

**FILED**  
**SAN MATEO COUNTY**

FEB - 7 2023

Clerk of the Superior Court

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Class Counsel for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN MATEO

In re MICRO FOCUS INTERNATIONAL )  
PLC SECURITIES LITIGATION )

Lead Case No. 18CIV01549  
CLASS ACTION

This Document Relates To: )  
ALL ACTIONS. )

~~EXHIBIT A - [PROPOSED]~~ ORDER  
PRELIMINARILY APPROVING  
SETTLEMENT AND PROVIDING FOR  
NOTICE

Assigned for All Purposes to:  
Hon. Marie S. Weiner, Dept. 2  
Date Action Filed: 03/28/18

1 WHEREAS, on January 24, 2023, the Parties<sup>1</sup> entered into a Stipulation of Settlement (the  
2 "Stipulation" or "Settlement") which is subject to review by this Court and which, together with the  
3 exhibits thereto, sets forth the terms and conditions for the Settlement; and the Court having read and  
4 considered the Stipulation and the accompanying documents; and the Parties to the Stipulation having  
5 consented to the entry of this Order; and all capitalized terms used herein have the meanings defined  
6 in the Stipulation;

7 NOW, THEREFORE, IT IS HEREBY ORDERED, this 7<sup>th</sup> day of February 2023, that:

8 1. The Court preliminarily finds that:

9 (a) The Settlement Class, as defined in the Stipulation, should be certified for the  
10 purposes of the Settlement, and Plaintiffs Ian Green and Cardella Family Irrevoc Trust U/A 06/17/15  
11 shall remain as Class Representatives for the Settlement Class;

12 (b) the Settlement resulted from informed, extensive arm's-length negotiations,  
13 including mediation among the Parties under the direction of an experienced mediator and retired  
14 federal judge, Layn R. Phillips; and

15 (c) the Settlement is sufficiently fair, reasonable, and adequate to warrant  
16 providing notice of the Settlement to the Settlement Class.

17 2. A hearing (the "Settlement Fairness Hearing") is hereby scheduled to be held before  
18 the Court on June 27, 2023, at 2:00 p.m., for the following purposes:

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

21 (b) to determine whether to finally certify the Settlement Class;

22 (c) to determine whether the Final Judgment as provided under the Stipulation  
23 should be entered;

24  
25 <sup>1</sup> As used herein, the term "Parties" means: Plaintiffs James Ragsdale, Cardella Family Irrevoc  
26 Trust U/A 06/17/15, Ian Green, James Gildea and Marilyn Clark ("Plaintiffs"); Iron Workers Local  
27 No. 25 Pension Fund ("Federal Plaintiff"); and Defendants Micro Focus International plc ("Micro  
28 Focus" or the "Company"), Hewlett Packard Enterprise Company, Stephen Murdoch, Mike Phillips,  
Kevin Loosemore, Nils Brauckmann, Karen Slatford, Richard Atkins, Amanda Brown, Silke  
Scheiber, Darren Roos, Christopher Hsu, John Schultz, and Giselle Manon (collectively,  
"Defendants").

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

3 (e) to consider Plaintiffs' Counsel's application for an award of attorneys' fees and  
4 expenses;

5 (f) to consider any request by or on behalf of the Plaintiffs or the Federal Plaintiff  
6 for an award based on their representation, in both this Action or the Federal Action, of the Settlement  
7 Class; and

8 (g) to rule upon such other matters as the Court may deem appropriate.

9 3. The Court reserves the right to approve the Settlement with or without modification  
10 and with or without further notice to the Settlement Class and may adjourn the Settlement Fairness  
11 Hearing without further notice to the Settlement Class. The Court reserves the right to enter the Final  
12 Judgment approving the Stipulation regardless of whether it has approved the Plan of Allocation,  
13 Plaintiffs' Counsel's request for an award of attorneys' fees and expenses, or the awards to Plaintiffs  
14 and the Federal Plaintiff based on their representation of the Settlement Class.

15 4. The Court approves the form, substance and requirements of the Notice of Proposed  
16 Settlement of Class Action (the "Notice"), the Proof of Claim and Release (the "Proof of Claim"),  
17 and the Summary Notice of Proposed Settlement of Class Action (the "Summary Notice"), annexed  
18 hereto as Exhibits A-1, A-2 and A-3, respectively.

19 5. The Court approves the appointment of Epiq Class Action and Claims Solutions as the  
20 Claims Administrator to supervise and administer the notice procedure in connection with the  
21 proposed settlement as well as the processing of Proofs of Claim as more fully set forth below.

22 6. The Claims Administrator shall cause the Notice and the Proof of Claim, substantially  
23 in the forms annexed hereto, to be mailed, by first class mail, postage prepaid, within twenty-one (21)  
24 calendar days of this Order, to all Settlement Class Members who can be identified with reasonable  
25 effort. Within ten (10) business days of this Order, Micro Focus (including any successor-in-interest),  
26 at its expense, shall promptly make, or cause to be made, the last known addresses of Settlement Class  
27 Members, or other identifying information, as set forth in the books and records regularly maintained  
28 by the Company, available to the Claims Administrator for the purpose of identifying and giving

1 notice to the Settlement Class. The Claims Administrator shall use reasonable efforts to give notice  
2 to nominee purchasers such as brokerage firms and other persons or entities who purchased or  
3 otherwise acquired the American Depositary Shares (“ADSS”) or American Depositary Receipts  
4 (“ADRs”) of Micro Focus during the Settlement Class Period as record owners but not as beneficial  
5 owners. Such nominee purchasers are directed, within fourteen (14) calendar days of their receipt of  
6 the Notice, to either forward copies of the Notice and Proof of Claim to their beneficial owners or to  
7 provide the Claims Administrator with lists of the names and addresses of the beneficial owners, and  
8 the Claims Administrator is ordered to send the Notice and Proof of Claim promptly to such identified  
9 beneficial owners. Nominee purchasers who elect to send the Notice and Proof of Claim to their  
10 beneficial owners shall send a statement to the Claims Administrator confirming that the mailing was  
11 made as directed. Additional copies of the Notice shall be made available to any record holder  
12 requesting such for the purpose of distribution to beneficial owners, and such record holders shall be  
13 reimbursed from the Settlement Fund, upon receipt by the Claims Administrator of proper  
14 documentation, for the reasonable expense of sending the Notice and Proof of Claim to beneficial  
15 owners.

16 7. The Claims Administrator shall cause the Summary Notice to be published once in the  
17 national edition of *The Wall Street Journal*, and once over a national newswire service, within ten  
18 (10) calendar days after the mailing of the Notice.

19 8. Lead Counsel shall, at least fourteen (14) calendar days before the Settlement Fairness  
20 Hearing, file with the Court and serve on the Parties proof of mailing of the Notice and Proof of Claim  
21 form and proof of publication of the Summary Notice.

22 9. The form and content of the Notice and the Summary Notice, and the method set forth  
23 herein of notifying the Settlement Class of the Settlement and its terms and conditions, meet the  
24 requirements of California law and due process, constitute the best notice practicable under the  
25 circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

26 10. In order to be entitled to participate in the Net Settlement Fund, in the event the  
27 Settlement is consummated in accordance with its terms set forth in the Stipulation, each Settlement  
28 Class Member shall take the following actions and be subject to the following conditions:

1 (a) Within ninety (90) days after such time as set by the Court to mail notice to the  
2 Settlement Class, each Person claiming to be an Authorized Claimant shall be required to submit to  
3 the Claims Administrator a completed Proof of Claim, substantially in a form contained in Exhibit  
4 A-2 attached hereto and as approved by the Court, signed under penalty of perjury and supported by  
5 such documents as are specified in the Proof of Claim and as are reasonably available to the  
6 Authorized Claimant.

7 (b) Except as otherwise ordered by the Court, all Settlement Class Members who  
8 fail to timely submit a Proof of Claim within such period, or such other period as may be ordered by  
9 the Court, shall be forever barred from receiving any payments pursuant to the Stipulation and the  
10 Settlement set forth therein, but will in all other respects be subject to and bound by the provisions of  
11 the Stipulation, the releases contained therein, and the Final Judgment. Notwithstanding the  
12 foregoing, Lead Counsel may, in their discretion, accept for processing late submitted claims so long  
13 as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed. No  
14 Person shall have any claim against Plaintiffs, the Federal Plaintiff, Plaintiffs' Counsel or the Claims  
15 Administrator by reason of the decision to exercise such discretion whether to accept late-submitted  
16 claims.

17 (c) As part of the Proof of Claim, each Settlement Class Member shall submit to  
18 the jurisdiction of the Court with respect to the claim submitted, and shall (subject to effectuation of  
19 the Settlement) release all Settled Claims as provided in the Stipulation.

20 11. Settlement Class Members shall be bound by all determinations and judgments in this  
21 Action, whether favorable or unfavorable, unless they request exclusion from the Settlement Class in  
22 a timely and proper manner, as hereinafter provided. A Settlement Class Member wishing to make  
23 such request shall, no later than twenty-eight (28) calendar days before the date of the Settlement  
24 Fairness Hearing, mail a request for exclusion in written form by first class mail postmarked to the  
25 address designated in the Notice. Such request for exclusion shall clearly indicate the name, address  
26 and telephone number of the person seeking exclusion, that the sender requests to be excluded from  
27 the Settlement, and must be signed by such person. Such persons requesting exclusion are also  
28 directed to state ~~the date(s), price(s), and~~ <sup>the</sup> number(s) of ADSs/ADRs they purchased or acquired

1 pursuant or traceable to the Registration Statement or otherwise during the Settlement Class Period.  
2 The request for exclusion shall not be effective unless it is made in writing within the time stated  
3 above, and the exclusion is accepted by the Court. Settlement Class Members requesting exclusion  
4 from the Settlement Class shall not be entitled to receive any payment out of the Net Settlement Fund  
5 as described in the Stipulation and Notice.

6 12. The Court will consider objections to the Settlement, the Plan of Allocation, Plaintiffs'  
7 Counsel's request for an award of attorneys' fees and expenses, and any request by Plaintiffs or the  
8 Federal Plaintiff for an award in representing the Settlement Class. Any person who wishes to object  
9 may do so in writing and/or by appearing at the Settlement Fairness Hearing. To the extent any person  
10 wants to object in writing, the objection and any supporting papers, accompanied by proof of  
11 Settlement Class membership, shall be filed with the Clerk of the Court, Superior Court of the State  
12 of California, County of San Mateo, 400 County Center, Redwood City, CA 94063, and copies of all  
13 such papers served no later than ~~\_\_\_\_\_~~ 2023, which is twenty-eight (28) calendar days  
14 before the date set for the Settlement Fairness Hearing on each of the following: Joseph Russello,  
15 Robbins Geller Rudman & Dowd LLP, 58 South Service Road, Suite 200, Melville, NY 11747, and  
16 Mark C. Molumphy, Cotchett, Pitre & McCarthy, LLP, 840 Malcolm Road, Suite 200, Burlingame,  
17 CA 94010, on behalf of Plaintiffs and the Settlement Class, and Timothy G. Cameron, Cravath,  
18 Swaine & Moore LLP, 825 Eighth Ave, New York, NY 10019, on behalf of Defendants. Counsel  
19 who receive any objection and any supporting papers will notify, as appropriate, Plaintiffs' Counsel  
20 or Defendants' Counsel of same within one (1) business day of receipt, and shall provide copies of  
21 same upon request. Persons who intend to object in writing, and who desire to present evidence at  
22 the Settlement Fairness Hearing, must include in their written objections copies of any exhibits they  
23 intend to introduce into evidence at the Settlement Fairness Hearing. If an objector hires an attorney  
24 to represent him, her or it for the purposes of making an objection, the attorney must both effect  
25 service of a notice of appearance on counsel listed above and file it with the Court by no later than  
26 June 20, 2023. Those who file a written objection need not appear at the Settlement  
27 Fairness Hearing for the Court to consider the objection. Unless otherwise ordered by the Court, any  
28 member of the Settlement Class who does not make an objection in the manner provided shall be

1 deemed to have waived such objection and shall forever be foreclosed from making any such  
2 objection.

3 13. All papers in support of the Settlement, the Plan of Allocation, any request by  
4 Plaintiffs' Counsel for attorneys' fees and expenses, or any request by Plaintiffs or the Federal  
5 Plaintiff for an award, shall be filed forty-two (42) calendar days before the Settlement Fairness  
6 Hearing. All reply papers shall be filed and served at least fourteen (14) calendar days before the  
7 Settlement Fairness Hearing.

8 14. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia*  
9 *legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such  
10 funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

11 15. Pending final determination of whether the Settlement should be approved, Plaintiffs,  
12 Federal Plaintiff, all Certified Class Members, all Settlement Class Members, and each of them, and  
13 anyone who acts or purports to act on their behalf, shall not institute, commence, maintain or  
14 prosecute, and are hereby barred and enjoined from instituting, commencing, maintaining or  
15 prosecuting, any action in any court or tribunal that asserts Released Claims against any of the  
16 Released Parties.

17 16. All reasonable expenses incurred in identifying and notifying Settlement Class  
18 Members, as well as administering the Settlement Fund, shall be paid as set forth in the Stipulation.  
19 In the event the Settlement is not approved by the Court, or otherwise fails to become effective, neither  
20 Plaintiffs nor any of their counsel shall have any obligation to repay any amounts actually and  
21 properly disbursed from the Settlement Fund, except as provided for in the Stipulation.

22 17. If any specified condition to the Settlement set forth in the Stipulation is not satisfied  
23 and Plaintiffs, the Federal Plaintiff or Defendants elect to terminate the Settlement, then, in any such  
24 event, the Stipulation, including any amendment(s) thereof, shall be null and void and of no further  
25 force or effect (except to the extent otherwise expressly provided in the Stipulation), without prejudice  
26 to any party, and may not be introduced as evidence or referred to in this Action, the Federal Action,  
27 or any action or proceedings by any person or entity for any purpose, and each party shall be restored  
28 to his, her or its respective position as it existed on December 15, 2022.

1           18.    The Court may adjourn or continue the Settlement Fairness Hearing without further  
2 written notice.

3           19.    The Court retains exclusive jurisdiction over the Action to consider all further matters  
4 arising out of or connected with the Settlement. The Court may approve the Settlement, with such  
5 modifications as may be agreed by the Parties, if appropriate, without further notice to the Settlement  
6 Class.

7 DATED: 2/7/23

  
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THE HONORABLE MARIE S. WEINER  
JUDGE OF THE SUPERIOR COURT

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# **EXHIBIT A-1**

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12 Class Counsel for Plaintiffs  
13

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 COUNTY OF SAN MATEO

16 In re MICRO FOCUS INTERNATIONAL )  
PLC SECURITIES LITIGATION )

Lead Case No. 18CIV01549

17

CLASS ACTION

18

This Document Relates To:

EXHIBIT A-1 - NOTICE OF PROPOSED  
SETTLEMENT OF CLASS ACTION

19

ALL ACTIONS.

Assigned for All Purposes to:  
Hon. Marie S. Weiner, Dept. 2  
Date Action Filed: 03/28/18

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1 **NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION**

2 **TO: ALL PERSONS AND ENTITIES WHO PURCHASED OR ACQUIRED AMERICAN**  
3 **DEPOSITORY SHARES (“ADSs”) OR AMERICAN DEPOSITORY RECEIPTS**  
4 **“(ADRs”) OF MICRO FOCUS INTERNATIONAL plc (“MICRO FOCUS” OR**  
5 **“COMPANY”), OR RIGHTS TO RECEIVE SUCH ADSs OR ADRs, (A) DURING**  
6 **THE PERIOD BETWEEN SEPTEMBER 1, 2017 AND AUGUST 28, 2019,**  
7 **INCLUSIVE (“SETTLEMENT CLASS PERIOD”), OR (B) PURSUANT OR**  
8 **TRACEABLE TO THE REGISTRATION STATEMENTS ON FORMS F-4 AND F-6**  
9 **AND PROSPECTUS ISSUED IN CONNECTION WITH THE MERGER OF MICRO**  
10 **FOCUS AND THE SOFTWARE BUSINESS UNIT OF HEWLETT PACKARD**  
11 **ENTERPRISE COMPANY (“HPE”) (OR THEIR SUBSIDIARIES) (“MERGER”),**  
12 **AND WHO ARE NOT OTHERWISE EXCLUDED THEREFROM (“SETTLEMENT**  
13 **CLASS” OR “SETTLEMENT CLASS MEMBERS”)**

14 **IN ORDER TO QUALIFY FOR A SETTLEMENT PAYMENT, YOU MUST TIMELY**  
15 **SUBMIT A PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”) BY**  
16 **\_\_\_\_\_, 2023.**

17 **THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER**  
18 **SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS**  
19 **ENTIRETY.**

20 **WHY SHOULD I READ THIS NOTICE?**

21 This Notice is given pursuant to an order issued by the Superior Court of California, County  
22 of San Mateo (the “Court”). This Notice serves to inform you of the proposed global settlement of  
23 the above-captioned class action lawsuit and *In re Micro Focus International PLC Securities*  
24 *Litigation*, Master File No. 1:18-cv-06763-ALC (S.D.N.Y.) in the United States District Court for the  
25 Southern District of New York (the “Settlement”) and the hearing (the “Settlement Fairness Hearing”)  
26 to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, as  
27 set forth in the Stipulation of Settlement dated January \_\_, 2023 (the “Stipulation”), by and between:  
28 Plaintiffs James Ragsdale, Cardella Family Irrevoc Trust U/A 06/17/15, Ian Green, James Gildea and  
Marilyn Clark (“Plaintiffs”), Iron Workers Local No. 25 Pension Fund (“Iron Workers” or “Federal  
Plaintiff”), on behalf of themselves and the Settlement Class, and Defendants Micro Focus  
International plc (“Micro Focus”), Hewlett Packard Enterprise Company (“HPE”), Stephen Murdoch,  
Mike Phillips, Kevin Loosemore, Nils Brauckmann, Karen Slatford, Richard Atkins, Amanda Brown,  
Silke Scheiber, Darren Roos, Christopher Hsu, John Schultz, and Giselle Manon (collectively,  
“Defendants”).<sup>1</sup>

21 **This Notice is intended to inform you how this lawsuit and proposed Settlement may**  
22 **affect your rights and what steps you may take in relation to it. This Notice is NOT an**  
23 **expression of any opinion by the Court as to the merits of the claims or defenses asserted in this**  
24 **or any other lawsuit or whether the Defendants engaged in any wrongdoing.**

25 **WHAT IS THIS LAWSUIT ABOUT?**

26 **I. THE ALLEGATIONS**

27 Micro Focus is a multinational provider of software and information technology services.  
28 This Action alleges, among other things, that Defendants misrepresented and omitted material facts

<sup>1</sup> The Stipulation can be viewed or downloaded at [www.microfocusclassaction.com](http://www.microfocusclassaction.com). All capitalized terms used herein have the same meaning as the terms defined in the Stipulation.

1 in the registration statements and prospectus associated with the merger of Micro Focus and the  
2 software business segment of HPE, which took place in September 2017. Plaintiffs have alleged that  
3 the allegedly misrepresented and omitted facts involved, among other issues, rising employee and  
4 customer attrition at HPE's software business segment, difficulties and delays associated with the  
5 development of an integrated IT system for the combined business, and sales execution issues.  
6 Defendants have denied, and continue to deny, all of Plaintiffs' allegations and claims – including the  
7 contentions described above – as well as any and all assertions of wrongdoing or liability of any kind.  
8 Specifically, Defendants deny that they have violated any aspects of the securities laws of the United  
9 States, and there has been no finding of liability or wrongdoing by, on the part of, or against, any  
10 Defendant.

11 **THE COURT HAS NOT RULED AS TO WHETHER DEFENDANTS ARE LIABLE  
12 TO PLAINTIFFS OR THE SETTLEMENT CLASS. THIS NOTICE IS NOT INTENDED TO  
13 EXPRESS ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE  
14 ALLEGATIONS IN THIS OR ANY OTHER ACTION OR THE MERITS OF THE CLAIMS  
15 OR DEFENSES. THIS NOTICE IS SOLELY INTENDED TO ADVISE YOU OF THE  
16 PROPOSED SETTLEMENT OF THIS CLASS ACTION AND YOUR RIGHTS IN  
17 CONNECTION WITH THE SETTLEMENT.**

## 18 **II. PROCEDURAL HISTORY**

19 In March 2018, certain Plaintiffs filed the first of several related class actions in this Court,  
20 alleging that Defendants had violated the Securities Act of 1933 ("Securities Act"). In May 2018,  
21 those actions were consolidated; they are referred to herein together as the "Action."

22 Around that time, other plaintiffs filed substantially similar putative class actions in federal  
23 court in California and New York; those actions were later consolidated in the United States District  
24 Court for the Southern District of New York and are referred to herein as the "Federal Action." The  
25 Federal Action alleged claims under both the Securities Act and the Securities Exchange Act of 1934  
26 (the "Exchange Act").

27 In December 2018, this Court entered a discretionary stay of this Action in favor of the Federal  
28 Action, which it later lifted in July 2020. Appellate proceedings ensued, culminating in a March 2021  
decision that left the Court's decision to lift the stay intact.

In September 2020, the Federal Action was dismissed. While that decision was on appeal, the  
parties to the Federal Action pursued mediation. In March 2021, they reached an agreement in  
principle to resolve the claims asserted in the Federal Action for \$15 million. The Federal Plaintiff  
later agreed to dismiss its appeal, without prejudice to reinstatement, which subsequently occurred in  
August 2021.

The parties to this Action continued to litigate, and in May 2021, Plaintiffs requested the Court  
certify a class under the Securities Act. Meanwhile, in June 2021, the parties to the Federal Action  
entered into a stipulation of settlement, and the Federal Plaintiff sought preliminary approval of the  
proposed settlement of the Federal Action, which Plaintiffs opposed.

Subsequently, this Court upheld and dismissed certain claims against Defendants in this  
Action. In November 2021, as proceedings continued in the Federal Action, this Court granted  
Plaintiffs' motion to certify a class under the Securities Act (the "Certified Class"). Thereafter, Epiq  
Class Action and Claims Solutions ("Epiq"), as the class notice administrator, engaged in efforts to  
disseminate notice to putative members of the Certified Class. You may previously have received a  
Notice of Pendency of Class Action as a result of those efforts.

In February 2022, the Federal Court denied preliminary approval of the June 2021 proposed  
settlement of the Federal Action, on a without prejudice basis, on procedural grounds. The Federal

1 Plaintiff then moved to vacate the judgment of dismissal of the Federal Action with the intention of  
2 refiling a motion for preliminary approval of that proposed settlement if vacatur were granted.  
3 Plaintiffs opposed the motion to vacate, and briefing in the Federal Action concluded in May 2022.  
4 That motion remains undecided, and thus the June 2021 proposed settlement in the Federal Court  
5 action has not received court approval.

6 At the same time, Plaintiffs continued to conduct discovery in this Action, ultimately receiving  
7 millions of pages of documents from Defendants and third parties and conducting 21 depositions of  
8 fact witnesses through December 2022. Additionally, in August 2022, Plaintiffs and Defendants  
9 attempted to resolve this Action through mediation before Layn R. Phillips, a retired federal judge,  
10 but those efforts were unsuccessful.

11 In December 2022, a second mediation took place before Judge Phillips between Plaintiffs  
12 and Defendants. Despite efforts to broker a resolution of the Action during this extended mediation  
13 session, they were unable to reach an agreement. However, the parties acknowledged that they were  
14 close to reaching an agreement and agreed to a limited stay of the Action while they continued  
15 working with Judge Phillips and the Federal Plaintiff to attempt to reach a global resolution of both  
16 this Action and the Federal Action. In culmination of those efforts, Judge Phillips issued a triple  
17 blind, time-limited settlement proposal to the parties to the Action and the Federal Action on  
18 December 15, 2022, which all sides ultimately accepted.

19 Subsequently, the Federal Court agreed to stay proceedings in the Federal Action pending the  
20 outcome of a request to this Court to approve the Settlement. The Parties then negotiated and signed  
21 the Stipulation to formally memorialize the terms of the Settlement, including the Settlement Amount  
22 of \$107.5 million in cash. The Settlement is to be paid from insurance coverage.

#### 23 **HOW DO I KNOW IF I AM A SETTLEMENT CLASS MEMBER?**

24 If you received Micro Focus ADSs or ADRs in connection with the September 2017 Merger,  
25 or otherwise purchased or acquired ADSs or ADRs, or the right to receive such ADSs or ADRs,  
26 between September 1, 2017 and August 28, 2019, inclusive, you are a Settlement Class Member. As  
27 set forth in the Stipulation, excluded from the Settlement Class are: Defendants and members of their  
28 immediate families, the officers and directors of Micro Focus and HPE and members of their  
immediate families, and their legal representatives, heirs, successors or assigns, and any entity in  
which Defendants have a controlling interest. Also excluded from the Settlement Class are those who  
appropriately request exclusion from the Settlement Class, as explained below.

**PLEASE NOTE:** Receipt of this Notice does not mean that you are a Settlement Class  
Member or that you will be entitled to receive a payment from the Settlement. If you are a Settlement  
Class Member and you wish to be eligible to participate in the distribution of proceeds from the  
Settlement, you are required to submit the Proof of Claim form distributed with this Notice and the  
required supporting documentation as set forth therein postmarked or submitted online on or before  
\_\_\_\_\_, 2023.

#### 23 **WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?**

24 The Settlement, if approved, will result in the creation of a cash settlement fund of \$107.5  
25 million (the "Settlement Fund"). The Settlement Fund, plus accrued interest and minus the costs of  
26 this Notice and all costs associated with administering the Settlement Fund, as well as any award of  
27 attorneys' fees and expenses, and the payment of any awards to Plaintiffs or the Federal Plaintiff for  
28 their efforts in representing the Settlement Class, as approved by the Court (the "Net Settlement  
Fund"), will be distributed to eligible Settlement Class Members pursuant to the Plan of Allocation  
described in the next section of this Notice.

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**WHAT IS THE PROPOSED PLAN OF ALLOCATION?**

The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Settlement Class Members based on their respective alleged economic losses resulting from the securities law violations addressed in the Settlement.

The Claims Administrator shall determine each Settlement Class Member's share of the Net Settlement Fund based upon the recognized loss formula (the "Recognized Loss") described below. A Recognized Loss will be calculated for each ADS/ADR covered by the Plan of Allocation. The calculation of Recognized Loss will depend upon several factors, including when Micro Focus ADSs/ADRs were purchased or otherwise acquired and in what amounts, as well as whether those securities were ever sold, and, if so, when they were sold and for what amounts.

The Recognized Loss is not intended to estimate the amount a Settlement Class Member might have been able to recover after a trial, nor to estimate the amount that will be paid to Settlement Class Members pursuant to the Settlement. Rather, the Recognized Loss is the basis upon which the Net Settlement Fund will be proportionately allocated to Settlement Class Members.

Your share of the Net Settlement Fund will depend on the number of valid Proof of Claim forms that Settlement Class Members send in, as well as the factors described above. For this reason, the calculation of claims below is not an estimate of the amount you will receive. It is a formula for allocating the Net Settlement Fund among all Authorized Claimants. Furthermore, if any of the formulas set forth below yield an amount less than \$0.00, the claim per share is \$0.00.

**ALLOCATION**

The total amount of the Settlement is \$107.5 million. A total of \$100 million of the Settlement Amount will be used to cover alleged statutory losses arising under the Securities Act (the "Securities Act Allocation"). The remaining \$7.5 million of the Settlement Amount will be used to cover alleged losses arising under the Exchange Act, which claims were alleged solely in the Federal Action (the "Exchange Act Allocation"). Because the Exchange Act Allocation is designed to cover Exchange Act losses not already covered by the Securities Act Allocation, Settlement Class Members, if eligible, may receive a payment under both the Securities Act Allocation and the Exchange Act Allocation.

In Plaintiffs' view, the Plan of Allocation reflects the relative strengths and weaknesses of the claims covered by the Settlement, as well as the procedural posture of the claims when the Settlement was reached. In developing the Plan of Allocation in consultation with their retained financial expert, Plaintiffs acknowledged that when the Settlement was reached, fact discovery was nearly complete and further proceedings were scheduled in this Action. Plaintiffs also acknowledged that the Federal Court had dismissed with prejudice all of the claims alleged in the Federal Action, which was on appeal and also involved claims arising under the Exchange Act that are subject to a more stringent standard of pleading and proof of liability.

This "Allocation" section of this Notice has been prepared by Plaintiffs in consultation with the Federal Plaintiff. Defendants take no position on the Plan of Allocation or the views expressed by Plaintiffs above or below. Defendants have denied, and continued to deny, that any of the claims asserted in this Action or the Federal Action have or had merit or that any investor suffered compensable losses (including the alleged "artificial inflation" and "Loss Amounts" calculated by Plaintiffs below). Defendants took no part in preparing the Plan of Allocation as set forth herein (and were not required to) and consequently neither the Plan nor Plaintiffs' statements regarding it should be construed as any indication of Defendants' views regarding these issues or any endorsement of the views expressed herein by Plaintiffs.

1 Securities Act Allocation – Loss Amount

2 I. For each Micro Focus ADS/ADR purchased/acquired from September 1, 2017, through  
3 March 28, 2018,<sup>2</sup> and:

- 4 a. sold prior to March 29, 2018, the Securities Act Loss Amount is the purchase  
5 price per ADS (not to exceed \$29.15) minus the sales price per ADS/ADR;
- 6 b. sold from March 29, 2018, through August 28, 2019, the Securities Act Loss  
7 Amount is *the lesser of*:
- 8 i. the purchase price per ADS (not to exceed \$29.15) less the sales price per  
9 ADS/ADR, or
- 10 ii. the purchase price per ADS/ADR (not to exceed \$29.15) less \$14.14 per  
11 ADS;
- 12 c. retained at the end of August 28, 2019, the Securities Act Loss Amount is the  
13 purchase price per ADS (not to exceed \$29.15) minus \$14.14 per ADS/ADR.

14 Exchange Act Allocation – Loss Amount

15 The Exchange Act Plan of Allocation is based on the following five market adjusted price declines:

16	January 8, 2018:	\$5.82 per ADS/ADR
17	March 19, 2018	\$11.88 per ADS/ADR
18	July 11, 2018:	\$1.25 per ADS/ADR
19	July 9, 2019:	\$1.79 per ADS/ADR
20	August 29, 2019:	\$6.14 per ADS/ADR

21 For each Micro Focus ADS purchased from September 1, 2017 through August 28, 2019, and:

- 22 1. sold before January 8, 2018, the Exchange Act Recognized Loss Amount is zero;
- 23 2. sold on or after January 8, 2018 through August 28, 2019, the Exchange Act Recognized  
24 Loss Amount is **the lesser of**: (i) the amount of artificial inflation per ADS/ADR on the date  
25 of purchase as stated in Table A *less* the amount of artificial inflation per ADS/ADR on the  
26 date of sale as stated in Table A; or (ii) the purchase price per ADS/ADR *less* the sale price  
27 per ADS/ADR;
- 28 3. sold from August 29, 2019 through November 26, 2019, the Exchange Act Recognized Loss  
Amount is **the least of**: (i) the amount of artificial inflation per ADS/ADR on the date of  
purchase as stated in Table A; (ii) the purchase price per ADS/ADR *less* the sale price per  
ADS/ADR; or (iii) the purchase price per ADS/ADR *less* the average closing price between  
August 29, 2019 and the date of sale as stated in Table B below; or

<sup>2</sup> Each Micro Focus ADSs/ADRs received in the Merger is assumed to have been  
purchased/acquired on September 1, 2017, the closing date of the Merger, at \$29.15.

1 4. held at the close of trading on November 26, 2019, the Exchange Act Recognized Loss  
2 Amount is equal to **the lesser of:** (i) the amount of artificial inflation per ADS/ADR on the  
date of purchase as stated in Table A; or (ii) the purchase price per ADS *less* \$13.73.<sup>3</sup>

3 For each Micro Focus ADS/ADR with both an Exchange Act Recognized Loss Amount and  
4 a Securities Act Loss Amount, the Exchange Act Loss Amount is equal to the Exchange Act  
Recognized Loss Amount *less* the Securities Act Loss Amount. If the Exchange Act Loss Amount is  
5 less than or equal to zero, it shall be set to zero. For each Micro Focus ADS/ADR with an Exchange  
Act Recognized Loss Amount with no corresponding Securities Act Loss Amount, the Exchange Act  
6 Loss Amount is equal to the Exchange Act Recognized Loss Amount.

7 **TABLE A:**

8 **Estimated Artificial Inflation with Respect to Publicly-Traded Micro Focus ADSs/ADRs  
from September 1, 2017 through and including August 28, 2019**

Date Range	Artificial Inflation Per ADS/ADR
September 1, 2017 – January 7, 2018	\$26.88
January 8, 2018 – March 18, 2018	\$21.06
March 19, 2018 – July 10, 2018	\$9.18
July 11, 2018 – July 8, 2019	\$7.93
July 9, 2019 – August 28, 2019	\$6.14

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24 <sup>3</sup> Pursuant to Section 21(D)(e)(1) of the Exchange Act, “in any private action arising under this title in which  
25 the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to  
the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate,  
26 by the plaintiff for the subject security and the mean trading price of that security during the 90-day period  
beginning on the date on which the information correcting the misstatement or omission that is the basis for  
27 the action is disseminated to the market.” The average (mean) closing price of Micro Focus ADSs/ADRs  
during the 90-day look-back period from August 29, 2019 through and including November 26, 2019 was  
28 \$13.73.



1 **TABLE B:**

2	Average Closing Price from August 29, 2019			Average Closing Price from August 29, 2019		
3	Date	Closing Price	through Date of Sale	Date	Closing Price	through Date of Sale
4	8/29/2019	\$12.98	\$12.98	10/15/2019	\$13.87	\$13.64
	8/30/2019	\$13.80	\$13.39	10/16/2019	\$14.50	\$13.67
5	9/3/2019	\$13.29	\$13.36	10/17/2019	\$14.55	\$13.69
	9/4/2019	\$13.42	\$13.37	10/18/2019	\$15.17	\$13.74
6	9/5/2019	\$13.30	\$13.36	10/21/2019	\$13.03	\$13.72
	9/6/2019	\$13.30	\$13.35	10/22/2019	\$13.01	\$13.70
7	9/9/2019	\$13.27	\$13.34	10/23/2019	\$13.03	\$13.68
	9/10/2019	\$13.88	\$13.41	10/24/2019	\$13.51	\$13.68
8	9/11/2019	\$13.74	\$13.44	10/25/2019	\$13.61	\$13.68
	9/12/2019	\$13.84	\$13.48	10/28/2019	\$13.85	\$13.68
9	9/13/2019	\$13.92	\$13.52	10/29/2019	\$13.80	\$13.68
	9/16/2019	\$14.21	\$13.58	10/30/2019	\$13.84	\$13.69
10	9/17/2019	\$14.41	\$13.64	10/31/2019	\$13.72	\$13.69
	9/18/2019	\$14.56	\$13.71	11/1/2019	\$13.37	\$13.68
11	9/19/2019	\$14.66	\$13.77	11/4/2019	\$13.52	\$13.68
	9/20/2019	\$14.46	\$13.82	11/5/2019	\$13.55	\$13.67
12	9/23/2019	\$14.03	\$13.83	11/6/2019	\$13.62	\$13.67
	9/24/2019	\$13.82	\$13.83	11/7/2019	\$13.73	\$13.67
13	9/25/2019	\$13.73	\$13.82	11/8/2019	\$13.94	\$13.68
	9/26/2019	\$13.85	\$13.82	11/11/2019	\$14.03	\$13.69
14	9/27/2019	\$13.99	\$13.83	11/12/2019	\$14.18	\$13.69
	9/30/2019	\$14.15	\$13.85	11/13/2019	\$13.57	\$13.69
15	10/1/2019	\$13.41	\$13.83	11/14/2019	\$13.62	\$13.69
	10/2/2019	\$13.05	\$13.79	11/15/2019	\$13.72	\$13.69
16	10/3/2019	\$12.97	\$13.76	11/18/2019	\$13.55	\$13.69
	10/4/2019	\$13.19	\$13.74	11/19/2019	\$13.53	\$13.69
17	10/7/2019	\$12.85	\$13.71	11/20/2019	\$14.06	\$13.69
	10/8/2019	\$13.02	\$13.68	11/21/2019	\$13.98	\$13.70
18	10/9/2019	\$13.01	\$13.66	11/22/2019	\$14.09	\$13.70
	10/10/2019	\$13.22	\$13.64	11/25/2019	\$14.26	\$13.71
19	10/11/2019	\$13.67	\$13.65	11/26/2019	\$14.56	\$13.73
	10/14/2019	\$13.40	\$13.64			

20 A Claimant's "Recognized Claim" will be the sum of the Claimant's Securities Act Loss  
 21 Amounts and Exchange Act Loss Amounts as calculated above with respect to Micro Focus  
 22 ADSs/ADRs. If a Class Member made more than one purchase/acquisition or sale of Micro Focus  
 23 ADSs/ADRs during the Settlement Class Period, all purchases/acquisitions and sales of the  
 ADSs/ADRs will be matched on a First In, First Out ("FIFO") basis. Settlement Class Period sales  
 will be matched against purchases/acquisitions of Micro Focus ADSs/ADRs in chronological order,  
 beginning with the earliest purchase/acquisition made during the Settlement Class Period.

24 The total of all profits shall be subtracted from the total of all losses from transactions during  
 25 the Settlement Class Period to determine if a Settlement Class Member has a Recognized Claim.  
 26 Only if a Settlement Class Member had a net market loss, after all profits from transactions in  
 ADSs/ADRs during the Settlement Class Period are subtracted from all losses, will such Settlement  
 Class Member be eligible to receive a distribution from the Net Settlement Fund.

27 If an Authorized Claimant has an overall market gain, the Recognized Claim for that  
 28 Authorized Claimant will be \$0.00. If an Authorized Claimant has an overall market loss, that  
 Authorized Claimant's Recognized Claim will be limited to the amount of total market loss. The

1 Claims Administrator shall allocate to each Authorized Claimant a *pro rata* share of the Net  
2 Settlement Fund based on his, her, or its Recognized Claim as compared to the total Recognized  
3 Claims of all Authorized Claimants. No distribution shall be made to Authorized Claimants who  
4 would otherwise receive a distribution of less than \$10.00.

5 Distributions will be made to Authorized Claimants after all claims have been processed, after  
6 the Court has finally approved the Settlement, and after any appeals are resolved. If any balance  
7 remained in the Net Settlement Fund after a reasonable amount of time from the initial date of  
8 distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or  
9 otherwise), the Claims Administrator shall, if feasible, reallocate such balance among Authorized  
10 Claimants in an equitable and economic fashion. These redistributions shall be repeated until the  
11 balance remaining in the Net Settlement Fund is no longer economically feasible to distribute to  
12 Settlement Class Members. Thereafter, any balance which still remains in the Net Settlement Fund  
13 shall be donated to the Bay Area Legal Aid.

14 Please contact the Claims Administrator or Plaintiffs' Counsel if you disagree with any  
15 determinations made by the Claims Administrator regarding your Proof of Claim. If you are  
16 dissatisfied with the determinations, you may ask the Court, which retains jurisdiction over all  
17 Settlement Class Members and the claims administration process, to decide the issue by submitting a  
18 written request. The Court has also reserved jurisdiction to allow, disallow, or adjust the claim of any  
19 Settlement Class Member on equitable grounds.

20 Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all  
21 Authorized Claimants. No Person shall have any claim against Plaintiffs, the Federal Plaintiff,  
22 Plaintiffs' Counsel, any Claims Administrator, any other Person designated by Plaintiffs' Counsel, or  
23 any of the Released Parties (which includes all Defendants) based on or concerning distributions made  
24 substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of  
25 Allocation, or further orders of the Court. Defendants bear no liability whatsoever for, and have no  
26 role in, the administration of the Settlement, the determination of the amounts to be paid to Settlement  
27 Class Members, or the actual distribution of same. All Settlement Class Members who fail to  
28 complete and submit a valid and timely Proof of Claim shall be barred from participating in  
distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise  
shall be bound by all of the terms of the Stipulation, including the terms of any judgment entered and  
the releases given.

**DO I NEED TO CONTACT PLAINTIFFS' COUNSEL IN ORDER TO PARTICIPATE IN  
DISTRIBUTION OF THE SETTLEMENT FUND?**

No. If you have received this Notice and timely submit your Proof of Claim to the designated  
address, you need not contact Plaintiffs' Counsel. If your address changes, please contact the Claims  
Administrator at:

*Micro Focus Securities Litigation Settlement*  
c/o Epiq Class Action and Claims Solutions  
P.O. Box 5459  
Portland, OR 97228-5459  
Telephone: 855/604-1743  
Email: [info@microfocusclassaction.com](mailto:info@microfocusclassaction.com)  
[www.microfocusclassaction.com](http://www.microfocusclassaction.com)

**THERE WILL BE NO PAYMENTS IF THE STIPULATION IS TERMINATED**

The Stipulation may be terminated under several circumstances outlined in it. If the  
Stipulation is terminated, the Action will proceed as if the Stipulation had not been entered into.

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**WHAT ARE THE REASONS FOR SETTLEMENT?**

The Settlement was reached after highly contested motion practice directed to numerous issues, including addressing the forum for litigating Plaintiffs' claims and the sufficiency of Plaintiffs' claims as a legal matter. The parties to this Action also litigated a contested motion for class certification, substantially completed fact discovery, and participated in two mediations before a retired federal judge who served as the mediator. Notwithstanding that, the Court to date has not reached or issued any final decisions in connection with Plaintiffs' claims against Defendants. As of the date of the Settlement, those claims and allegations remain just that; no verdict, judgment or decision has been reached as to the merits of those claims against any Defendant. Additionally, litigation was proceeding in the Federal Court, which had dismissed the Federal Plaintiff's claims against Defendants. Consequently, there has been no finding of liability or wrongdoing of any kind by or against any Defendant, and no finding that any Defendant violated any law, in any jurisdiction, including any of the securities laws of the United States. Moreover, this Settlement does not, and shall not, constitute evidence of any admission or concession of wrongdoing or a violation of any law, by or on the part of any Defendant.

The Parties have agreed to resolve these claims in the Settlement in order to avoid the cost, delay and uncertainty of further litigation. As in any litigation, Plaintiffs and the proposed Settlement Class would face an uncertain outcome if they did not agree to the Settlement. The parties expected that the case could continue for a lengthy period of time and that if Plaintiffs succeeded, Defendants would file appeals that would postpone final resolution of the case. While continuing the Action against Defendants could result in a judgment greater than this Settlement, continuing to litigate these claims could result in no recovery at all, were Defendants to prevail at trial, or in a recovery below the amount of the Settlement.

The Parties believe that this Settlement is fair and reasonable to the members of the Settlement Class. The Settlement provides a certain and immediate monetary recovery to the Settlement Class while avoiding the risk, delay, and uncertainty of continued litigation. Plaintiffs and Plaintiffs' Counsel believe the Settlement represents a very favorable result for the Settlement Class.

**WHO REPRESENTS THE CLASS?**

The following attorneys, along with attorneys from Scott+Scott Attorneys At Law LLP, are counsel for the Certified and Settlement Class ("Class Counsel"), and are available to answer any questions you may have about the Action or the Settlement:

Joseph Russello  
ROBBINS GELLER RUDMAN  
& DOWD LLP  
58 South Service Road, Suite 200  
Melville, NY 11747  
Telephone: 631/367-7100

Mark C. Molumphy, Esq.  
COTCHETT, PITRE & MCCARTHY,  
LLP  
840 Malcolm Road, Suite 200  
Burlingame, CA 94010  
Telephone: 650/697-6000

You may also obtain a copy of the Stipulation and other documents relating to the Settlement by contacting the Claims Administrator or visiting the website established for this Settlement:

1 *Micro Focus Securities Litigation Settlement*  
2 c/o Epiq Class Action and Claims Solutions  
3 P.O. Box 5459  
4 Portland, OR 97228-5459  
5 Telephone: 855/604-1743  
6 Email: info@microfocusclassaction.com  
7 www.microfocusclassaction.com

8 **HOW WILL THE PLAINTIFFS' LAWYERS BE PAID?**

9 Class Counsel will file a motion for an award of attorneys' fees and expenses/charges  
10 ("expenses"), which the Court will consider at the Settlement Fairness Hearing, on behalf of all  
11 Plaintiffs' Counsel. Class Counsel will apply for an attorneys' fee award for Plaintiffs' Counsel in  
12 an amount of up to one-third of the Settlement Fund, plus payment of Plaintiffs' Counsel's expenses  
13 in an amount not to exceed \$1.5 million. In addition, each of Plaintiffs and the Federal Plaintiff may  
14 seek awards of up to \$15,000 in connection with their efforts in representing the Certified and  
15 Settlement Class. Such sums as may be approved by the Court will be paid from the Settlement Fund.  
16 Settlement Class Members are not personally liable for any such fees or expenses.

17 To date, Plaintiffs' Counsel have not received any compensation for their efforts, nor have  
18 they received any payment for the expenses or charges they have incurred in pursuing the claims.  
19 The attorneys' fees and expenses requested will be the only payment to Plaintiffs' Counsel for their  
20 efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly  
21 contingent basis. The Court will decide what constitutes a reasonable fee award and may, in its  
22 discretion, award less than the amount requested by Plaintiffs' Counsel.

23 **CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?**

24 If you do not want to receive a payment from this Settlement or you want to keep the right to  
25 sue or continue to sue Defendants on your own about the legal issues in this case, then you must take  
26 steps to get out of the Settlement Class. This is called excluding yourself from, or "opting out" of,  
27 the Settlement Class. If you are requesting exclusion because you want to bring your own lawsuit  
28 based on the claims covered by the Settlement, you may want to consult an attorney to discuss whether  
any individual claim you may wish to pursue would be time-barred by the applicable statutes of  
limitation or repose.

29 To exclude yourself from the Settlement Class, you must send a signed letter by mail saying  
30 that you want to be excluded from the Settlement Class in the Action: *In re Micro Focus International*  
31 *plc Securities Litigation*, Lead Case No. 18CIV01549. Be sure to include your name, address,  
32 telephone number, and the ~~date(s), price(s), and number(s)~~ of shares of the ADSs/ADRs that you  
33 purchased or acquired during the Settlement Class Period (September 1, 2017 through, and including,  
34 August 28, 2019). Your exclusion request must be **postmarked no later than \_\_\_\_\_, 2023**, and  
35 sent to the Claims Administrator at:

36 *Micro Focus Securities Litigation Settlement*  
37 Claims Administrator  
38 EXCLUSIONS  
39 c/o Epiq Class Action and Claims Solutions  
40 P.O. Box 5459  
41 Portland, OR 97228-5459

42 You cannot exclude yourself by phone or by e-mail. If you make a proper request for  
43 exclusion, you will not receive a payment from the Settlement and you cannot object to the

and indications it is for the  
MicroFocus case No. 18CIV01549

1 Settlement. If you make a proper request for exclusion, you will not be legally bound by anything  
2 that happens in this lawsuit.

3 **IF YOU SUBMITTED A REQUEST FOR EXCLUSION IN CONNECTION WITH  
4 THE NOTICE OF PENDENCY OF CLASS ACTION THAT YOU RECEIVED LAST YEAR,  
5 YOU NEED NOT DO SO AGAIN.**

6 **IF YOU DID NOT SUBMIT A REQUEST FOR EXCLUSION IN CONNECTION  
7 WITH THE NOTICE OF PENDENCY OF CLASS ACTION THAT YOU RECEIVED LAST  
8 YEAR, AND THE SETTLEMENT IS NOT APPROVED, THERE IS NO SECOND  
9 OPPORTUNITY TO EXCLUDE YOURSELF FROM THE CERTIFIED CLASS AND A  
10 REQUEST TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS WILL NOT  
11 EXCLUDE YOU FROM THE CERTIFIED CLASS.**

12 **CAN I OBJECT TO THE SETTLEMENT, THE REQUESTED ATTORNEYS' FEES, THE  
13 REQUESTED PAYMENT OF COSTS AND EXPENSES AND/OR THE PLAN OF  
14 ALLOCATION?**

15 Yes. If you are a Certified Class Member or a Settlement Class Member, you may object to  
16 the terms of the Settlement. Whether or not you object to the terms of the Settlement, you may also  
17 object to the requested attorneys' fees, costs and expenses, the requested awards to Plaintiffs or the  
18 Federal Plaintiff, and/or the Plan of Allocation. For any objection to be considered, you must file a  
19 written statement, accompanied by proof of Settlement Class membership, with the Court, and send a  
20 copy to Plaintiffs' Counsel and Defendants' Counsel, at the addresses listed below by \_\_\_\_\_,  
21 2023. The Court's address is Superior Court of San Mateo, Hall of Justice and Records, 400 County  
22 Center, Redwood City, CA 94063; Plaintiffs' Counsel's addresses are Robbins Geller Rudman &  
23 Dowd LLP, 58 South Service Road, Suite 200, Melville, NY 11747, c/o Joseph Russello; Cotchett,  
24 and Pitre & McCarthy, LLP, 840 Malcolm Road, Suite 200, Burlingame, CA 94010, c/o Mark C.  
25 Molumph, and Defendants' Counsel's address is Cravath, Swaine & Moore LLP, Worldwide Plaza,  
26 825 Eighth Avenue, New York, NY 10019 c/o Timothy G. Cameron. Attendance at the Settlement  
27 Fairness Hearing is not necessary; however, persons wishing to be heard orally at the Settlement  
28 Fairness Hearing are required to indicate in their written objection their intention to appear at the  
hearing and to identify any witnesses they may call to testify and exhibits, if any, they intend to  
introduce at that time.

18 **WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF  
19 FROM THE SETTLEMENT?**

20 Objecting is telling the Court that you do not like something about the proposed Settlement,  
21 the Plan of Allocation, Plaintiffs' Counsel's request for an award of attorneys' fees and expenses, or  
22 any requested award to Plaintiffs or the Federal Plaintiff. You can object only if you did not exclude  
23 yourself from the Certified Class and you stay in the Settlement Class. Excluding yourself is telling  
24 the Court that you do not want to be part of the Settlement Class. If you properly exclude yourself,  
25 you have no basis to object because the case no longer applies to you.

26 **WHAT ARE MY RIGHTS AND OBLIGATIONS UNDER THE SETTLEMENT?**

27 If you are a Settlement Class Member and you do not exclude yourself from the Settlement  
28 Class, you may receive the benefit of, and you will be bound by, the terms of the Settlement described  
in this Notice, upon approval by the Court.

**HOW CAN I GET A PAYMENT?**

To qualify for a payment, you must timely complete and return the Proof of Claim form that  
accompanies this Notice. A Proof of Claim is enclosed with this Notice and may be downloaded at

1 www.microfocusclassaction.com. Read the instructions carefully; fill out the Proof of Claim form;  
2 sign it; and mail or submit it online so that it is **postmarked (if mailed) or received (if submitted**  
3 **online at www.microfocusclassaction.com) no later than \_\_\_\_\_, 2023.** If you do not submit  
4 a timely Proof of Claim form with all of the required information, you will not receive a payment  
from the Settlement Fund; however, unless you formally exclude yourself from the Settlement Class  
as described above, you will still be bound in all other respects by the Settlement, the Final Judgment,  
and the release associated with the Settlement (described below).

#### 5 **WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?**

6 If the Settlement is approved by the Court, the Court will enter a Final Judgment. If the Final  
7 Judgment becomes effective pursuant to the terms of the Stipulation, all Certified Class Members and  
8 Settlement Class Members shall be deemed to have, and by operation of the Final Judgment shall  
have, fully, finally, and forever released, relinquished, and discharged any and all of the Released  
Parties from all Settled Claims.

- 9 • “Related Parties” means each of a Settling Party’s past, present or future direct or  
10 indirect parents, subsidiaries, divisions, affiliates or joint ventures, as well as each of  
11 their respective present or former directors, officers, employees, partners, members,  
12 principals, agents, underwriters, insurers, co-insurers, reinsurers, controlling  
13 shareholders, attorneys, accountants, auditors, financial or investment advisors or  
14 consultants, banks or investment bankers, personal or legal representatives,  
15 predecessors, successors, assigns, spouses, heirs, related or affiliated entities, any  
entity in which a Settling Party has a controlling interest, any member of a Settling  
Party’s immediate family, any trust of which any Settling Party is the settlor or which  
is for the benefit of any Settling Party and/or member(s) of his family, and the legal  
representatives, heirs, successors in interest or assigns of the foregoing Persons.
- 16 • “Released Parties” means Defendants and each and all of their Related Parties.
- 17 • “Released Claims” means any and all rights, liabilities, suits, debts, obligations,  
18 demands, damages, losses, judgment matters, issues, claims (including “Unknown  
19 Claims” as defined below), and causes of action of every nature and description  
20 whatsoever that have been or could have been asserted in the Action or the Federal  
21 Action or could in the future be asserted in any forum, whether known or unknown,  
22 whether foreign or domestic, whether arising under federal, state, common, or foreign  
23 law, by Plaintiffs, Federal Plaintiff, any Settlement Class Member, or their Related  
24 Parties, whether individual, class, representative, on behalf of others, legal, equitable,  
25 regulatory, governmental, or of any other type or in any other capacity, whether  
26 brought directly or indirectly against any of the Defendants, that (i) arise out of, are  
27 based upon, or relate to in any way to any of the allegations, acts, transactions, facts,  
events, matters, occurrences, disclosures, statements, representations, or omissions  
which were or could have been alleged in the Action or the Federal Action, and (ii)  
arise out of, or are based upon, or relate to the purchase, acquisition, holding, sale, or  
disposition of ADSs or ADRs of Micro Focus between September 1, 2017 and August  
28, 2019, inclusive. Notwithstanding the foregoing, “Released Claims” do not include  
any derivative or ERISA claims. “Released Claims” also do not include claims to  
enforce this Stipulation or claims by Defendants for or regarding insurance coverage.

- 1 • “Unknown Claims” means any and all claims and potential claims against Defendants  
2 that Plaintiffs, Federal Plaintiff, or any Settlement Class Member does not know or  
3 suspect to exist in his, her, or its favor as of the Effective Date, and any claims against  
4 Plaintiffs or Federal Plaintiff that Defendants do not know or suspect to exist in their  
5 favor, which if known by him, her, or it might have affected his, her, or its decision(s)  
6 with respect to the Settlement. With respect to any and all Released Claims and  
7 Released Defendants’ Claims, the Parties stipulate and agree that by operation of the  
8 Final Judgment, upon the Effective Date, the Parties shall have expressly waived, and  
9 each Settlement Class Member shall be deemed to have waived, and by operation of  
10 the Final Judgment shall have expressly waived, the provisions, rights and benefits of  
11 Cal. Civ. Code § 1542, which provides:

12 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
13 **THAT THE CREDITOR OR RELEASING PARTY DOES NOT**  
14 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**  
15 **THE TIME OF EXECUTING THE RELEASE AND THAT, IF**  
16 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**  
17 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**  
18 **OR RELEASED PARTY;**

19 and any and all provisions, rights, and benefits conferred by any law of any state or  
20 territory of the United States, or principle of common law, which is similar,  
21 comparable, or equivalent to Cal. Civ. Code § 1542. A Releasing Party may hereafter  
22 discover facts in addition to or different from those which he, she, or it now knows or  
23 believes to be true with respect to the subject matter of the Released Claims, but shall  
24 expressly fully, finally, and forever settle and release, and each Settlement Class  
25 Member, upon the Effective Date, shall be deemed to have, and by operation of the  
26 Final Judgment shall have, fully, finally, and forever settled and released, any and all  
27 Released Claims, known or unknown, suspected or unsuspected, contingent or non-  
28 contingent, whether or not concealed or hidden, which now exist, or heretofore have  
existed, upon any theory of law or equity now existing or coming into existence in the  
future, including, but not limited to, conduct which is negligent, intentional, with or  
without malice, or a breach of any duty, law or rule, without regard to the subsequent  
discovery or existence of such different or additional facts. The Parties acknowledge,  
and Settlement Class Members shall be deemed to have acknowledged, that the  
inclusion of “Unknown Claims” in the definition of Released Claims and Released  
Defendants’ Claims was separately bargained for and was a key element of the  
Settlement.

23 The above description of the proposed Settlement is only a summary. The complete terms of  
24 the Settlement are set forth in the Stipulation (including its exhibits), which may be obtained at  
25 [www.microfocusclassaction.com](http://www.microfocusclassaction.com), or by contacting Plaintiffs’ Counsel, as indicated above.

26 **THE SETTLEMENT FAIRNESS HEARING**

27 The Court will hold a Settlement Fairness Hearing on June 27, 2023, at 2:00 pm., before the  
28 Honorable Marie S. Weiner at the Superior Court of California, County of San Mateo, Department 2,  
Courtroom 2E, 400 County Center, Redwood City, CA 94063, for the purpose of determining  
whether: (1) the Settlement as set forth in the Stipulation for \$107.5 million in cash should be  
approved as fair, reasonable and adequate; (2) the Settlement Class should be finally certified, for  
Settlement purposes; (3) the Final Judgment as provided under the Stipulation should be entered;

1 (4) to award Plaintiffs' Counsel attorneys' fees and expenses out of the Settlement Fund; (5) to grant  
2 awards to Plaintiffs and the Federal Plaintiff, in connection with their efforts in representing the  
3 Settlement Class, out of the Settlement Fund; and (6) the Plan of Allocation should be approved. The  
4 Court may adjourn or continue the Settlement Fairness Hearing without further notice to members of  
5 the Settlement Class.

6 Any Settlement Class Member may appear at the Settlement Fairness Hearing and be heard  
7 on any of the foregoing matters; provided, however, that no such person shall be heard unless his,  
8 her, or its objection is made in writing and is filed, together with proof of membership in the  
9 Settlement Class and with copies of all other papers and briefs to be submitted by him, her, or it to  
10 the Court at the Settlement Fairness Hearing, with the Court no later than \_\_\_\_\_, 2023, and showing  
11 proof of service on the following counsel:

12 *Attorneys for Plaintiffs:*

13 Joseph Russello  
14 ROBBINS GELLER RUDMAN  
15 & DOWD LLP  
16 58 South Service Road, Suite 200  
17 Melville, NY 11747  
18 Telephone: 631/367-7100

19 —and—

20 Mark C. Molumphy  
21 COTCHETT, PITRE &  
22 McCARTHY, LLP  
23 840 Malcolm Road, Suite 200  
24 Burlingame, CA 94010  
25 Telephone: 650/697-6000

26 *Counsel for Defendant Micro Focus  
27 International plc and Other Defendants:*

28 Timothy G. Cameron  
CRAVATH SWAINE & MOORE LLP  
Worldwide Plaza  
825 Eighth Avenue  
New York, NY 10019  
Telephone: (212) 474-1000

Unless otherwise directed by the Court, any Settlement Class Member who does not make his,  
her or its objection in the manner provided shall be deemed to have waived all objections to this  
Settlement and shall be foreclosed from raising (in this proceeding or on any appeal), any objection  
and any untimely objection shall be barred.

If you hire an attorney (at your own expense) to represent you for purposes of objecting, your  
attorney must serve a notice of appearance on counsel listed above and file it with the Court (at the  
address set out above) by no later than June 20, 2023.

**HOW DO I OBTAIN ADDITIONAL INFORMATION?**

This Notice contains only a summary of the terms of the proposed Settlement. The records in  
this Action may be examined and copied at any time during regular office hours, and subject to  
customary copying fees, at the Clerk of the Superior Court of California, County of San Mateo. In  
addition, all of the Settlement documents, including the Stipulation, this Notice, the Proof of Claim  
form and proposed Final Judgment, may be obtained by contacting the Claims Administrator, or  
visiting the website established for this Settlement, at:



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*Micro Focus Securities Litigation Settlement*  
c/o Epiq Class Action and Claims Solutions  
P.O. Box 5459  
Portland OR 97228-5459  
Telephone: 855/604-1743  
Email: info@microfocusclassaction.com  
www.microfocusclassaction.com

In addition, if you have any questions about the Action or the Settlement, you may contact the following attorneys for Plaintiffs designated to receive such inquiries: Joseph Russello, Robbins Geller Rudman & Dowd LLP, 58 South Service Road, Suite 200, Melville, NY 11747; Mark C. Molumphy, Cotchett, Pitre & McCarthy, LLP, 840 Malcolm Road, Suite 200, Burlingame, CA 94010.

**DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION**

**SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES**

If you hold any Micro Focus ADSs/ADRs purchased or acquired between September 1, 2017 and August 28, 2019, inclusive, as a nominee for a beneficial owner, then, within fourteen (14) days after you receive this Notice, you must either: (1) send a copy of this Notice by First-Class Mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

*Micro Focus Securities Litigation Settlement*  
c/o Epiq Class Action and Claims Solutions  
P.O. Box 5459  
Portland OR 97228-5459  
www.microfocusclassaction.com

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Claims Administrator.

DATED: \_\_\_\_\_

BY ORDER OF THE SUPERIOR COURT OF  
CALIFORNIA, COUNTY OF SAN MATEO  
HONORABLE MARIE S. WEINER

# **EXHIBIT A-2**

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ROBBINS GELLER RUDMAN  
& DOWD LLP  
JAMES I. JACONETTE (179565)  
655 West Broadway, Suite 1900  
San Diego, CA 92101-8498  
Telephone: 619/231-1058  
619/231-7423 (fax)  
jamesj@rgrdlaw.com

COTCHETT, PITRE & MCCARTHY, LLP  
MARK C. MOLUMPY (168009)  
TYSON REDENBARGER (294424)  
San Francisco Airport Office Center  
840 Malcolm Road, Suite 200  
Burlingame, CA 94010  
Telephone: 650/697-6000  
650/697-0577 (fax)  
mmolumpy@cpmlegal.com  
tredenbarger@cpmlegal.com

SCOTT+SCOTT ATTORNEYS AT LAW LLP  
JOHN T. JASNOCH (281605)  
JOSEPH A. PETTIGREW (236933)  
600 West Broadway, Suite 3300  
San Diego, CA 92101  
Telephone: 619/233-4565  
619/233-0508 (fax)  
jjasnoch@scott-scott.com  
jpettigrew@scott-scott.com

Class Counsel for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN MATEO

In re MICRO FOCUS INTERNATIONAL  
PLC SECURITIES LITIGATION

Lead Case No. 18CIV01549

CLASS ACTION

This Document Relates To:

EXHIBIT A-2 - PROOF OF CLAIM AND  
RELEASE

ALL ACTIONS.

Assigned for All Purposes to:  
Hon. Marie S. Weiner, Dept. 2  
Date Action Filed: 03/28/18

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**I. GENERAL INSTRUCTIONS**

1. To recover as a Settlement Class Member based on your claims in the action entitled *In re Micro Focus International plc Securities Litigation*, Lead Case No. 18CIV01549 (the “Action”) and/or *In re Micro Focus Int’l PLC Sec. Litig.*, Master Case No. 1:18-cv-6763-ALC (S.D.N.Y.) (the “Federal Action”),<sup>1</sup> you must complete and, on page \_\_\_ hereof, sign this Proof of Claim and Release (“Proof of Claim”). If you fail to file a properly addressed (as set forth in paragraph 3 below) Proof of Claim, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement.

2. Submission of this Proof of Claim, however, does not assure that you will share in the proceeds of the Settlement of the Action.

3. **YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, ON OR BEFORE \_\_\_\_\_, 2023, ADDRESSED AS FOLLOWS:**

*Micro Focus Securities Litigation Settlement*  
Claims Administrator  
c/o Epiq Class Action and Claims Solutions  
P.O. Box 5459  
Portland, OR 97228-5459  
online submissions: [www.microfocusclassaction.com](http://www.microfocusclassaction.com)

If you are NOT a Class Member, as defined in the Notice of Proposed Settlement of Class Action (“Notice”), DO NOT submit a Proof of Claim.

4. If you are a Class Member and you do not timely request exclusion, you are bound by the terms of any judgment entered in the Action, including the releases provided therein, **WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.**

<sup>1</sup> This Proof of Claim and Release (“Proof of Claim”) incorporates by reference the definitions in the Stipulation of Settlement (“Stipulation”), available at [www.microfocusclassaction.com](http://www.microfocusclassaction.com).

1 **II. CLAIMANT IDENTIFICATION**

2 If you purchased or acquired Micro Focus International plc (“Micro Focus” or the  
3 “Company”) American Depositary Shares or American Depositary Receipts (collectively or  
4 individually, “ADSs”), or rights to receive such ADSs (i) during the period from September 1, 2017  
5 through August 28, 2019, inclusive, or (ii) pursuant or traceable to the Company’s merger with  
6 Hewlett Packard Enterprise Company (or their subsidiaries) (the “Merger”), and held the certificate(s)  
7 in your name, you are the beneficial purchaser as well as the record purchaser. If, however, you  
8 purchased or acquired the Micro Focus ADSs during the period from September 1, 2017 through  
9 August 28, 2019, inclusive, or pursuant or traceable to the Merger, and the certificate(s) were  
10 registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial  
11 purchaser and the third party is the record purchaser.

12 Use Part I of this form entitled “Claimant Identification” to identify each purchaser of record  
13 (“nominee”), if different from the beneficial purchaser of the Micro Focus ADSs that form the basis  
14 of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S)  
15 OR ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR  
16 ACQUIRER(S) OF THE MICRO FOCUS ADSs UPON WHICH THIS CLAIM IS BASED.**

17 All joint purchasers or acquirers must sign this claim. Executors, administrators, guardians,  
18 conservators, and trustees must complete and sign this claim on behalf of persons represented by them  
19 and their authority must accompany this claim and their titles or capacities must be stated. The Social  
20 Security (or taxpayer identification) number and telephone number of the beneficial owner may be  
21 used in verifying the claim. Failure to provide the foregoing information could delay verification of  
22 your claim or result in rejection of the claim.

23 **III. CLAIM FORM**

24 Use Part II of this form entitled “Schedule of Transactions in Micro Focus ADSs” to supply  
25 all required details of your transaction(s). If you need more space or additional schedules, attach  
26 separate sheets giving all of the required information in substantially the same form. Sign and print  
27 or type your name on each additional sheet.

1 On the schedules, provide all of the requested information with respect to *all* of your  
2 purchases, acquisitions, and sales of Micro Focus ADSs that took place between September 1, 2017  
3 and August 28, 2019, inclusive, including any ADSs purchased or otherwise acquired pursuant or  
4 traceable to the Merger, whether such transactions resulted in a profit or a loss. You must also provide  
5 all of the requested information with respect to *all* of the shares of Micro Focus ADSs you held at the  
6 close of trading on August 28, 2019 and November 26, 2019. Failure to report all such transactions  
7 may result in the rejection of your claim.

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

10 The date of covering a "short sale" is deemed to be the date of purchase of Micro Focus ADSs.  
11 The date of a "short sale" is deemed to be the date of sale of Micro Focus ADSs.

12 **COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF**  
13 **YOUR TRANSACTIONS IN MICRO FOCUS ADSs SHOULD BE ATTACHED TO YOUR**  
14 **CLAIM. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY**  
15 **VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.**

16 NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of  
17 transactions may request, or may be requested, to submit information regarding their transactions in  
18 electronic files. All claimants **MUST** submit a manually signed paper Proof of Claim whether or not  
19 they also submit electronic copies. If you wish to file your claim electronically, you must contact the  
20 Claims Administrator at 1-800-601-7495 to obtain the required file layout. No electronic files will  
21 be considered to have been properly submitted unless the Claims Administrator issues to the claimant  
22 a written acknowledgment of receipt and acceptance of electronically submitted data.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN MATEO

*In re Micro Focus International plc Securities Litigation*

Lead Case No. 18CIV01549

**PROOF OF CLAIM AND RELEASE**

**Must Be Postmarked (if Mailed) or Received (if Submitted Online) No Later Than:**

\_\_\_\_\_, 2023

Please Type or Print

**REMEMBER TO ATTACH COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR TRANSACTIONS IN MICRO FOCUS ADSs. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.**

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**PART I: CLAIMANT IDENTIFICATION**

Last Name	M.I.	First Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Last Name (Co-Beneficial Owner)	M.I.	First Name (Co-Beneficial Owner)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="radio"/> IRA <input type="radio"/> Joint Tenancy <input type="radio"/> Employee <input type="radio"/> Individual <input type="radio"/> Other _____ (specify)		
Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA		
<input type="text"/>		
Trustee/Asset Manager/Nominee/Record Owner's Name (If Different from Beneficial Owner Listed Above)		
<input type="text"/>		
Account#/Fund# (Not Necessary for Individual Filers)		
<input type="text"/>		

Social Security Number	or	Taxpayer Identification Number
<input type="text"/> - <input type="text"/> - <input type="text"/>		<input type="text"/> - <input type="text"/> - <input type="text"/>
Telephone Number (Primary Daytime)		Telephone Number (Alternate)
<input type="text"/> - <input type="text"/> - <input type="text"/>		<input type="text"/> - <input type="text"/> - <input type="text"/>
Email Address		
<input type="text"/>		

**MAILING INFORMATION**

Address		
<input type="text"/>		
Address		
<input type="text"/>		
City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
Foreign Province	Foreign Postal Code	Foreign Country Name/Abbreviation
<input type="text"/>	<input type="text"/>	<input type="text"/>



1 PART II: SCHEDULE OF TRANSACTIONS IN MICRO FOCUS ADSs

2 A. Purchases or acquisitions of Micro Focus ADSs September 1, 2017 –  
 3 August 28, 2019, inclusive, or purchases or acquisitions pursuant or traceable  
 4 to the Merger.

Trade Date(s) Month Day Year (List chronologically)	Number of Shares Purchased or Acquired	Total Purchase Price (Excluding commissions, taxes and fees)	Proof of Purchase/ Acquisition Enclosed
1. _____	1. _____	1. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
2. _____	2. _____	2. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
3. _____	3. _____	3. _____	<input type="checkbox"/> Y <input type="checkbox"/> N

10 IMPORTANT: If any purchase listed covered a “short sale,” please mark Yes:  Yes

11 B. Sales of Micro Focus ADSs (September 1, 2017 – November 26, 2019,  
 12 inclusive):

Trade Date Month Day Year	Number of Shares Sold	Total Sales Price (Excluding commissions, taxes and fees)	Proof of Sale Enclosed
1. _____	1. _____	1. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
2. _____	2. _____	2. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
3. _____	3. _____	3. _____	<input type="checkbox"/> Y <input type="checkbox"/> N

19 C. Number of shares of Micro Focus ADSs held at the close of trading on  
 20 August 28, 2019: \_\_\_\_\_. Proof of Position Enclosed  
 Yes  No

21 D. Number of shares of Micro Focus ADSs held at the close of trading on  
 22 November 26, 2019: \_\_\_\_\_. Proof of Position Enclosed  
 Yes  No

23 **YOU MUST READ AND SIGN THE RELEASE ON PAGE \_\_. FAILURE TO SIGN THE**  
 24 **RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF**  
 25 **YOUR CLAIM.**

1 **IV. SUBMISSION TO JURISDICTION OF COURT AND**  
2 **ACKNOWLEDGMENTS**

3 I (We) submit this Proof of Claim under the terms of the Stipulation described in the Notice.

4 I (We) also submit to the jurisdiction of the Superior Court of the State of California, County of San  
5 Mateo, with respect to my (our) claim as a Class Member and for purposes of enforcing the release  
6 set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of  
7 any judgment that may be entered in the Action. I (We) agree to furnish additional information to the  
8 Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other  
9 claim covering the same purchases, acquisitions or sales of Micro Focus ADSs during the relevant  
10 period and know of no other person having done so on my (our) behalf.

11 **V. RELEASE**

12 1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully,  
13 finally, and forever settle, release, and discharge from the Released Claims each and all of the  
14 "Released Parties," defined as Defendants and each and all of their Related Parties.

15 2. "Related Parties" means each of a Settling Party's past, present or future direct or  
16 indirect parents, subsidiaries, divisions, affiliates or joint ventures, as well as each of their respective  
17 present or former directors, officers, employees, partners, members, principals, agents, underwriters,  
18 insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants, auditors, financial  
19 or investment advisors or consultants, banks or investment bankers, personal or legal representatives,  
20 predecessors, successors, assigns, spouses, heirs, related or affiliated entities, any entity in which a  
21 Settling Party has a controlling interest, any member of a Settling Party's immediate family, any trust  
22 of which any Settling Party is the settlor or which is for the benefit of any Settling Party and/or  
23 member(s) of his family, and the legal representatives, heirs, successors in interest or assigns of the  
24 foregoing Persons.

25 3. "Released Claims" means any and all rights, liabilities, suits, debts, obligations,  
26 demands, damages, losses, judgment matters, issues, claims (including "Unknown Claims" as defined  
27 below), and causes of action of every nature and description whatsoever that have been or could have

1 been asserted in the Action or the Federal Action or could in the future be asserted in any forum,  
2 whether known or unknown, whether foreign or domestic, whether arising under federal, state,  
3 common, or foreign law, by Plaintiffs, Federal Plaintiff, any Settlement Class Member, or their  
4 Related Parties, whether individual, class, representative, on behalf of others, legal, equitable,  
5 regulatory, governmental, or of any other type or in any other capacity, whether brought directly or  
6 indirectly against any of the Defendants, that (i) arise out of, are based upon, or relate to in any way  
7 to any of the allegations, acts, transactions, facts, events, matters, occurrences, disclosures,  
8 statements, representations, or omissions which were or could have been alleged in the Action or the  
9 Federal Action, and (ii) arise out of, are based upon, or relate to in any way to the purchase,  
10 acquisition, holding, sale, or disposition of ADSs of Micro Focus between September 1, 2017 and  
11 August 28, 2019, inclusive. Notwithstanding the foregoing, "Released Claims" do not include any  
12 derivative or ERISA claims. "Released Claims" also do not include claims to enforce this Stipulation  
13 or claims by Defendants for or regarding insurance coverage.

14 4. "Unknown Claims" means any and all claims and potential claims against Defendants  
15 that Plaintiffs, Federal Plaintiff, or any Settlement Class Member does not know or suspect to exist  
16 in his, her, or its favor as of the Effective Date, and any claims against Plaintiffs or Federal Plaintiff  
17 that Defendants do not know or suspect to exist in their favor, which if known by him, her, or it might  
18 have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all  
19 Released Claims and Released Defendants' Claims, the Parties stipulate and agree that by operation  
20 of the Final Judgment, upon the Effective Date, the Parties shall have expressly waived, and each  
21 Settlement Class Member shall be deemed to have waived, and by operation of the Final Judgment  
22 shall have expressly waived, the provisions, rights and benefits of California Code of Civil Procedure  
23 §1542, which provides:

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

1 and any and all provisions, rights, and benefits conferred by any law of any state or territory of the  
2 United States, or principle of common law, which is similar, comparable, or equivalent to California  
3 Code of Civil Procedure §1542. A Releasing Party may hereafter discover facts in addition to or  
4 different from those which he, she, or it now knows or believes to be true with respect to the subject  
5 matter of the Released Claims, but Plaintiffs shall expressly fully, finally, and forever settle and  
6 release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and  
7 by operation of the Final Judgment shall have, fully, finally, and forever settled and released, any and  
8 all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent,  
9 whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of  
10 law or equity now existing or coming into existence in the future, including, but not limited to,  
11 conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule,  
12 without regard to the subsequent discovery or existence of such different or additional facts. The  
13 Parties acknowledge, and Settlement Class Members shall be deemed to have acknowledged, that the  
14 inclusion of "Unknown Claims" in the definition of Released Claims and Released Defendants'  
15 Claims was separately bargained for and was a key element of the Settlement.

16         5. I (We) hereby warrant and represent that I (we) have not assigned or transferred or  
17 purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this  
18 release or any other part or portion thereof.

19         6. I (We) hereby warrant and represent that I (we) have included information about all of  
20 my (our) transactions in Micro Focus ADSs or ADRs which occurred during the relevant period as  
21 well as the number of shares of Micro Focus ADSs or ADRs held by me (us) at the close of trading  
22 on August 28, 2019 and November 26, 2019.

23         I (We) declare under penalty of perjury under the laws of the United States of America that  
24 all of the foregoing information supplied on this Proof of Claim by the undersigned is true and correct.

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1 Executed this \_\_\_\_\_ day of \_\_\_\_\_  
2 (Month/Year)

3 in \_\_\_\_\_  
4 (City) (State/Country)

5 \_\_\_\_\_  
6 (Sign your name here)

7 \_\_\_\_\_  
8 (Type or print your name here)

9 \_\_\_\_\_  
10 (Capacity of person(s) signing,  
11 e.g., Beneficial Purchaser or Acquirer,  
12 Executor or Administrator)

13 **ACCURATE CLAIMS PROCESSING TAKES A**  
14 **SIGNIFICANT AMOUNT OF TIME.**  
15 **THANK YOU FOR YOUR PATIENCE.**

16 **Reminder Checklist:**

- 17 1. Please sign the above release and acknowledgment.
- 18 2. Remember to attach copies of supporting documentation.
- 19 3. **Do not send** originals of certificates or other documentation as they will not be returned.
- 20 4. Keep a copy of your Proof of Claim and all supporting documentation for your records.
- 21 5. If you desire an acknowledgment of receipt of your Proof of Claim, please send it Certified Mail, Return Receipt Requested.
- 22 6. If you move, please send your new address to the address below.
- 23 7. **Do not use red pen or highlighter** on the Proof of Claim or supporting documentation.

24 **THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE OR MAILED NO**  
25 **LATER THAN \_\_\_\_\_, 2023, ADDRESSED AS FOLLOWS:**

26 *Micro Focus Securities Litigation Settlement*  
27 Claims Administrator  
28 c/o Epiq Class Action and Claims Solutions  
P.O. Box 5459  
Portland, OR 97228-5459  
www.microfocusclassaction.com

# **EXHIBIT A-3**

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ROBBINS GELLER RUDMAN  
& DOWD LLP  
JAMES I. JACONETTE (179565)  
655 West Broadway, Suite 1900  
San Diego, CA 92101-8498  
Telephone: 619/231-1058  
619/231-7423 (fax)  
jamesj@rgrdlaw.com

COTCHETT, PITRE & MCCARTHY, LLP  
MARK C. MOLUMPBY (168009)  
TYSON REDENBARGER (294424)  
ELLE LEWIS (238329)  
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840 Malcolm Road, Suite 200  
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SCOTT+SCOTT ATTORNEYS AT LAW LLP  
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Class Counsel for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN MATEO

In re MICRO FOCUS INTERNATIONAL  
PLC SECURITIES LITIGATION

Lead Case No. 18CIV01549

CLASS ACTION

This Document Relates To:  
  
ALL ACTIONS.

EXHIBIT A-3 - SUMMARY NOTICE OF  
PROPOSED SETTLEMENT OF CLASS  
ACTION

Assigned for All Purposes to:  
Hon. Marie S. Weiner, Dept. 2  
Date Action Filed: 03/28/18

1 **TO: ALL PERSONS AND ENTITIES WHO PURCHASED OR ACQUIRED AMERICAN**  
2 **DEPOSITARY SHARES (“ADSs”) OR AMERICAN DEPOSITARY RECEIPTS**  
3 **“(ADRs”) OF MICRO FOCUS INTERNATIONAL plc (“MICRO FOCUS” OR**  
4 **“COMPANY”), OR RIGHTS TO RECEIVE SUCH ADSs OR ADRs, (A) DURING**  
5 **THE PERIOD BETWEEN SEPTEMBER 1, 2017 AND AUGUST 28, 2019,**  
6 **INCLUSIVE (“SETTLEMENT CLASS PERIOD”), OR (B) PURSUANT OR**  
7 **TRACEABLE TO THE REGISTRATION STATEMENTS ON FORMS F-4 AND F-6**  
8 **AND PROSPECTUS ISSUED IN CONNECTION WITH THE MERGER OF MICRO**  
9 **FOCUS AND THE SOFTWARE BUSINESS UNIT OF HEWLETT PACKARD**  
10 **ENTERPRISE COMPANY (“HPE”) (OR THEIR SUBSIDIARIES) (“MERGER”),**  
11 **AND WHO ARE NOT OTHERWISE EXCLUDED THEREFROM (“SETTLEMENT**  
12 **CLASS” OR “SETTLEMENT CLASS MEMBERS”)**

13 **THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER**  
14 **SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.**

15 YOU ARE HEREBY NOTIFIED that a hearing will be held on \_\_\_\_\_, 2023, at \_\_\_\_\_.m.,  
16 before the Honorable Marie S. Weiner at the Superior Court of California, County of San Mateo,  
17 Department 2, Courtroom 2E, 400 County Center, Redwood City, CA 94063, to determine whether:  
18 (1) the proposed settlement (the “Settlement”) of the above-captioned action as set forth in the  
19 Stipulation of Settlement (“Stipulation”)<sup>1</sup> for \$107,500,000 in cash should be approved by the Court  
20 as fair, reasonable and adequate; (2) the Final Judgment as provided under the Stipulation should be  
21 entered; (3) to award Plaintiffs’ Counsel attorneys’ fees and expenses out of the Settlement Fund (as  
22 defined in the Notice of Proposed Settlement of Class Action (“Notice”), which is discussed below);  
23 (4) to grant awards to Plaintiffs and the Federal Plaintiff out of the Settlement Fund for their efforts  
24 in representing the Settlement Class; and (5) the Plan of Allocation should be approved by the Court  
25 as fair, reasonable and adequate.

26 This Action is a consolidated securities class action, brought on behalf of those Persons who  
27 purchased or acquired Micro Focus ADSs/ADRs during the period from September 1, 2017 through  
28 August 28, 2019, inclusive, or pursuant or traceable to the Registration Statements and Prospectus on  
Forms F-4 and F-6 issued in connection with the Merger (collectively, the “Materials”), against Micro  
Focus, HPE, and certain of their Officers and/or directors (collectively, “Defendants”) for allegedly  
misstating and/or omitting material facts from the Materials. Plaintiffs allege that these purportedly

<sup>1</sup> The Stipulation can be viewed and/or obtained at [www.microfocusclassaction.com](http://www.microfocusclassaction.com). Capitalized terms not defined herein are defined in the Stipulation.



1 false and misleading statements inflated the price of the ADSs/ADRs, resulting in damage to  
2 Settlement Class Members. Defendants have denied, and continue to deny, all of Plaintiffs'  
3 allegations and claims – including the allegation that any material facts were misstated in or omitted  
4 from the Materials – as well as any and all assertions of wrongdoing or liability of any kind.  
5 Defendants deny that they have violated any aspects of the securities laws of the United States, and  
6 there has been no finding of liability or wrongdoing by, on the part of, or against, any Defendant.

7 IF YOU PURCHASED OR ACQUIRED MICRO FOCUS ADSs OR ADRs BETWEEN  
8 SEPTEMBER 1, 2017 THROUGH AND INCLUDING AUGUST 28, 2019, YOUR RIGHTS MAY  
9 BE AFFECTED BY THE SETTLEMENT OF THIS ACTION.

10 To share in the distribution of the Settlement Fund, you must establish your rights by  
11 submitting a Proof of Claim and Release form (“Proof of Claim”) by mail (**postmarked no later**  
12 **than \_\_\_\_\_, 2023**) or electronically (**no later than \_\_\_\_\_, 2023**). Your failure to submit  
13 your Proof of Claim by \_\_\_\_\_, 2023, will subject your claim to rejection and preclude your receiving  
14 any of the recovery in connection with the Settlement of this Action. If you are a member of the  
15 Settlement Class and do not request exclusion therefrom, you will be bound by the Settlement and  
16 any judgment and release entered in the Action, including, but not limited to, the Final Judgment,  
17 whether or not you submit a Proof of Claim.

18 If you have not received a copy of the Notice, which more completely describes the Settlement  
19 and your rights thereunder (including your right to object to the Settlement), and a Proof of Claim  
20 form, you may obtain these documents, as well as a copy of the Stipulation (which, among other  
21 things, contains definitions for the defined terms used in this Summary Notice) and other settlement  
22 documents, online at [www.microfocusclassaction.com](http://www.microfocusclassaction.com) or by contacting the Claims Administrator:

23 *Micro Focus Securities Litigation Settlement*  
24 c/o Epiq Class Action and Claims Solutions  
25 P.O. Box 5459  
26 Portland, OR 97228-5459  
27 Telephone: 855/604-1743  
28 Email: [info@microfocusclassaction.com](mailto:info@microfocusclassaction.com)

Inquiries should NOT be directed to Defendants, the Court, or the Clerk of the Court.

1           Inquiries, other than requests for the Notice or for a Proof of Claim form, may be made to the  
2 following representatives of Plaintiffs' Counsel:

3                                   ROBBINS GELLER RUDMAN & DOWD LLP  
4   Joseph Russello  
5   58 South Service Road, Suite 200  
6   Melville, NY 11747  
7   Telephone: 631/367-7100

8                                   COTCHETT, PITRE & McCARTHY, LLP  
9   Mark C. Molumphy  
10    840 Malcolm Road, Suite 200  
11    Burlingame, CA 94010  
12    Telephone: 650/697-6000

13           IF YOU DESIRE TO BE EXCLUDED FROM THE SETTLEMENT CLASS, YOU MUST  
14 SUBMIT A REQUEST FOR EXCLUSION **POSTMARKED BY** \_\_\_\_\_, **2023**, IN THE  
15 MANNER AND FORM EXPLAINED IN THE NOTICE. ALL MEMBERS OF THE  
16 SETTLEMENT CLASS WHO HAVE NOT REQUESTED EXCLUSION FROM THE  
17 SETTLEMENT CLASS WILL BE BOUND BY THE SETTLEMENT EVEN IF THEY DO NOT  
18 SUBMIT A TIMELY PROOF OF CLAIM. IF YOU PREVIOUSLY REQUESTED EXCLUSION  
19 FROM THE CERTIFIED CLASS LAST YEAR, YOU DO NOT NEED TO DO SO AGAIN.

20           IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU HAVE THE RIGHT TO OBJECT  
21 TO THE SETTLEMENT, THE PLAN OF ALLOCATION, THE REQUEST BY PLAINTIFFS'  
22 COUNSEL FOR AN AWARD OF ATTORNEYS' FEES AND EXPENSES, AND/OR THE  
23 REQUEST FOR AN AWARD TO PLAINTIFFS AND/OR THE FEDERAL PLAINTIFF FOR  
24 THEIR EFFORTS IN REPRESENTING THE SETTLEMENT CLASS. ANY OBJECTIONS  
25 MUST BE FILED WITH THE COURT AND SENT TO PLAINTIFFS' COUNSEL BY  
26 \_\_\_\_\_, **2023**, IN THE MANNER AND FORM EXPLAINED IN THE NOTICE.

27           DATED: \_\_\_\_\_

28                                   HONORABLE MARIE S. WEINER  
  SUPERIOR COURT JUDGE FOR THE  
  STATE OF CALIFORNIA, COUNTY OF SAN  
  MATEO