, maintaining, or prosecuting in any  
5 court or tribunal any of the Released Claims against any of the Released Parties.

6           10.    Neither the Stipulation nor the Settlement, nor any act performed or document  
7 executed pursuant to or in furtherance of the Stipulation or the Settlement:

8                 (a)    shall be offered or received against any Defendant as evidence of, or construed  
9 as or deemed to be evidence of, any presumption, concession, or admission by any Defendant of the  
10 truth of any of the allegations in the Action or the Federal Action, or the validity of any claim that has  
11 been or could have been asserted in the Action or the Federal Action, or the deficiency of any defense  
12 that has been or could have been asserted in the Action or the Federal Action, including, but not  
13 limited to, litigation of the Released Claims, or of any liability, negligence, fault, or wrongdoing of  
14 any kind of any Defendant;

15                (b)    shall be offered or received against any Defendant as evidence of a  
16 presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing,  
17 or in any way referred to for any other reason as against any Defendant, in any other civil, criminal,  
18 or administrative action or proceeding, in any jurisdiction, other than such proceedings as may be  
19 necessary to effectuate the provisions of the Stipulation; provided, however, that Defendants may  
20 refer to the Stipulation to effectuate the liability protection granted them hereunder;

21                (c)    shall be construed as or received in evidence as an admission, concession,  
22 finding or presumption against Defendants that the consideration to be given hereunder represents the  
23 amount which could be or would have been recovered after trial or in any proceeding other than this  
24 Settlement, or that any of the claims of Plaintiffs, Federal Plaintiff, or Settlement Class Members have  
25 merit;

26                (d)    shall be construed as or received in evidence as an admission, concession,  
27 finding or presumption against Plaintiffs, the Federal Plaintiff, or any Settlement Class Member that  
28

1 any of their claims are without merit, or that any defenses asserted by Defendants have merit, or that  
2 damages recoverable in this Action or the Federal Action, or pursuant to any subsequent operative  
3 complaint filed in this Action or the Federal Action, would have exceeded the Settlement Fund; and

4 (e) Notwithstanding the foregoing, Defendants, Plaintiffs, Federal Plaintiff,  
5 Settlement Class Members and/or the Released Parties may file the Stipulation and/or this Final  
6 Judgment in any action that may be brought against them in order to support a defense or counterclaim  
7 based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar  
8 or reduction or any other theory of claim preclusion or issue preclusion or similar defense or  
9 counterclaim.

10 11. The Court hereby finds and concludes that the Action was brought, prosecuted and/or  
11 defended in good faith, with a reasonable basis.

12 12. Pursuant to and in full compliance with California law, this Court hereby finds and  
13 concludes that due and adequate notice was directed to all Persons and entities who are Settlement  
14 Class Members advising them of the Plan of Allocation and of their right to object thereto, and a full  
15 and fair opportunity was accorded to all Persons and entities who are Settlement Class Members to  
16 be heard with respect to the Plan of Allocation.

17 13. The Court hereby finds and concludes that the formula for the calculation of the claims  
18 of Authorized Claimants, which is set forth in the Notice sent to Settlement Class Members, provides  
19 a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund established  
20 by the Stipulation among Settlement Class Members, with due consideration having been given to  
21 administrative convenience and necessity. Defendants and their Related Parties shall have no  
22 responsibility or liability for determining the allocation of, or distributing, any payments to any  
23 Settlement Class Members or Authorized Claimants or for any other matters pertaining to the Plan of  
24 Allocation.

25 14. The Court hereby awards Plaintiffs' Counsel attorneys' fees of \$ **# 35,833,333**, plus  
26 expenses in the amount of \$ **843,852**, together with a proportionate share of the interest earned  
27 on the Settlement Fund, at the same rate as that earned on the Settlement Fund, from the date of the  
28

1 establishment of the Settlement Fund to the date of payment. The Court finds that the amount of fees  
2 awarded is fair, reasonable, and appropriate, given the contingent nature of the case and the substantial  
3 risks of non-recovery, the time and effort involved, and the result obtained for the Class.

4 15. The awarded attorneys' fees and expenses and interest earned thereon shall  
5 immediately be paid to Lead Counsel from the Settlement Fund subject to the terms, conditions, and  
6 obligations of the Stipulation, which terms, conditions, and obligations are incorporated herein.

7 16. Plaintiffs and the Federal Plaintiff are awarded the following amounts: Cardella  
8 Family Irrevoc Trust U/A 06/17/15, \$15,000; Ian Green, \$15,000; Iron Workers Local No. 25  
9 Pension Fund, \$15,000. Such payments are appropriate considering their active participation in  
10 representing the interests of the Settlement Class, as attested to by the declarations submitted to the  
11 Court. The payments are to be made from the Settlement Fund.

12 17. In the event that the Stipulation is terminated in accordance with its terms: (i) this Final  
13 Judgment shall be rendered null and void and shall be vacated *nunc pro tunc*; and (ii) this Action shall  
14 proceed as provided in the Stipulation.

15 18. Without affecting the finality of this Final Judgment in any way, this Court retains  
16 continuing jurisdiction over: (a) implementation of this Settlement and any award or distribution of  
17 the Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund; (c)  
18 hearing and determining applications for attorneys' fees, interest, and expenses in the Action; and (d)  
19 all Parties hereto for the purpose of construing, enforcing, and administering the Stipulation.

20 19. For the reasons stated in the Reply Memorandum of Points and Authorities, the Court  
21 overrules the objections of Larry D. Killion and James J. Wacker.

22 20. Plaintiffs shall promptly file and serve Notice of  
23 Entry of Judgment.

24 DATED: July 27, 2023

  
\_\_\_\_\_  
THE HONORABLE MARIE S. WEINER  
JUDGE OF THE SUPERIOR COURT

# **EXHIBIT A**



**Exhibit A-1**

**Timely Exclusion Requests from the Settlement Class**

1. Barbara J. Dash
2. Elese M. Talone
3. Joseph L. Lestieri
4. Lona L. Peterson
5. Laura E. Werry
6. David J. Smyth
7. Michael Banks
8. Jeffrey J. Mosteller
9. Estate of Mr. E. Vos
10. Diane M. Giles
11. Marta Hage
12. Miriam Villanueva
13. Hans Leisentritt
14. Bessie Gray
15. Herbert Muhl
16. Joan Polea
17. Andrea Pickard
18. Rodney M. Welk
19. Sandra Liatsos
20. Mark D. Van DeWege
21. Catherine Killen
22. Estate of Paul Winicki
23. Alfred Bracht
24. Otto Langenbacher
25. Estate of Louise Kozerski
26. Susan Byrdy
27. Siobhan Caverly
28. George Thomas Davis
29. Marcia E. McKinney
30. Bradley Dettinger
31. Naomi Judy
32. Betty Ann Stewart
33. Doris F. Chisler
34. Denyse R. Rice
35. Richard S. Wagner
36. Diane M. Lathrop
37. Kay R. Kelly
38. Borel Setten
39. Robert C. Cohen
40. Lynda Frances Bassett
41. James D. Brothers
42. Diana LeJeune
43. Michelle Schumacher
44. Roger Deminna
45. Virginia Winston
46. Jacqueline C. Boyson
47. Herbert A. Kai
48. Madelina R. Sabato
49. Cynthia S. Tiger
50. Elizabeth Mary Thomas
51. Jean-Marie Fierling
52. Lisa MacFarlane
53. Myra Kiely
54. Patricia Garvey
55. Donna Lenifero
56. Carol H. Antunano
57. Marion L. Dodd GDN
58. John A. Suchina
59. Samuel M. Sokoloff
60. Melba J. Roberts
61. Jesse A. Perez
62. Donald Cronin
63. Barbara G. Bayne
64. Francesco Bonetti
65. Elizabeth J. Gow
66. Alberto Coll
67. Lola Escalante
68. Joshua Meyer
69. Vernelie Overman
70. Hilke Borbath
71. Louis A. DiMauro Jr.
72. Helen L. Nolte
73. Robert Lee McCumber Trustee
74. Marcella A. Martelli
75. Arlene L. Storm
76. Dennis D. Johnson
77. Charles E. Ohman
78. Althea Grace Piveda
79. George Leskevich
80. Michael J. DeSantis

**Exhibit A-1**

**Timely Exclusion Requests from the Settlement Class**

81. Judith Ann Payne
82. Otto E. Ehlers, Sr. Trust
83. Junko Sakazume
84. Monica M. Pollich
85. Anneliese M. Pollich
86. Bruno Isaia Schiesser
87. Julie Bowles
88. Margot Pieroway
89. Linda Kay Harris
90. Cecil J. Shaffer
91. Ivan Prikyl
92. E. Brown
93. Debbie Jernigan
94. Marc Schmitt
95. Barbara A. Baylard
96. Susana Sabadias
97. Norbert Wurle
98. Xavier Douchez
99. Jan Bojtos
100. Melba J Roberts
101. Vivien Joan Lambert
102. Giacinta Coriale
103. Katerina Louise Nommeots-Nomm

**Exhibit A-2**

**Untimely Exclusion Requests from the Settlement Class**

1. Barbara A Baylard on behalf of  
Jonathan Steward, Deceased

**Exhibit A-3**

**Timely Exclusion Requests from the Certified Class**

1. Joseph Baczynski
2. Elese M Talone
3. Alberto Coll
4. Donald B Gibson
5. Cynthia Winterhalter
6. Gloria Danet
7. Howard Easton
8. Marta Hage
9. Jennifer Jarret
10. Michael Niegel
11. Sandra Ellis
12. Jacqueline Suzanne Jones
13. Carol J. Arney
14. Robert De Bie
15. Hiroshi Matsuo
16. Cornelia H.M. Kerner-Huipen
17. Joseph Lettieri
18. Barbara J Dash
19. Marilyn B. Hilgers Trust
20. Miriam H. Rothengatter
21. Elizabeth Kesang
22. Cardo Investments Lp
23. Carlos Khouri Silva
24. Berenika Duda Uhryn
25. Arnold S. Berger, Phd
26. Marco Taddia
27. Alfred Borg
28. Ms. Goh Siew Lee
29. Carlos Khouri Silva
30. Bonita Hempel
31. Vivien Joan Lambert
32. S. Fil
33. Kenneth H. Peok Jr.
34. Michael Canry
35. Mark Francis Boffa
36. Antje Everink
37. Irmell Paanu-Eskola
38. John Mostyn
39. Linda L. Johnson
40. Tuomo Tainela
41. Scott L. Mccarthy
42. Luca Razzi
43. Ziad Odeh
44. Oran Cunning
45. Virginia Long
46. Russell Martin
47. Karalee A Moore

**Exhibit A-4**

**Untimely Exclusion Requests from the Certified Class**

1. Peter Craig
2. Anna Mounier
3. Agnes Prince-Crespel
4. Tay Hong Neo Catherine
5. Luca Razzi
6. Jeanne Newton
7. George Risly
8. Cheung Wai Chung



**SUPERIOR COURT OF SAN MATEO COUNTY**

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**FILED**

**SAN MATEO COUNTY**

7/27/2023

**Clerk of the Superior Court**

/s/ Andrea Daley

DEPUTY CLERK

**CLERK'S CERTIFICATE OF SERVICE BY MAIL**

Date: 7/27/2023  
In the Matter of: JAMES RAGSDALE vs MICRO FOCUS INTERNATIONAL PLC  
Case No.: 18-CIV-01549  
Documents: JUDGMENT AND ORDER GRANTING FINAL APPROVAL, APPROVING PLAN OF ALLOCATION, AND AWARDED ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES, AND APPROVING SERVICE AWARDS

I certify that I am a Deputy Clerk of the San Mateo County Superior Court, that I am not a party to this cause, and that the above-listed documents were served upon the persons whose names and addresses are set forth below, on this date in San Mateo County, California, by placing the documents for collection and mailing so as to cause it to be mailed with the United States Postal Service by first class mail in a sealed addressed envelope with postage fully prepaid, following standard court practices. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on: 7/27/2023

Neal I Taniguchi, Court Executive Officer/Clerk

By: /s/ Andrea Daley

Andrea Daley, Deputy Clerk

Copies Mailed To:

SEE ATTACHED SERVICE LIST:

SERVICE LIST  
*Micro Focus*, Class Action Master File 18CIV1549  
as of July 2023

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