

EXHIBIT 1

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

16 LOGAN HESSEFORT, Individually and on)	Lead Case No. 4:18-cv-00838-JST
17 Behalf of All Others Similarly Situated,)	
18 Plaintiff,)	<u>CLASS ACTION</u>
19 vs.)	STIPULATION OF SETTLEMENT
20 SUPER MICRO COMPUTER, INC., et al.,)	
21 Defendants.)	

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1 This Stipulation of Settlement (the “Stipulation”) is made and entered into by and between
2 Lead Plaintiff New York Hotel Trades Council & Hotel Association of New York City, Inc. Pension
3 Fund (“Lead Plaintiff” or the “Fund”), on behalf of itself and the proposed Class (defined below), on
4 the one hand, by and through its counsel of record in the Action (as defined herein), and Defendants
5 Super Micro Computer, Inc. (“Super Micro” or the “Company”), Charles Liang, Howard Hideshima,
6 and Yih-Shyan (Wally) Liaw (collectively, “Defendants”) on the other hand, by and through their
7 counsel of record in the Action.

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

10 **I. THE LITIGATION**

11 This is a consolidated securities class action brought against Defendants by the Fund
12 individually and on behalf of all persons or entities that purchased or otherwise acquired Super
13 Micro common stock between August 5, 2016 and January 30, 2018, inclusive (the “Class Period”).

14 On February 8, 2018, the initial complaint in *Hessefort v. Super Micro Computers, Inc., et*
15 *al.*, No. 4:18-cv-00838-JST, was filed in the United States District Court for the Northern District of
16 California (the “Court”). On April 9, 2018, the Fund moved for appointment as Lead Plaintiff and
17 approval of its selection of counsel.

18 On May 25, 2018, the Court issued an order appointing the Fund as lead plaintiff and
19 approving its selection of Robbins Geller Rudman & Dowd LLP as lead counsel.

20 Lead Plaintiff filed the Consolidated Class Action Complaint for Violation of the Federal
21 Securities Laws on September 24, 2018, alleging violations of §§10(b) and 20(a) of the Securities
22 Exchange Act of 1934 (“1934 Act”). On January 22, 2019, Lead Plaintiff filed its First Amended
23 Consolidated Class Action Complaint for Violation of the Federal Securities Laws. Defendants filed
24 their motions to dismiss that complaint on March 8, 2019. Lead Plaintiff filed its opposition to the
25 motions to dismiss on April 22, 2019.

26 On June 21, 2019, Lead Plaintiff filed the Second Amended Consolidated Class Action
27 Complaint for Violation of the Federal Securities Laws. Defendants moved to dismiss that
28 complaint on July 26, 2019. Lead Plaintiff filed its opposition to the motions to dismiss on August

1 30, 2019, and Defendants filed their replies on September 27, 2019. On March 23, 2020, the Court
2 granted the motions to dismiss with leave to amend.

3 On April 22, 2020, Lead Plaintiff filed its Third Amended Consolidated Class Action
4 Complaint for Violation of the Federal Securities Laws, and Defendants filed their motions to
5 dismiss on June 5, 2020. Lead Plaintiff filed its opposition to the motions to dismiss on July 22,
6 2020, and Defendants filed their replies on August 21, 2020. On August 26, 2020, Lead Plaintiff
7 filed a Notice of Recent Authorities, submitting to the Court the SEC's orders instituting cease-and-
8 desist proceedings against defendants Super Micro, Liang and Hideshima.

9 On September 16, 2020, the Court held a conference with the parties and ordered them to
10 provide the Court with a joint or competing proposal regarding a forthcoming amended complaint
11 incorporating information from the SEC's orders.

12 On October 14, 2020, Lead Plaintiff filed the Fourth Amended Consolidated Class Action
13 Complaint for Violation of the Federal Securities Laws (the "Complaint"). On October 28, 2020,
14 Defendants supplemented their existing motions to dismiss and Lead Plaintiff filed a supplemental
15 brief in opposition to the motions to dismiss on November 12, 2020. On November 25, 2020,
16 Defendants filed supplemental reply briefs. On March 29, 2021, the Court issued an order granting
17 in part, and denying in part, the motions to dismiss. Defendants answered the Complaint on April
18 30, 2021.

19 Following the Court's order on the motions to dismiss, Lead Plaintiff and Defendants
20 commenced fact discovery, including document requests and interrogatories directed to the parties
21 and subpoenas *duces tecum* directed to third parties, including the SEC, the Company's auditors,
22 accountants, consultants and securities analysts. The parties negotiated and provided to the Court a
23 [Proposed] Joint Stipulated Protective Order, which was entered by the Court on June 24, 2021.

24 On September 1, 2021, Lead Plaintiff filed its motion to certify the class, appoint class
25 representative, and appoint class counsel. Defendants requested and received documents from Lead
26 Plaintiff and subpoenaed and received documents from its investment manager Rice Hall James.
27 Defendants took the investment manager's deposition on December 8, 2021. Defendants took the
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1 deposition of Lead Plaintiff's expert on market efficiency on January 21, 2022. On January 31,
2 2022, Defendants filed a notice of non-opposition to Lead Plaintiff's class certification motion.

3 On December 2, 2021, the parties attended a full-day mediation with Michelle Yoshida of
4 Phillips ADR. In advance of the mediation, the parties exchanged and provided to Ms. Yoshida
5 detailed confidential mediation briefs with supporting exhibits. The parties negotiated in good faith
6 but did not reach an agreement, and litigation continued. The parties continued their negotiation
7 efforts while litigating the Action. After extensive negotiations, on March 11, 2022, the parties
8 reached an agreement-in-principle to settle the case on the terms set forth herein.

9 **II. LEAD PLAINTIFF'S CLAIMS AND BENEFITS OF SETTLEMENT**

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

20 **III. DEFENDANTS' DENIALS OF LIABILITY**

21 Defendants have denied and continue to deny each and all of the claims, contentions, and
22 allegations made by Lead Plaintiff in the Action. They have expressly denied and continue to deny
23 that they have violated the federal securities laws or any other laws, or have otherwise misled
24 investors as alleged in the Action. Defendants have denied and continue to deny the allegations that
25 any of the Defendants made any material misstatements or omissions or engaged in any fraudulent
26 scheme, and that any member of the Class has suffered damages resulting from the conduct alleged
27 in the Action. In addition, Defendants maintain that they have meritorious defenses to the claims
28 alleged in the Action.

1 Nonetheless, Defendants have concluded that further litigation could be protracted,
2 burdensome, expensive, and distracting. Defendants also have taken into account the uncertainty,
3 risks, and costs inherent in any litigation, especially in complex cases such as this Action.
4 Defendants have, therefore, determined that it is desirable and beneficial to them that the Action be
5 fully, finally, and forever resolved, discharged, and settled in the manner and upon the terms and
6 conditions set forth in this Stipulation.

7 NOW THEREFORE, without any concession by Lead Plaintiff that the Action lacks merit,
8 and without any concession by Defendants of any liability or wrongdoing or truth as to the
9 allegations of Lead Plaintiff or lack of merit in Defendants' defenses, it is hereby **STIPULATED**
10 **AND AGREED**, by and among the parties to this Stipulation ("Parties"), through their respective
11 attorneys, subject to approval by the Court pursuant to Rule 23(e) of the Federal Rules of Civil
12 Procedure, that, in consideration of the benefits flowing to the Parties hereto, all Released Claims
13 (including Unknown Claims) and all Released Defendants' Claims (including Unknown Claims), as
14 against all Released Parties, shall be fully, finally, and forever compromised, settled, released,
15 discharged, and dismissed with prejudice, and without costs (except as provided in the Stipulation),
16 upon and subject to the following terms and conditions:

17 **1. Definitions**

18 As used in this Stipulation, the following terms shall have the meanings set forth below.

19 1.1 "Action" means the civil action captioned *Hessefort v. Super Micro Computer, Inc.,*
20 *et al.*, No. 4:18-cv-00838-JST (N.D. Cal.), pending in the United States District Court for the
21 Northern District of California before the Honorable Jon S. Tigar.

22 1.2 "Authorized Claimant" means a Class Member whose claim for recovery from the
23 Settlement has been allowed pursuant to the terms of the Stipulation.

24 1.3 "Claims Administrator" means the firm of Gilardi & Co. LLC. Defendants shall have
25 no involvement in the retention of the Claims Administrator or any other claims administrator.

26 1.4 "Class" or "Class Member" means all Persons that purchased or acquired Super
27 Micro common stock between August 5, 2016 and January 30, 2018, inclusive. Excluded from the
28 Class are: (i) Defendants; (ii) members of the immediate families of the Individual Defendants; (iii)

1 Super Micro’s subsidiaries; (iv) the officers and directors of Super Micro during the Class Period;
2 (v) any entity in which any Defendant has a controlling interest; and (vi) the legal representatives,
3 heirs, successors and assigns of any such excluded person or entity. Also excluded from the Class
4 will be any Person who timely and validly seeks exclusion from the Class.

5 1.5 “Class Period” means the period from August 5, 2016 through January 30, 2018,
6 inclusive.

7 1.6 “Defendants” means Super Micro, Charles Liang, Howard Hideshima, and Yih-Shyan
8 (Wally) Liaw.

9 1.7 “Defendants’ Counsel” means the law firms of Jones Day, Paul Hastings LLP, and
10 Bergeson LLP.

11 1.8 “Effective Date” means the date upon which the Settlement shall have become
12 effective, as set forth in ¶7.1, below.

13 1.9 “Escrow Account” means the separate escrow account designated and controlled by
14 Lead Counsel into which the Settlement Amount will be deposited for the benefit of the Class.

15 1.10 “Escrow Agent” means Lead Counsel.

16 1.11 “Fee and Expense Application” means Lead Counsel’s application for an award of
17 attorneys’ fees and litigation expenses, and any award to Lead Plaintiff pursuant to 15 U.S.C. §78u-
18 4(a)(4) of the PSLRA in connection with its representation of the Class.

19 1.12 “Final” means, with respect to any order of court, including, without limitation, the
20 Judgment, that such order represents a final and binding determination of all issues within its scope
21 and is not subject to further review on appeal or otherwise. Without limitation, an order becomes
22 “Final” when: (i) no appeal has been filed and the prescribed time for commencing any appeal has
23 expired; or (ii) an appeal has been filed and either (a) the appeal has been dismissed and the
24 prescribed time, if any, for commencing any further appeal has expired, or (b) the order has been
25 affirmed in all material respects and the prescribed time, if any, for commencing any further appeal
26 has expired. For purposes of this definition of “Final,” an “appeal” includes any motion to alter or
27 amend under Rule 52(b) or Rule 59(e) of the Federal Rules of Civil Procedure, any appeal as of
28 right, discretionary appeal, interlocutory appeal, petition for writ of certiorari, or other proceeding

1 involving writs of certiorari or mandamus, and any other proceedings of like kind. However, any
2 appeal or proceeding seeking subsequent judicial review pertaining solely to the Plan of Allocation,
3 or to the Court's award of attorneys' fees or expenses, shall not in any way delay or affect the time
4 set forth above for the Judgment to become Final or otherwise preclude the Judgment from
5 becoming Final.

6 1.13 "Individual Defendants" means Charles Liang, Howard Hideshima, and Yih-Shyan
7 (Wally) Liaw.

8 1.14 "Judgment" means the proposed judgment to be entered by the Court approving the
9 Settlement, substantially in the form attached hereto as Exhibit B.

10 1.15 "Lead Counsel" means Robbins Geller Rudman & Dowd LLP.

11 1.16 "Lead Plaintiff" means New York Hotel Trades Council & Hotel Association of New
12 York City, Inc. Pension Fund.

13 1.17 "Lead Plaintiff's Counsel" means Robbins Geller Rudman & Dowd LLP, Pitta LLP,
14 and Labaton Sucharow LLP.

15 1.18 "Net Settlement Fund" means the Settlement Fund less: (i) Court-awarded attorneys'
16 fees and expenses and any award to Lead Plaintiff pursuant to 15 U.S.C. §78u-4(a)(4); (ii) Notice
17 and Administration Expenses; (iii) Taxes and Tax Expenses; and (iv) any other fees or expenses
18 approved by the Court.

19 1.19 "Notice" means the Notice of Pendency and Proposed Settlement of Class Action to
20 be sent to Class Members, which shall be substantially in the form attached hereto as Exhibit A-1.

21 1.20 "Person(s)" means any individual, corporation (including all divisions and
22 subsidiaries), general or limited partnership, limited liability partnership, domestic partnership,
23 marital community, association, joint stock company, joint venture, or joint venturer, limited liability
24 company, professional corporation, estate, legal representative, trust, unincorporated association,
25 government or any political subdivision or agency thereof, and any other business or legal entity.

26 1.21 "Plan of Allocation" means the plan for allocating the Net Settlement Fund as set
27 forth in the Notice, or such other plan of allocation as the Court may approve.

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1 1.22 “Preliminary Approval Order” means the proposed Order Preliminarily Approving
2 Settlement and Providing for Notice, substantially in the form attached hereto as Exhibit A.

3 1.23 “Proof of Claim” or “Claim Form” means the Proof of Claim for submitting a claim,
4 which shall be substantially in the form attached hereto as Exhibit A-2.

5 1.24 “Related Persons” means, with respect to the Defendants, each and all of their
6 respective present or former parents, subsidiaries, affiliates, successors and assigns, and each and all
7 of the present or former officers, directors, employees, employers, attorneys, accountants, financial
8 advisors, commercial bank lenders, insurers, reinsurers, investment bankers, representatives, general
9 and limited partners and partnerships, heirs, executors, administrators, successors, affiliates, agents,
10 spouses, associates, and assigns of each or any of them or any trust of which any Defendant is the
11 settlor or which is for the benefit of any Defendant and any entity in which any such Defendant has a
12 controlling interest.

13 1.25 “Released Claims” means any and all claims, rights, liabilities, and causes of action
14 of every nature and description, including both known claims and Unknown Claims (as defined
15 below), whether contingent or absolute, asserted or unasserted, mature or unmature, discoverable or
16 undiscoverable, liquidated or unliquidated, accrued or unaccrued, including those that are concealed
17 or hidden, regardless of legal or equitable theory, that both (i) arise out of, are based upon, or are
18 related in any way to the allegations, acts, facts, matters, occurrences, disclosures, filings,
19 statements, representations, or omissions that were or could have been alleged by Lead Plaintiff and
20 all other Class Members in the Action whether arising under federal, state, local, common or foreign
21 law, or any other law, rule, or regulation, whether class or individual in nature, and (ii) relate to the
22 purchase or acquisition of Super Micro common stock during the Class Period. Notwithstanding the
23 foregoing, “Released Claims” does not include claims relating to the enforcement of the Settlement,
24 claims related to any derivative action based on similar allegations, or claims under or against the
25 Super Micro Computer, Inc. Fair Fund.

26 1.26 “Released Defendant Parties” means each and all of the Defendants, and each of their
27 Related Persons.

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1 1.27 “Released Defendants’ Claims” means all claims and causes of action of every nature
2 and description, including both known claims and Unknown Claims (as defined below), whether
3 arising under federal, state, common or foreign law, or any other law, that Defendants could have
4 asserted against any of the Released Plaintiff Parties, including Lead Plaintiff’s Counsel and Class
5 Members, that arise out of or relate in any way to the institution, prosecution, or settlement of the
6 claims in the Action, except for claims relating to the enforcement of the Settlement.

7 1.28 “Released Parties” means the Released Defendant Parties and the Released Plaintiff
8 Parties.

9 1.29 “Released Plaintiff Parties” means the Lead Plaintiff, each and every Class Member,
10 Lead Plaintiff’s Counsel, and each of their respective past or present trustees, officers, directors,
11 partners, employees, contractors, auditors, principals, agents, attorneys, predecessors, successors,
12 assigns, insurers, parents, subsidiaries, general or limited partners or partnerships, and limited
13 liability companies; and the spouses, members of the immediate families, representatives, and heirs
14 of any Released Plaintiff Party who is an individual, as well as any trust of which any Released
15 Plaintiff Party is the settlor or which is for the benefit of any of their immediate family members.
16 Released Plaintiff Parties does not include any Person who timely and validly seeks exclusion from
17 the Class.

18 1.30 “Settlement” means the resolution of the Action in accordance with the terms and
19 provisions of the Stipulation.

20 1.31 “Settlement Amount” means eighteen million, two-hundred and fifty thousand U.S.
21 dollars (\$18,250,000.00) in cash.

22 1.32 “Settlement Fund” means the Settlement Amount and any interest earned thereon.

23 1.33 “Settlement Hearing” means the hearing to be held by the Court to determine whether
24 (i) the Settlement is fair, reasonable, and adequate and should be approved; (ii) the Plan of
25 Allocation is fair, reasonable, and adequate and should be approved; and (iii) Lead Counsel’s request
26 for an award of attorneys’ fees and expenses should be approved.

27 1.34 “Settling Parties” means Lead Plaintiff, on behalf of the Class, and Defendants.

28 1.35 “Stipulation” means this Stipulation of Settlement.

1 1.36 “Summary Notice” means the Summary Notice for publication, which shall be
2 substantially in the form attached hereto as Exhibit A-3.

3 1.37 “Tax Expenses” means expenses and costs incurred in connection with the calculation
4 and payment of taxes or the preparation of tax returns and related documents, including, without
5 limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs relating to
6 filing (or failing to file) the returns described in ¶2.8.

7 1.38 “Taxes” means all taxes (including any estimated taxes, interest or penalties) arising
8 with respect to the income earned by the Settlement Fund as described in ¶2.8.

9 1.39 “Unknown Claims” means any and all Released Claims that Lead Plaintiff or any
10 other Class Member does not know or suspect to exist in his, her, or its favor at the time of the
11 release of the Released Defendant Parties, and any and all Released Defendants’ Claims that any
12 Defendant does not know or suspect to exist in his, her or its favor, which if known by him, her or it,
13 might have affected his, her or its decision to enter into this Settlement, execute this Stipulation, and
14 agree to all the various releases set forth herein, or might have affected his, her or its decision not to
15 object to this Settlement or not exclude himself, herself or itself from the Class. Unknown Claims
16 include, without limitation, those claims in which some or all of the facts composing the claim may
17 be unsuspected, undisclosed, concealed, or hidden. With respect to any and all Released Claims and
18 Released Defendants’ Claims, the Released Parties stipulate and agree that, upon the Effective Date,
19 Lead Plaintiff and Class Members (as regards the Released Claims) and the Defendants (as regards
20 the Released Defendants’ Claims) shall expressly waive and relinquish, and each Class Member
21 shall be deemed to have and by operation of law and of the Judgment shall have, expressly waived
22 and relinquished, to the fullest extent permitted by law, any and all provisions, rights and benefits
23 conferred by California Civil Code §1542, or any law of any state or territory of the United States, or
24 principle of common law or of international or foreign law, which is similar, comparable, or
25 equivalent to Cal. Civ. Code §1542, which provides:

26 **A general release does not extend to claims that the creditor or releasing**
27 **party does not know or suspect to exist in his or her favor at the time of**
28 **executing the release and that, if known by him or her, would have materially**
 affected his or her settlement with the debtor or released party.

1 **2. The Settlement**

2 **a. The Settlement Fund**

3 2.1 In full settlement of the Released Claims, Defendants shall cause the Settlement
4 Amount to be transferred to an account controlled by the Escrow Agent no later than twenty-one
5 (21) calendar days after the later of: (i) entry of the Preliminary Approval Order; or (ii) the provision
6 to Defendants of information necessary to effectuate a payment of funds, including, without
7 limitation, the beneficiary account name, the U.S. bank name, address, account number and ABA
8 bank code (*i.e.*, routing number), the payment reference, a completed W-9 form for the payee, and
9 payee instructions for payment by check (the later of the foregoing (i) and (ii) being hereinafter
10 referred to as the “Payment Date”). These funds, together with any interest and income earned
11 thereon once transferred, shall constitute the Settlement Fund.

12 2.2 If the entire Settlement Amount is not deposited into the Escrow Account by the
13 Payment Date, Lead Counsel may terminate the Settlement but only if: (i) Defendants have received
14 from Lead Counsel written notice of Lead Counsel’s intention to terminate the Settlement; and (ii)
15 the entire Settlement Amount is not transferred to the Escrow Account within three (3) business days
16 after Lead Counsel has provided such written notice.

17 **b. The Escrow Agent**

18 2.3 The Escrow Agent shall invest the Settlement Fund deposited pursuant to ¶2.1 hereof
19 in instruments backed by the full faith and credit of the United States Government or fully insured by
20 the United States Government or an agency thereof and shall reinvest the proceeds of these
21 instruments as they mature in similar instruments at their then-current market rates. All costs and
22 risks related to the investment of the Settlement Fund in accordance with the guidelines set forth in
23 this paragraph shall be borne by the Settlement Fund.

24 2.4 The Escrow Agent shall not disburse the Settlement Fund except: (a) as provided in
25 the Stipulation; (b) by an order of the Court; or (c) with the written agreement of counsel for the
26 Settling Parties.

27 2.5 Subject to further order(s) and/or directions as may be made by the Court, or as
28 provided in the Stipulation, the Escrow Agent is authorized to execute such transactions as are

1 provided for under the terms of the Stipulation. The Released Parties shall have no responsibility
2 for, interest in, or liability whatsoever with respect to, the actions of the Escrow Agent, or any
3 transaction executed by the Escrow Agent.

4 2.6 All funds held by the Escrow Agent shall be deemed and considered to be in *custodia*
5 *legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such
6 funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

7 2.7 Prior to the Effective Date and without further order of the Court, up to \$500,000 of
8 the Settlement Fund may be used by Lead Counsel to pay reasonable costs and expenses actually
9 incurred in connection with providing notice to the Class, locating Class Members, soliciting claims,
10 assisting with the submission of claims, processing Proofs of Claim, administering and preparations
11 for distributing the Net Settlement Fund to Authorized Claimants, and paying escrow fees and costs,
12 if any (“Notice and Administration Expenses”). After the Effective Date, Lead Counsel may pay all
13 further reasonable Notice and Administration Expenses, regardless of amount, without further order
14 of the Court.

15 **c. Taxes**

16 2.8 (a) The Settling Parties agree to treat the Settlement Fund as being at all times a
17 “Qualified Settlement Fund” within the meaning of Treasury Regulation §1.468B-1. In addition, the
18 Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions
19 of this ¶2.8, including the “relation-back election” (as defined in Treasury Regulation §1.468B-1)
20 back to the earliest permitted date. Such elections shall be made in compliance with the procedures
21 and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to
22 timely and properly prepare and deliver the necessary documentation for signature by all necessary
23 parties, and thereafter to cause the appropriate filing to occur.

24 (b) For the purpose of §1.468B of the Internal Revenue Code of 1986, as
25 amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow
26 Agent. The Escrow Agent shall timely and properly file all informational and other tax returns
27 necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns
28 described in Treasury Regulation §1.468B-2(k)). Such returns (as well as the election described in

1 ¶2.8(a) hereof) shall be consistent with this ¶2.8 and in all events shall reflect that all Taxes
2 (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund
3 shall be paid out of the Settlement Fund as provided in ¶2.8(c) hereof.

4 (c) All (a) Taxes (including any estimated Taxes, interest, or penalties) arising
5 with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that
6 may be imposed upon the Released Defendant Parties or their counsel with respect to any income
7 earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a
8 “Qualified Settlement Fund” for federal or state income tax purposes, and (b) Tax Expenses,
9 including expenses and costs incurred in connection with the operation and implementation of this
10 ¶2.8 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and
11 distribution costs and expenses relating to filing (or failing to file) the returns described in this ¶2.8),
12 shall be paid out of the Settlement Fund; in all events the Released Defendant Parties and their
13 counsel shall have no liability or responsibility for the Taxes or the Tax Expenses. Further, Taxes
14 and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement
15 Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order
16 from the Court, and the Escrow Agent shall be obligated (notwithstanding anything herein to the
17 contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such
18 amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well
19 as any amounts that may be required to be withheld under Treasury Regulation §1.468B-2(1)(2));
20 neither the Released Defendant Parties nor their counsel are responsible nor shall they have any
21 liability therefor. The Settling Parties hereto agree to cooperate with the Escrow Agent, each other,
22 and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions
23 of this ¶2.8.

24 **d. Termination of Settlement**

25 2.9 In the event the Stipulation is not approved or is terminated, canceled, or fails to
26 become effective for any reason, including, without limitation, in the event the Stipulation is not
27 approved or Judgment is reversed or vacated following any appeal taken therefrom, the Settlement
28 Fund (including accrued interest), less expenses actually incurred or due and owing for Notice and

1 Administration Expenses, Taxes or Tax Expenses pursuant to ¶¶2.7 or 2.8, shall be refunded
2 pursuant to ¶¶6.2 and 7.4 and to written instructions from Defendants' Counsel to the party, parties
3 or insurers that paid the Settlement Amount within twenty-one (21) calendar days from the date of
4 the notice from counsel for Defendants pursuant to ¶7.4.

5 **3. Preliminary Approval Order and Settlement Hearing**

6 3.1 Promptly after execution of the Stipulation, Lead Counsel shall submit the Stipulation
7 together with its exhibits (the "Exhibits") to the Court and shall apply for entry of an order (the
8 "Preliminary Approval Order"), requesting, *inter alia*, the preliminary approval of the Settlement set
9 forth in the Stipulation, certification of the Class and appointment of Lead Counsel as counsel for the
10 Class for settlement purposes only, and approval for the mailing of the Notice and publication of the
11 Summary Notice, in the forms of Exhibits A-1 and A-3, respectively, attached hereto. The Notice
12 shall include the general terms of the Settlement set forth in the Stipulation, the proposed Plan of
13 Allocation, the general terms of the Fee and Expense Application, and the date of the Settlement
14 Hearing.

15 3.2 Lead Counsel shall request that, after notice is given to the Class, the Court hold the
16 Settlement Hearing and approve the Settlement of the Action as set forth herein. At or after the
17 Settlement Hearing, Lead Counsel also shall request that the Court approve the proposed Plan of
18 Allocation and the Fee and Expense Application.

19 **4. Releases**

20 4.1 Upon the Effective Date, Lead Plaintiff and each of the Class Members (who have not
21 validly opted out of the Class), on behalf of themselves, and their respective former and present
22 officers, directors, employees, agents, affiliates, parents, subsidiaries, insurers, reinsurers, heirs,
23 executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be
24 deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever
25 released, relinquished, waived, and discharged against the Released Defendant Parties (whether or
26 not such Class Members execute and deliver the Proof of Claim) any and all Released Claims
27 (including, without limitation, Unknown Claims).

1 4.2 Upon the Effective Date, Lead Plaintiff and each of the Class Members (who have not
2 validly opted out of the Class) shall be permanently barred and enjoined from the institution,
3 maintenance, prosecution, or enforcement against any Released Defendant Party, in any state or
4 federal court or arbitral forum, or in the court of any foreign jurisdiction, of any and all Released
5 Claims (including, without limitation, Unknown Claims). The Court shall retain exclusive
6 jurisdiction to interpret and enforce the permanent injunction described in this paragraph.

7 4.3 The Proof of Claim to be executed by Class Members shall release all Released
8 Claims against the Released Defendant Parties and shall be substantially in the form contained in
9 Exhibit A-2 attached hereto; provided, however, that the failure of a Class Member to submit such
10 Proof of Claim shall have no effect on the provisions of the foregoing ¶¶4.1 and 4.2, inclusive,
11 which shall remain in full force and effect as to each of the Class Members (who have not validly
12 opted out of the Class) irrespective of any lack of submission of a Proof of Claim.

13 4.4 Upon the Effective Date, each of the Released Defendant Parties, on behalf of
14 themselves, and their respective former and present officers, directors, employees, agents, affiliates,
15 parents, subsidiaries, insurers, reinsurers, heirs, executors, administrators, predecessors, successors,
16 and assigns in their capacities as such, shall be deemed to have, and by operation of the Judgment
17 shall have, fully, finally, and forever released, relinquished, and discharged the Released Plaintiff
18 Parties, including Lead Plaintiff's Counsel, from all Released Defendants' Claims (including,
19 without limitation, Unknown Claims). For the avoidance of doubt, the releases, relinquishments and
20 discharges provided by the Released Defendant Parties in this Stipulation do not include the release,
21 relinquishment or discharge of any claim or cause of action that any of the Released Defendant
22 Parties may have against an insurer for, arising out of or related to insurance coverage for, arising
23 out of or related to the Action or any related matter or proceeding, including any derivative action
24 based on similar allegations.

25 **5. Administration and Calculation of Claims, Final Awards, and**
26 **Supervision and Distribution of the Settlement Fund**

27 5.1 The Claims Administrator, subject to such supervision and direction of the Court as
28 may be necessary or as circumstances may require, shall provide notice of the Settlement to the

1 Class, shall administer and calculate the claims submitted by Class Members, and shall oversee
2 distribution of the Net Settlement Fund to Authorized Claimants.

3 5.2 Within ten (10) calendar days after the Court enters the Preliminary Approval Order,
4 Super Micro shall provide Lead Counsel or the Claims Administrator, without any charge to Lead
5 Plaintiff or the Class, record shareholder lists, as appropriate for providing notice to the Class. The
6 parties shall determine an appropriate electronic format for provision of this information.

7 5.3 In accordance with the schedule set forth in the Preliminary Approval Order, Lead
8 Counsel will cause the Notice, substantially in the form of Exhibit A-1 attached hereto, and a Proof
9 of Claim, substantially in the form of Exhibit A-2 attached hereto, to be mailed by the Claims
10 Administrator to all shareholders of record, or nominees. The Notice and Proof of Claim shall also
11 be posted on the Settlement website. In accordance with the schedule set forth in the Preliminary
12 Approval Order, the Summary Notice, substantially in the form of Exhibit A-3 attached hereto, will
13 also be published once in the national edition of *The Wall Street Journal* and once over a national
14 newswire service. The cost of providing such notice shall be paid out of the Settlement Fund.

15 5.4 The Settlement Fund shall be applied as follows:

16 (a) to pay all Notice and Administration Expenses;
17 (b) to pay all Taxes and Tax Expenses described in ¶2.8 hereof;
18 (c) to pay Lead Counsel’s attorneys’ fees and expenses (the “Fee and Expense
19 Award”) and the award to Lead Plaintiff pursuant to 15 U.S.C. §78u-4(a)(4), if and to the extent
20 allowed by the Court; and

21 (d) to distribute the Net Settlement Fund to Authorized Claimants as allowed by
22 the Stipulation, the Plan of Allocation, or the Court.

23 5.5 Upon the Effective Date and thereafter, and in accordance with the terms of the
24 Stipulation, the Plan of Allocation, or such further approval and further order(s) of the Court as may
25 be necessary or as circumstances may require, the Net Settlement Fund shall be distributed to
26 Authorized Claimants, subject to and in accordance with ¶¶5.6-5.9 below.

27 5.6 Each Person claiming to be an Authorized Claimant shall be required to submit to the
28 Claims Administrator a completed Proof of Claim, substantially in the form of Exhibit A-2 attached

1 hereto, postmarked by no later than ninety (90) calendar days after the Notice Date (as defined in
2 Exhibit A attached hereto), or such other time as may be set by the Court (the “Bar Date”), signed
3 under penalty of perjury and supported by such documents as are specified in the Proof of Claim and
4 as are reasonably available to such Person.

5 5.7 Except as otherwise ordered by the Court, all Class Members who fail to submit a
6 Proof of Claim by the Bar Date, or such other period as may be ordered by the Court, or who submit
7 a Proof of Claim that is rejected, shall be forever barred from receiving any payments pursuant to the
8 Stipulation and the Settlement set forth herein, but will in all other respects be subject to and bound
9 by the provisions of the Stipulation, the releases contained herein, and the Judgment.
10 Notwithstanding the foregoing, Lead Counsel shall have the discretion (but not the obligation) to
11 accept late-submitted claims for processing so long as the distribution of the Net Settlement Fund to
12 Authorized Claimants is not materially delayed thereby.

13 5.8 The Claims Administrator shall calculate the claims of Authorized Claimants in
14 accordance with the Plan of Allocation set forth in the Notice and approved by the Court. Following
15 the Effective Date, the Claims Administrator shall send to each Authorized Claimant his, her, or its
16 *pro rata* share of the Net Settlement Fund, as long as the Authorized Claimant will receive at least
17 \$10.00.

18 5.9 Defendants shall not have a reversionary interest in the Net Settlement Fund. If there
19 is any balance remaining in the Net Settlement Fund after a reasonable amount of time following the
20 date of the initial distribution of the Net Settlement Fund, Lead Counsel shall, if feasible, reallocate
21 such balance among Authorized Claimants who negotiated the checks sent to them in the initial
22 distribution and who would receive at least \$10.00 in an equitable and economical fashion. These
23 reallocations shall be repeated until the balance remaining in the Net Settlement Fund is *de minimis*
24 and such remaining balance shall then be donated to the Investor Protection Trust.

25 5.10 The Released Defendant Parties shall have no responsibility for, interest in, or
26 liability whatsoever with respect to the processing, review, determination or calculation of any
27 claims, the distribution of the Net Settlement Fund, the Plan of Allocation, the payment or
28 withholding of Taxes, or any losses incurred in connection therewith.

1 5.11 Defendants shall take no position with respect to the Plan of Allocation or any other
2 such plan as may be approved by the Court.

3 5.12 It is understood and agreed by the Settling Parties that any proposed Plan of
4 Allocation of the Net Settlement Fund, including, but not limited to, any adjustments to an
5 Authorized Claimant's claim set forth therein, is not a part of the Stipulation and is to be considered
6 by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy
7 of the Settlement set forth in the Stipulation, and any order or proceeding relating to the Plan of
8 Allocation shall not operate to terminate or cancel the Stipulation or affect the finality of the Court's
9 Judgment approving the Stipulation and the Settlement set forth therein, or any other orders entered
10 pursuant to the Stipulation. Class Members and Defendants shall be bound by the terms of this
11 Stipulation, irrespective of whether the Court disapproves or modifies the Plan of Allocation.

12 5.13 No Person shall have any claim against Lead Plaintiff, the Class, Lead Plaintiff's
13 Counsel, Released Defendant Parties, Defendants' Counsel, or the Claims Administrator based on
14 distributions made substantially in accordance with the Settlement, the Stipulation, and the Plan of
15 Allocation, or otherwise as further ordered by the Court.

16 **6. Lead Counsel's Attorneys' Fees and Expenses**

17 6.1 Lead Counsel may submit an application or applications (the "Fee and Expense
18 Application") for: (a) an award of attorneys' fees; plus (b) expenses or charges in connection with
19 prosecuting the Action; plus (c) any interest on such attorneys' fees and expenses at the same rate
20 and for the same periods as earned by the Settlement Fund (until paid) as may be awarded by the
21 Court. Any and all such fees, expenses and costs awarded by the Court shall be payable solely out of
22 the Settlement Fund. In addition, Lead Plaintiff may submit an application for an award from the
23 Settlement Fund pursuant to 15 U.S.C. §78u-4(a)(4) in connection with its representation of the
24 Class.

25 6.2 The attorneys' fees and expenses, as awarded by the Court, shall be paid to Lead
26 Counsel from the Settlement Fund, as ordered, immediately upon entry of the Court's order
27 awarding such fees and expenses. This provision shall apply notwithstanding timely objection to,
28 potential for appeal from, or collateral attack on, the Settlement or the award of fees and expenses.

1 Lead Counsel shall thereafter allocate the attorneys' fees amongst other Lead Plaintiff's Counsel in a
2 manner that Lead Counsel in good faith believes reflects the contributions of such counsel to the
3 prosecution and resolution of the Action. Any such awards shall be paid solely by the Settlement
4 Fund. In the event that the Judgment or the order awarding such fees and expenses paid to Lead
5 Counsel pursuant to ¶6.1 and this ¶6.2 is reversed or modified, or if the Settlement is cancelled or
6 terminated for any reason, then Lead Counsel shall, in an amount consistent with such reversal or
7 modification, refund such fees or expenses to the Settlement Fund pursuant to ¶2.9, plus the interest
8 earned thereon, within twenty-one (21) calendar days from receiving notice from Defendants'
9 Counsel or from a court of competent jurisdiction. Each Lead Plaintiff's Counsel, as a condition of
10 receiving such fees or expenses on behalf of itself and each partner and/or shareholder of it, agrees
11 that its law firm and its partners and/or shareholders are subject to the jurisdiction of the Court for
12 the purpose of enforcing the provisions of this paragraph.

13 6.3 The procedure for and the allowance or disallowance by the Court of the Fee and
14 Expense Application, with all amounts to be paid out of the Settlement Fund, are not part of the
15 Settlement set forth in the Stipulation, and any order or proceeding relating to the Fee and Expense
16 Application, or any appeal from any order relating thereto or reversal or modification thereof, shall
17 not operate to terminate or cancel the Stipulation, or affect or delay the finality of the Judgment
18 approving the Stipulation and the Settlement of the Action.

19 6.4 Defendants shall not have any responsibility for any payment of attorneys' fees and
20 expenses to Lead Counsel or any Class Member's counsel or any amount to Lead Plaintiff apart
21 from payment of the Settlement Amount pursuant to ¶2.1.

22 **7. Conditions of Settlement, Effect of Disapproval, Cancellation, or**
23 **Termination**

24 7.1 The Effective Date of the Stipulation shall be conditioned on the occurrence of all of
25 the following events:

26 (a) execution of the Stipulation and such other documents as may be required to
27 obtain final Court approval of the Stipulation in a form satisfactory to the Settling Parties;

28

1 (b) the Court has entered the Preliminary Approval Order, substantially in the
2 form of Exhibit A hereto, as required by ¶3.1 hereof;

3 (c) the Settlement Amount has been deposited into the Escrow Account;

4 (d) Super Micro has not exercised its option to terminate the Stipulation pursuant
5 to ¶7.3 hereof;

6 (e) the Court has entered the Judgment that, *inter alia*, dismisses with prejudice
7 the Action, as to the Lead Plaintiff and other Class Members, and as against each of the Defendants,
8 as set forth above; and

9 (f) the Judgment has become Final, as defined in ¶1.12 hereof.

10 7.2 Upon the occurrence of all of the events referenced in ¶7.1 hereof, any and all
11 remaining interest or right of Defendants in or to the Settlement Fund, if any, shall be absolutely and
12 forever extinguished. If all of the conditions specified in ¶7.1 hereof are not met, then the
13 Stipulation shall be canceled and terminated subject to ¶7.4 hereof unless Lead Counsel and counsel
14 for Defendants on behalf of their respective clients mutually agree in writing to proceed with the
15 Settlement.

16 7.3 If, prior to the Settlement Hearing, Persons who otherwise would be members of the
17 Class have timely and validly requested exclusion from the Class in accordance with the provisions
18 of the Preliminary Approval Order and the Notice given pursuant thereto, and if the total number of
19 shares of Super Micro common stock purchased or acquired by such Persons during the Class Period
20 equals or exceeds an amount specified in a separate Supplemental Agreement Regarding Requests
21 for Exclusion (“Supplemental Agreement”) executed between Lead Plaintiff and Defendants, then
22 Super Micro shall have the option to terminate this Stipulation and Settlement in accordance with the
23 procedures set forth in the Supplemental Agreement. The Supplemental Agreement will not be filed
24 with the Court unless and until a dispute between Lead Plaintiff and Super Micro concerning its
25 interpretation or application arises.

26 7.4 Unless otherwise ordered by the Court, in the event the Stipulation shall terminate, or
27 be canceled, or shall not become effective for any reason, within twenty-one (21) calendar days after
28 written notification of such event is sent by Defendants’ Counsel to the Escrow Agent, the

1 Settlement Fund (including accrued interest), less expenses which have either been incurred or
2 disbursed pursuant to ¶¶2.7 or 2.8 hereof, shall be refunded pursuant to written instructions from
3 Defendants' Counsel to the party, parties or insurers that paid the Settlement Amount. At the request
4 of Defendants' Counsel, the Escrow Agent or its designee shall apply for any tax refund owed on the
5 Settlement Fund and pay the proceeds, after deduction of any expenses incurred in connection with
6 such application(s) for refund, at the written direction of Defendants' Counsel to the party, parties or
7 insurers that paid the Settlement Amount.

8 7.5 In the event that the Stipulation is not approved by the Court or the Settlement set
9 forth in the Stipulation is terminated or fails to become effective in accordance with its terms, the
10 Settling Parties shall be restored to their respective positions in the Action as of March 11, 2022. In
11 such event, the terms and provisions of the Stipulation, with the exception of ¶¶1.1-1.39, 2.7-2.8,
12 7.2, and 8.3 hereof, shall have no further force and effect with respect to the Settling Parties and
13 shall not be used in this Action or in any other proceeding for any purpose, and any Judgment or
14 order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated,
15 *nunc pro tunc*, and the Settling Parties shall be deemed to return to their status as of March 11, 2022.
16 No order of the Court or modification or reversal on appeal of any such order of the Court
17 concerning the Plan of Allocation or the amount of any attorneys' fees and expenses, interest, or
18 other payment awarded by the Court to Lead Counsel or Lead Plaintiff shall constitute grounds for
19 cancellation or termination of the Stipulation.

20 **8. Miscellaneous Provisions**

21 8.1 The Settling Parties (a) acknowledge that it is their intent to consummate this
22 Stipulation; and (b) agree to cooperate to the extent reasonably necessary to effectuate and
23 implement all terms and conditions of the Stipulation and to exercise their best efforts to accomplish
24 the foregoing terms and conditions of the Stipulation expeditiously.

25 8.2 The Settling Parties intend this Settlement to be a final and complete resolution of all
26 disputes between them with respect to the Action. The Settlement shall not be deemed an admission
27 by any Settling Party or any of the Released Parties as to the merits of any claim or defense. The
28 Settling Parties and their counsel agree that they shall not assert any claims of any violation of Rule

1 11 of the Federal Rules of Civil Procedure relating to the institution, prosecution, defense or
2 settlement of the Action, and the Final Judgment shall contain a finding that all Settling Parties and
3 their counsel complied with the requirements of Rule 11 with respect to the institution, prosecution,
4 defense, and resolution of the Action. The Settling Parties agree that the amount paid to the
5 Settlement Fund and the other terms of the Settlement were negotiated in good faith at arm's length
6 by the Settling Parties and reflect a settlement that was reached voluntarily after consultation with
7 competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party
8 determines to be appropriate, any contention made in any public forum regarding the Action,
9 including that the Action was brought or defended in bad faith or without a reasonable basis.

10 8.3 Neither the Stipulation nor the Settlement contained herein, nor any act performed or
11 document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be
12 deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim,
13 or of any wrongdoing or liability of the Released Defendant Parties; or (b) is or may be deemed to be
14 or may be used as an admission of, or evidence of, any fault or omission of any of the Released
15 Defendant Parties; or (c) is or may be deemed to be or may be used as an admission or evidence that
16 any claims asserted by Lead Plaintiff were not valid or that the amount recoverable was not greater
17 than the Settlement Amount, in any civil, criminal, or administrative proceeding in any court,
18 administrative agency, or other tribunal. The Released Defendant Parties may file the Stipulation
19 and/or the Judgment in any action that may be brought against them in order to support a defense or
20 counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement,
21 judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar
22 defense or counterclaim.

23 8.4 Whether or not the Stipulation is approved by the Court and whether or not the
24 Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall use their
25 best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents
26 signed and proceedings in connection with the Stipulation confidential.

27 8.5 All agreements made and orders entered during the course of the Action relating to
28 the confidentiality of documents and information shall survive this Stipulation.

1 8.6 All of the Exhibits to the Stipulation are material and integral parts hereof and are
2 fully incorporated herein by this reference.

3 8.7 The Stipulation may be amended or modified only by a written instrument signed by
4 or on behalf of all Settling Parties or their respective successors-in-interest.

5 8.8 No waiver of any term or provision of this Stipulation, or of any breach or default
6 hereof or hereunder, shall be valid or effective unless in writing and signed by or on behalf of all
7 Settling Parties or their respective successors-in-interest. No waiver of any term or provision of this
8 Stipulation, or of any breach or default hereof or hereunder, shall be construed as a waiver of the
9 same or any other term or provision or of any previous or subsequent breach thereof.

10 8.9 The Stipulation and the Exhibits attached (together with the Supplemental Agreement
11 referred to in ¶7.3) hereto constitute the entire agreement among the Settling Parties and no
12 representations, warranties, or inducements have been made to any Settling Party concerning the
13 Stipulation or its Exhibits other than the representations, warranties, and covenants contained and
14 memorialized in such documents. Except as otherwise provided herein each Settling Party shall bear
15 its own costs.

16 8.10 The Settlement is not conditioned upon the settlement or approval of settlement of
17 any derivative lawsuits or other lawsuits.

18 8.11 This Stipulation shall be construed and interpreted to effectuate the intent of the
19 Settling Parties, which is to resolve completely those claims and disputes, including in the Action,
20 and as more fully described herein. If any provision of this Stipulation shall be determined to be
21 invalid, void, or illegal, such provision shall be construed and amended in a manner that would
22 permit its enforcement, but in no event shall such provision affect, impair, or invalidate any other
23 provision hereof.

24 8.12 Neither the Class Members nor Defendants shall be bound by the Stipulation if the
25 Court modifies material terms thereof; provided, however, that it shall not be a basis for Class
26 Members to terminate the Settlement if the Court modifies any proposed Plan of Allocation or
27 criteria for allocation of the Net Settlement Fund amongst Authorized Claimants, or the Plan of
28 Allocation is modified on appeal. Nor shall it be a basis to terminate the Stipulation if the Court

1 disapproves of or modifies the terms of this Stipulation with respect to attorneys' fees or expenses or
2 the distribution of the Net Settlement Fund. Notwithstanding any such modification of the terms or
3 Plan of Allocation or the Stipulation with respect to attorneys' fees or expenses, Defendants and
4 Defendants' insurers shall be entitled to all benefits of the Settlement and shall not, under any
5 circumstances, be called upon to contribute additional funds in addition to the Settlement Fund.

6 8.13 Lead Counsel, on behalf of the Class, is expressly authorized by Lead Plaintiff to take
7 all appropriate action required or permitted to be taken by the Class pursuant to the Stipulation to
8 effectuate its terms and also is expressly authorized to enter into any modifications or amendments to
9 the Stipulation on behalf of the Class which it deems appropriate.

10 8.14 Each counsel or other Person executing the Stipulation or any of its Exhibits on
11 behalf of any Settling Party hereby warrants that such Person has the full authority to do so.

12 8.15 All notices, requests, demands, claims, and other communications hereunder shall be
13 in writing and shall be deemed duly given: (i) when delivered personally to the recipient; (ii) one (1)
14 business day after being sent to the recipient by UPS (charges prepaid); or (iii) five (5) business days
15 after being mailed to the recipient by certified or registered mail, return receipt requested and
16 postage prepaid, and addressed to the intended recipient as set forth below:

17 If to Lead Plaintiff or to Lead Plaintiff's Counsel:

18 Ellen Gusikoff Stewart
19 Robbins Geller Rudman & Dowd LLP
20 655 West Broadway, Suite 1900
San Diego, CA 92101

21 If to Defendants Super Micro and Liaw or Super Micro or Liaw's Counsel:

22 Stephen D. Hibbard
23 Jones Day
555 California Street, 26th Floor
San Francisco, CA 94104

24 If to Defendants Hideshima or Hideshima's Counsel:

25 D. Scott Carlton
26 Paul Hastings LLP
27 515 South Flower Street, 25th Floor
Los Angeles, CA 90071

28 If to Defendant Liang or Liang's Counsel:

1 Daniel J. Bergeson
2 Bergeson LLP
3 111 North Market Street, Suite 600
4 San Jose, CA 95113

5 8.16 The Stipulation may be executed in one or more counterparts. All executed
6 counterparts and each of them shall be deemed to be one and the same instrument. A complete set of
7 executed counterparts shall be filed with the Court.

8 8.17 The Stipulation shall be binding upon, and inure to the benefit of, the heirs,
9 successors, and assigns of the Settling Parties hereto.

10 8.18 The Court shall retain jurisdiction with respect to implementation and enforcement of
11 the terms of the Stipulation, and all Settling Parties hereto submit to the jurisdiction of the Court for
12 purposes of implementing and enforcing the Settlement embodied in the Stipulation.

13 8.19 Pending approval of the Court of the Stipulation and its Exhibits, all proceedings in
14 this Action shall be stayed, and all members of the Class shall be barred and enjoined from
15 prosecuting any of the Released Claims against any of the Released Defendant Parties.

16 8.20 This Stipulation and the Exhibits hereto shall be considered to have been negotiated,
17 executed, and delivered, and to be wholly performed, in the State of California, and the rights and
18 obligations of the parties to the Stipulation shall be construed and enforced in accordance with, and
19 governed by, the internal, substantive laws of the State of California, without giving effect to that
20 State's choice-of-law principles.

21 8.21 This Stipulation shall not be construed more strictly against one party than another
22 merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of
23 the Settling Parties, it being recognized that it is the result of arm's-length negotiations between the
24 Settling Parties and the Settling Parties have contributed substantially and materially to the
25 preparation of this Stipulation.

1 IN WITNESS WHEREOF, the Settling Parties have caused this Stipulation to be executed,
2 by their duly authorized attorneys, as of April 8, 2022.

3 ROBBINS GELLER RUDMAN
4 & DOWD LLP
5 SHAWN A. WILLIAMS
6 DANIEL J. PFEFFERBAUM



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Additional Counsel for the Proposed Class

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EXHIBIT A

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11 Lead Counsel for Lead Plaintiff
12

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

16 LOGAN HESSEFORT, Individually and on)
Behalf of All Others Similarly Situated,)
17 Plaintiff,)
18 vs.)
19 SUPER MICRO COMPUTER, INC., et al.,)
20 Defendants.)
21

Lead Case No. 4:18-cv-00838-JST
CLASS ACTION
[PROPOSED] ORDER PRELIMINARILY
APPROVING SETTLEMENT AND
PROVIDING FOR NOTICE
EXHIBIT A

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1 WHEREAS, an action is pending before this Court entitled *Hessefort v. Super Micro*
2 *Computer, Inc., et al.*, Case No. 4:18-cv-00838-JST (the “Litigation”);

3 WHEREAS, the parties having made application, pursuant to Federal Rule of Civil
4 Procedure 23(e), for an order preliminarily approving the settlement of this Litigation, in accordance
5 with a Stipulation of Settlement dated April 8, 2022 (the “Stipulation”), which, together with the
6 Exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of the
7 Litigation and for dismissal of the Litigation with prejudice upon the terms and conditions set forth
8 therein; and the Court having read and considered the Stipulation and the Exhibits annexed thereto;
9 and

10 WHEREAS, unless otherwise defined, all terms used herein have the same meanings as set
11 forth in the Stipulation.

12 NOW, THEREFORE, IT IS HEREBY ORDERED:

13 1. After a preliminary review, the Settlement appears to be fair, reasonable, and
14 adequate. The Settlement: (a) resulted from arm’s-length negotiations overseen by an experienced
15 mediator; (b) eliminates the risks to the Parties of continued litigation; (c) does not provide undue
16 preferential treatment to Lead Plaintiff or to segments of the Class; (d) does not provide excessive
17 compensation to counsel for the Class; and (e) appears to fall within the range of possible approval
18 and is therefore sufficiently fair, reasonable, and adequate to warrant providing notice of the
19 Settlement to the Class. Accordingly, the Court does hereby preliminarily approve the Stipulation
20 and the Settlement set forth therein, subject to further consideration at the Settlement Hearing
21 described below.

22 2. A hearing (the “Settlement Hearing”) shall be held before this Court on _____,
23 2022, at __: __.m. [a date that is at least 100 days from the date of this Order], at the United States
24 District Court for the Northern District of California, Oakland Division, Oakland Courthouse,
25 Courtroom 6 – 2nd Floor, 1301 Clay Street, Oakland, CA 94612, for the following purposes:

26 a. to determine whether the Settlement is fair, reasonable, and adequate, and
27 should be approved by the Court;

- 1 b. to finally determine whether Judgment as provided under the Stipulation
- 2 should be entered, dismissing the Fourth Amended Complaint on the merits
- 3 and with prejudice, and to determine whether the release by the Class of the
- 4 Released Defendant Parties as set forth in the Stipulation, should be ordered,
- 5 along with a permanent injunction barring efforts to bring any Released
- 6 Claims or Released Defendants' Claims extinguished by the Settlement;
- 7 c. to finally determine whether the proposed Plan of Allocation for the
- 8 distribution of the Net Settlement Fund is fair and reasonable and should be
- 9 approved by the Court;
- 10 d. to consider the application of Lead Counsel for an award of attorneys' fees
- 11 and expenses, and any application for an award to Lead Plaintiff;
- 12 e. to consider Class Members' objections to the Settlement, Plan of Allocation
- 13 or application for fees and expenses; and
- 14 f. to rule upon such other matters as the Court may deem appropriate.

15 3. The Court may adjourn the Settlement Hearing without further notice to the members
16 of the Class, and reserves the right to approve the Settlement with such modifications as may be
17 agreed upon or consented to by the Parties and without further notice to the Class where to do so
18 would not impair Class Members' rights in a manner inconsistent with Rule 23 and due process of
19 law. The Court further reserves the right to enter its Judgment approving the Settlement and
20 dismissing the Fourth Amended Complaint, on the merits and with prejudice, regardless of whether
21 it has approved the Plan of Allocation or awarded attorneys' fees and expenses or made awards to
22 the Lead Plaintiff.

23 4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby
24 certifies, for the sole purpose of effectuating the Settlement, a Class defined as follows:

25 All Persons that purchased or acquired Super Micro common stock between August
26 5, 2016 and January 30, 2018, inclusive ("Class Period"). Excluded from the Class
27 are: (i) Defendants; (ii) members of the immediate families of the Individual
28 Defendants; (iii) Super Micro's subsidiaries; (iv) the officers and directors of Super
 Micro during the Class Period; (v) any entity in which any Defendant has a
 controlling interest; and (vi) the legal representatives, heirs, successors and assigns of

1 any such excluded person or entity. Also excluded from the Class will be any Person
2 who timely and validly seeks exclusion from the Class.

3 5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for purposes of
4 settlement only, New York Hotel Trades Council & Hotel Association of New York City, Inc.
5 Pension Fund (the “Fund”) is appointed as representative of the Class, and Lead Counsel Robbins
6 Geller Rudman & Dowd LLP is appointed as Class Counsel for the Class.

7 6. With respect to the Class, this Court finds, for purposes of effectuating the Settlement
8 only, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of
9 Civil Procedure have been satisfied in that: (a) the members of the Class are so numerous that
10 joinder of all Class Members in the Litigation is impracticable; (b) there are questions of law and
11 fact common to the Class; (c) the claims of the Fund are typical of the claims of the Class; (d) the
12 Fund and its counsel have fairly and adequately represented and protected the interests of all Class
13 Members; (e) the questions of law and fact common to the Class predominate over any questions
14 affecting only individual members of the Class; and (f) a class action is superior to other available
15 methods for the fair and efficient adjudication of the controversy, considering: (i) the interests of the
16 members of the Class in individually controlling the prosecution of the separate actions; (ii) the
17 extent and nature of any litigation concerning the controversy already commenced by members of
18 the Class; (iii) the desirability or undesirability of concentrating the litigation of these claims in this
19 particular forum; and (iv) the difficulties likely to be encountered in the management of the
20 Litigation.

21 7. The Court approves, as to form and content, the Notice of Pendency and Proposed
22 Settlement of Class Action (the “Notice”), the Proof of Claim Form (the “Proof of Claim”), and the
23 Summary Notice, annexed hereto as Exhibits A-1, A- 2, and A-3, respectively, and finds that the
24 mailing and distribution of the Notice and publishing of the Summary Notice, substantially in the
25 manner and form set forth in ¶¶10-11 of this Order, meet the requirements of Federal Rule of Civil
26 Procedure 23 and due process, and is the best notice practicable under the circumstances and shall
27 constitute due and sufficient notice to all Persons entitled thereto.

1 8. The firm of Gilardi & Co. LLC (“Claims Administrator”) is hereby appointed to
2 supervise and administer the notice procedure as well as the processing of claims as more fully set
3 forth below.

4 9. Super Micro shall provide, or cause to be provided, to Lead Counsel or the Claims
5 Administrator, at no cost to Lead Plaintiff, the Settlement Fund, Lead Counsel or the Claims
6 Administrator, within ten (10) calendar days after the Court enters this Order, documentation or data
7 in the possession of Super Micro or its present or former stock transfer agents sufficient to identify to
8 the extent available the record holders of Super Micro common stock during the period from August
9 5, 2016 through January 30, 2018, inclusive, and their last known addresses or other similar
10 information. The Parties shall determine an appropriate electronic format for provision of this
11 information.

12 10. Lead Counsel, through the Claims Administrator, shall commence mailing the Notice
13 and Proof of Claim, substantially in the forms annexed hereto, within twenty (20) calendar days after
14 the Court signs this Order (the “Notice Date”), or by _____, 2022, by first-class mail to all
15 Class Members who can be identified with reasonable effort, and to be posted on the Settlement
16 website at www.SuperMicroSecuritiesSettlement.com.

17 11. Not later than seven (7) calendar days after the Notice Date, the Claims Administrator
18 shall cause the Summary Notice to be published once in the national edition of *The Wall Street*
19 *Journal* and once over a national newswire service.

20 12. At least seven (7) calendar days prior to the Settlement Hearing, Lead Counsel shall
21 serve on Defendants’ Counsel and file with the Court proof, by affidavit or declaration, of such
22 mailing and publishing.

23 13. Nominees who purchased or acquired Super Micro common stock for the beneficial
24 ownership of Class Members during the Class Period shall (a) within seven (7) calendar days of
25 receipt of the Notice and the Proof of Claim (“Notice Packet”), request from the Claims
26 Administrator sufficient copies of the Notice Packet to forward to all such beneficial owners and
27 within seven (7) calendar days of receipt of those Notice Packets forward them to all such beneficial
28 owners; or (b) within seven (7) calendar days of receipt of the Notice Packet, send a list of the names

1 and addresses of all such beneficial owners to the Claims Administrator in which event the Claims
2 Administrator shall promptly mail the Notice Packet to such beneficial owners. Lead Counsel shall,
3 if requested, reimburse banks, brokerage houses or other nominees solely for their reasonable out-of-
4 pocket expenses incurred in providing notice to beneficial owners who are Class Members out of the
5 Settlement Fund, which expenses would not have been incurred except for the sending of such
6 notice, subject to further order of this Court with respect to any dispute concerning such
7 compensation.

8 14. In order to be entitled to participate in the recovery from the Settlement Fund after the
9 Effective Date, each Class Member shall take the following action and be subject to the following
10 conditions:

11 a. A properly completed and executed Proof of Claim must be submitted to the
12 Claims Administrator, at the post office box or electronic mailbox indicated
13 in the Notice and Proof of Claim, postmarked no later than ninety (90)
14 calendar days from the Notice Date. Such deadline may be further extended
15 by Order of the Court. Each Proof of Claim shall be deemed to have been
16 submitted when legibly postmarked (if properly addressed and mailed by
17 first-class mail). Any Proof of Claim submitted in any other manner shall be
18 deemed to have been submitted when it was actually received by the Claims
19 Administrator at the address designated in the Notice.

20 b. The Proof of Claim submitted by each Class Member must satisfy the
21 following conditions: (i) it must be properly filled out, signed and submitted
22 in a timely manner in accordance with the provisions of the preceding
23 subparagraph; (ii) it must be accompanied by adequate supporting
24 documentation for the transactions reported therein, in the form of broker
25 confirmation slips, broker account statements, an authorized statement from
26 the broker containing the transactional information found in a broker
27 confirmation slip, or such other documentation as is deemed adequate by the
28 Claims Administrator or Lead Counsel; (iii) if the person executing the Proof

1 of Claim is acting in a representative capacity, a certification of his current
2 authority to act on behalf of the Class Member must be provided with the
3 Proof of Claim; and (iv) the Proof of Claim must be complete and contain no
4 material deletions or modifications of any of the printed matter contained
5 therein and must be signed under penalty of perjury.

6 c. Once the Claims Administrator has considered a timely submitted Proof of
7 Claim, it shall determine whether such claim is valid, deficient or rejected.
8 For each claim determined to be either deficient or rejected, the Claims
9 Administrator shall send a deficiency letter or rejection letter as appropriate,
10 describing the basis on which the claim was so determined. Persons who
11 timely submit a Proof of Claim that is deficient or otherwise rejected shall be
12 afforded a reasonable time (at least twenty (20) calendar days) to cure such
13 deficiency if it shall appear that such deficiency may be cured.

14 d. For the filing of and all determinations concerning their Proof of Claim, each
15 Class Member shall submit to the jurisdiction of the Court.

16 15. Any Class Member who does not timely submit a valid and timely Proof of Claim
17 within the time provided for, shall be barred from sharing in the distribution of the proceeds of the
18 Settlement Fund, but will in all other respects be subject to and bound by the provisions of the
19 Stipulation and the Judgment, if entered. Notwithstanding the foregoing, Lead Counsel shall have
20 the discretion (but not an obligation) to accept late-submitted claims for processing by the Claims
21 Administrator so long as distribution of the Settlement Fund to Authorized Claimants is not
22 materially delayed thereby, but will bear no liability for failing to accept such late claims.

23 16. Any member of the Class may enter an appearance in the Litigation, at their own
24 expense, individually or through counsel of their own choice. If they do not enter an appearance,
25 they will be represented by Lead Counsel.

26 17. All Class Members shall be bound by all determinations and judgments in this
27 Litigation, whether favorable or unfavorable, unless such persons request to be excluded, or “opt
28 out,” from the Class. A Class Member wishing to be excluded from the Class must submit to the

1 Claims Administrator a request for exclusion (“Request for Exclusion”), by first-class mail, or
2 otherwise hand-deliver it, such that it is received no later than twenty-one (21) calendar days prior to
3 the Settlement Hearing, or _____, 2022, to the address listed in the Notice. A Request for
4 Exclusion must be signed and must legibly state: (a) the name, address, and telephone number of the
5 Person requesting exclusion; (b) the number of shares of Super Micro common stock that the Person
6 requesting exclusion (i) owned as of the opening of trading on August 5, 2016, and (ii) purchased,
7 acquired and/or sold during the Class Period, as well as the number of shares, dates and prices for
8 each such purchase, acquisition and sale; and (c) that the Person wishes to be excluded from the
9 Class in *Hessefort v. Super Micro Computer, Inc., et al.*, No. 4:18-cv-00838-JST. All Persons who
10 submit valid and timely Requests for Exclusion in the manner set forth in this paragraph shall have
11 no rights under the Stipulation, shall not share in the distribution of the Net Settlement Fund, and
12 shall not be bound by the Stipulation or any Final Judgment. Unless otherwise ordered by the Court,
13 any Class Member who does not submit a valid and timely written Request for Exclusion as
14 provided by this paragraph shall be bound by the Stipulation.

15 18. The Claims Administrator or Lead Counsel shall cause to be provided to Defendants’
16 Counsel copies of all Requests for Exclusion as expeditiously as possible, but in no event later than
17 five (5) business days of receipt thereof and in any event at least fourteen (14) calendar days before
18 the Settlement Hearing.

19 19. The Court will consider comments or objections to the Settlement, the Plan of
20 Allocation, or Lead Counsel’s request for an award of attorneys’ fees and expenses, including an
21 award to the Lead Plaintiff as provided for by 15 U.S.C. §78u-4(a)(4), only if such comments or
22 objections and any supporting papers are submitted to the Court either by mailing them to the Class
23 Action Clerk, United States District Court for the Northern District of California, Oakland Division,
24 1301 Clay Street, Oakland, CA 94612, or by filing them in person at any location of the United
25 States District Court for the Northern District of California. Such comments or objections must be
26 filed or postmarked at least twenty-one (21) calendar days prior to the Settlement Hearing, or
27 _____, 2022. Attendance at the Settlement Hearing is not necessary but any Person wishing to
28 be heard orally in opposition to the Settlement, the Plan of Allocation, or the application for

1 attorneys' fees and expenses or awards to the Lead Plaintiff is required to indicate in their written
2 objection whether they intend to appear at the Settlement Hearing. The notice of objection must
3 include documentation establishing the objecting Person's membership in the Class, including the
4 number of shares of Super Micro common stock that the objecting Person (i) owned as of the
5 opening of trading on August 5, 2016, and (ii) purchased, acquired and/or sold during the Class
6 Period, as well as the dates and prices for each such purchase, acquisition or sale, and contain a
7 statement of reasons for the objection, including whether it applies only to the objector, to a specific
8 subset of the Class, or to the entire Class. The objection must identify all other class action
9 settlements the objector and his, her or its counsel has previously objected to, copies of any papers,
10 briefs, or other documents upon which the objection is based, and contain the objector's signature,
11 even if represented by counsel. Any member of the Class who does not make his, her or its
12 objection in the manner provided shall be deemed to have waived such objection and shall forever be
13 foreclosed from making any objection to the fairness or adequacy of the Settlement as set forth in the
14 Stipulation, to the Plan of Allocation, or to the award of attorneys' fees and expenses to Lead
15 Counsel or awards to the Lead Plaintiff unless otherwise ordered by the Court. Class Members do
16 not need to appear at the Settlement Hearing or take any other action to indicate their approval.

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

20 21. All opening briefs and supporting documents in support of the Settlement, the Plan of
21 Allocation, and any application by Lead Counsel for attorneys' fees and expenses and awards to the
22 Lead Plaintiff shall be filed and served no later than thirty-five (35) calendar days before the
23 Settlement Hearing, or _____, 2022. Replies to any objections shall be filed and served at
24 least seven (7) calendar days prior to the Settlement Hearing, or _____, 2022.

25 22. The Released Defendant Parties shall have no responsibility for the Plan of Allocation
26 or any application for attorneys' fees or expenses submitted by Lead Counsel, and such matters will
27 be considered separately from the fairness, reasonableness, and adequacy of the Settlement. Any
28 order or proceeding relating to the Plan of Allocation or any application for attorneys' fees or

1 expenses, or any appeal from any order relating thereto or reversal or modification thereof, shall not
2 operate to terminate or cancel the Stipulation, or affect or delay the finality of the Judgment
3 approving the Stipulation and the settlement of the Litigation.

4 23. At or after the Settlement Hearing, the Court shall determine whether the Plan of
5 Allocation proposed by Lead Counsel, and any application for attorneys' fees or payment of
6 expenses shall be approved.

7 24. All reasonable expenses incurred in identifying and notifying Class Members, as well
8 as administering the Settlement Fund, shall be paid as set forth in the Stipulation.

9 25. Neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations
10 or proceedings connected with it, shall be construed as an admission or concession by the
11 Defendants of the truth of any of the allegations in the Litigation, or of any liability, fault, or
12 wrongdoing of any kind.

13 26. If the Stipulation and the Settlement set forth therein is not approved or consummated
14 for any reason whatsoever, the Stipulation and Settlement and all proceedings had in connection
15 therewith shall be without prejudice to the rights of the Settling Parties *status quo ante*.

16 27. Pending final determination of whether the proposed Settlement should be approved,
17 neither the Lead Plaintiff, nor any Class Member, directly or indirectly, representatively, or in any
18 other capacity, shall commence or prosecute against any of the Released Defendant Parties, any
19 action or proceeding in any court or tribunal asserting any of the Released Claims.

20 28. The Court's orders entered during this Litigation relating to the confidentiality of
21 information shall survive this Settlement.

22 IT IS SO ORDERED.

23 DATED: _____

THE HONORABLE JON S. TIGAR
UNITED STATES DISTRICT JUDGE

EXHIBIT A-1

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& DOWD LLP
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DANIEL J. PFEFFERBAUM (248631)
3 Post Montgomery Center
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4 San Francisco, CA 94104
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5 415/288-4534 (fax)
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- and -

7 ELLEN GUSIKOFF STEWART (144892)
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8 655 West Broadway, Suite 1900
San Diego, CA 92101
9 Telephone: 619/231-1058
619/231-7423 (fax)
10 elleng@rgrdlaw.com
pjohanson@rgrdlaw.com

11 Lead Counsel for Lead Plaintiff
12

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

16 LOGAN HESSEFORT, Individually and on)
Behalf of All Others Similarly Situated,)

17 Plaintiff,)

18 vs.)

19 SUPER MICRO COMPUTER, INC., et al.,)
20

21 Defendants.)
22
23
24
25
26
27
28

Lead Case No. 4:18-cv-00838-JST

CLASS ACTION

NOTICE OF PENDENCY AND PROPOSED
SETTLEMENT OF CLASS ACTION

EXHIBIT A-1

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

2 **NOTICE OF PENDENCY OF CLASS ACTION:** Please be advised that your rights may be
3 affected by the above-captioned class action lawsuit pending in this Court (the “Litigation”)
4 if you purchased or otherwise acquired the common stock of Super Micro Computer, Inc.
(“Super Micro” or the “Company”) from August 5, 2016 through January 30, 2018, inclusive
(the “Class Period”).

5 **NOTICE OF SETTLEMENT:** Please also be advised that the Lead Plaintiff New York Hotel
6 Trades Council & Hotel Association of New York City, Inc. Pension Fund (“Lead Plaintiff”),
7 on behalf of the Class (as defined in ¶1 below), has reached a proposed settlement of the
Litigation for a total of \$18.25 million in cash that will resolve all claims in the Litigation (the
“Settlement”).

8 **This Notice explains important rights you may have, including your possible receipt of cash
9 from the Settlement. Your legal rights will be affected whether or not you act. Please read
this Notice carefully!**

10 1. **Description of the Litigation and the Class:** This Notice relates to a proposed
11 Settlement of a class action lawsuit pending against the following defendants: Super Micro,
12 Charles Liang, Howard Hideshima, and Yih-Shyan (Wally) Liaw (“Defendants”) (collectively,
13 with Plaintiffs, the “Settling Parties”). The proposed Settlement, if approved by the Court, will
14 apply to the following Class (the “Class”): all Persons that purchased or acquired Super Micro
15 common stock during the Class Period. Excluded from the Class are: (i) Defendants; (ii) members
16 of the immediate families of the Individual Defendants; (iii) Super Micro’s subsidiaries; (iv) the
17 officers and directors of Super Micro during the Class Period; (v) any entity in which any
Defendant has a controlling interest; and (vi) the legal representatives, heirs, successors and
assigns of any such excluded person or entity. Also excluded from the Class will be any Person
who timely and validly seeks exclusion from the Class. Anyone with questions as to whether or
not they are excluded from the Class may call the Claims Administrator toll-free at 1-888-859-
1906.

18 2. **Statement of Class’s Recovery:** Subject to Court approval, and as described more
19 fully in ¶¶46-52 below, Lead Plaintiff, on behalf of the Class, has agreed to settle all Released
20 Claims (as defined in ¶47 below) against Defendants and other Released Defendant Parties (as
21 defined in ¶49 below) in exchange for a settlement payment of \$18.25 million in cash (the
22 “Settlement Amount”) to be deposited into an escrow account. The Net Settlement Fund (the
23 Settlement Fund less Taxes and Tax Expenses, Notice and Administration Expenses, and
24 attorneys’ fees and litigation expenses and awards to the Lead Plaintiff) will be distributed in
accordance with a plan of allocation (the “Plan of Allocation”) that will be approved by the Court
and will determine how the Net Settlement Fund shall be distributed to members of the Class. The
Plan of Allocation is a basis for determining the relative positions of Class Members for purposes
of allocating the Net Settlement Fund. The proposed Plan of Allocation is included in this Notice,
and may be modified by the Court without further notice.

25 3. **Statement of Average Distribution Per Share:** The Settlement Fund consists of
26 the \$18.25 million Settlement Amount plus interest earned. Assuming all potential Class Members
27 elect to participate, the estimated average recovery is \$0.88 per allegedly damaged share before
28 fees and expenses. Class Members may recover more or less than this amount depending on,
among other factors, the aggregate value of the Recognized Claims represented by valid and

1 acceptable Claim Forms as explained in the Plan of Allocation; when their shares were purchased
 2 or acquired and the price at the time of purchase or acquisition; whether the shares were sold, and
 3 if so, when they were sold and for how much. In addition, the actual recovery of Class Members
 4 may be further reduced by the payment of fees and costs from the Settlement Fund, as approved
 5 by the Court.

6 **4. Statement of the Parties’ Position on Damages:** Defendants deny all claims of
 7 wrongdoing, that they engaged in any wrongdoing, that they are liable to Lead Plaintiff and/or the
 8 Class and that Lead Plaintiff or other members of the Class suffered any injury. Moreover, the
 9 parties do not agree on the amount of recoverable damages if Lead Plaintiff prevailed on each of
 10 the claims. The issues on which the parties disagree include, but are not limited to, whether: (1)
 11 the statements made or facts allegedly omitted were material, false or misleading; (2) Defendants
 12 are otherwise liable under the securities laws for those statements or omissions or any alleged
 13 scheme to defraud; and (3) all or part of the damages allegedly suffered by members of the Class
 14 were caused by economic conditions or factors other than the allegedly false or misleading
 15 statements or omissions.

16 **5. Statement of Attorneys’ Fees and Expenses Sought:** Lead Counsel will apply to
 17 the Court, on behalf of all Lead Plaintiff’s Counsel, for an award of attorneys’ fees from the
 18 Settlement Fund of no more than 25% of the Settlement Amount, plus interest earned at the same
 19 rate and for the same period as earned by the Settlement Fund. In addition, Lead Counsel also will
 20 apply to the Court for payment from the Settlement Fund for Lead Plaintiff’s Counsel’s litigation
 21 expenses (reasonable expenses or charges of Lead Plaintiff’s Counsel in connection with
 22 commencing and prosecuting the Litigation), in a total amount not to exceed \$310,000, plus
 23 interest earned at the same rate and for the same period as earned by the Settlement Fund. If the
 24 Court approves Lead Counsel’s fee and expense application, the estimated average cost per
 25 allegedly damaged share is \$0.23. In addition, Lead Counsel may apply for awards to the Lead
 26 Plaintiff in connection with its representation of the Class in an amount not to exceed \$10,000.

27 **6. Identification of Attorneys’ Representatives:** Lead Plaintiff and the Class are
 28 being represented by Robbins Geller Rudman & Dowd LLP (“Lead Counsel”). Any questions
 regarding the Settlement should be directed to Ellen Gusikoff Stewart, Esq. at Robbins Geller
 Rudman & Dowd LLP, 655 W. Broadway, Suite 1900, San Diego, CA 92101, (800) 449-4900,
 settlementinfo@rgrdlaw.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
DO NOTHING	Get no payment. Remain a Class Member. Give up your rights.
REMAIN A MEMBER OF THE CLASS AND SUBMIT A CLAIM FORM POSTMARKED OR SUBMITTED ONLINE NO LATER THAN [____], 2022	This is the only way to be potentially eligible to receive a payment. If you wish to obtain a payment as a member of the Class, you will need to file a claim form (the “Claim Form” or “Proof of Claim Form”), which is included with this Notice, postmarked or submitted online no later than _____, 2022. You must submit a Claim Form even if you previously submitted

1		one in connection with Super Micro’s settlement with the Securities and Exchange Commission.
2		
3	EXCLUDE YOURSELF FROM THE CLASS (OPT OUT) BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS POSTMARKED NO LATER THAN [____], 2022	Receive no payment from this Settlement. This is the only option that allows you to ever potentially be part of any other lawsuit against any of the Defendants or the other Released Defendant Parties concerning the Released Claims. Should you elect to exclude yourself from the Class, you should understand that Defendants and the other Released Defendant Parties will have the right to assert any and all defenses they may have to any claims that you may seek to assert, including, without limitation, the defense that any such claims are untimely under applicable statutes of limitations and statutes of repose.
4		
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11	OBJECT TO THE SETTLEMENT SO THAT IT IS POSTMARKED NO LATER THAN [____], 2022	Write to the Court about your view on the Settlement, or why you don’t think the Settlement is fair to the Class.
12		
13		
14		If you do not exclude yourself from the Class, you may object to the Settlement, the Plan of Allocation, or the request for attorneys’ fees and litigation expenses. You must still submit a Claim Form in order to be potentially eligible to receive any money from the Settlement Fund.
15		
16		
17	GO TO THE HEARING ON [____], 2022, AT __:__.m., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS POSTMARKED NO LATER THAN [____], 2022	Ask to speak in Court about the fairness of the Settlement, the proposed Plan of Allocation, or the request for attorneys’ fees and litigation expenses.
18		
19		
20		

WHAT THIS NOTICE CONTAINS	
Why Did I Get This Notice?	Page ____
What Is This Case About? What Has Happened So Far?	Page ____
How Do I Know If I Am Affected By The Settlement?	Page ____
What Are Lead Plaintiff’s Reasons For The Settlement?	Page ____
What Might Happen If There Were No Settlement?	Page ____
How Much Will My Payment Be?	Page ____
What Rights Am I Giving Up By Agreeing To The Settlement?	Page ____
What Payment Are The Attorneys For The Class Seeking?	Page ____
How Will The Lawyers Be Paid?	Page ____
How Do I Participate In The Settlement?	Page ____
What Do I Need To Do?	Page ____

WHAT THIS NOTICE CONTAINS	
What If I Do Not Want To Be A Part Of The Settlement?	
How Do I Exclude Myself?	Page
When And Where Will The Court Decide Whether To Approve The Settlement?	
Do I Have To Come To The Hearing?	
May I Speak At The Hearing If I Don't Like The Settlement?	Page
What If I Bought Shares On Someone Else's Behalf?	Page
Can I See The Court File? Whom Should I Contact If I Have Questions?	Page

WHY DID I GET THIS NOTICE

7. The purpose of this Notice is to inform you about: (a) this Litigation, (b) the certification of the Class, (c) the terms of the proposed Settlement, and (d) your rights in connection with a hearing to be held before the United States District Court, Northern District of California, Oakland Division (the “Court”), on _____, 2022, at _____.m., to consider the fairness, reasonableness, and adequacy of the Settlement and related matters. This Notice also describes the steps to be taken by those who wish to be excluded from the Class and, for those who remain Class Members, the steps necessary to seek to be potentially eligible to share in the distribution of the Net Settlement Fund in the event the Settlement is approved by the Court.

8. A class action is a type of lawsuit in which the claims of a number of individuals are resolved together, thus providing the class members with both consistency and efficiency. In a class action lawsuit, the Court selects one or more people, known as class representatives, to sue on behalf of all people with similar claims, commonly known as the class or the class members. (For more information on excluding yourself from the Class, please read “What If I Do Not Want To Be A Part Of The Settlement? How Do I Exclude Myself?” located below.) In the Litigation, the Court has appointed Lead Plaintiff New York Hotel Trades Council & Hotel Association of New York City, Inc. Pension Fund as the representatives of the Class and Lead Counsel as Class Counsel, for purposes of the Settlement.

9. The Court in charge of this case is the United States District Court for the Northern District of California, Oakland Division, and the case is known as *Hessefort v. Super Micro Computer, Inc., et al.*, Case No. 4:18-cv-00838-JST. The judge presiding over this case is the Honorable Jon S. Tigar, United States District Judge. The institution which is suing is called Lead Plaintiff, and those who are being sued are called defendants. In this case, the Defendants are Super Micro, Charles Liang, Howard Hideshima and Yih-Shyan (Wally) Liaw.

10. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The purpose of this Notice is to inform you of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Settlement if you wish to do so. It also is being sent to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the proposed Settlement, the proposed Plan of Allocation, and the application by Lead Counsel for attorneys’ fees and litigation expenses (the “Settlement Hearing”).

1 11. The Settlement Hearing will be held on _____, 2022, at _____ .m., before
2 the Honorable Jon S. Tigar, at the United States District Court, Northern District of California,
3 Oakland Division, Oakland Courthouse, Courtroom 6 – 2nd Floor, 1301 Clay Street, Oakland, CA
4 94612, for the following purposes:

5 (a) to determine whether the proposed Settlement on the terms and conditions
6 provided for in the Stipulation is fair, reasonable, and adequate and should be approved by the
7 Court;

8 (b) to determine whether the Judgment as provided for under the Stipulation of
9 Settlement dated April 8, 2022 (the “Stipulation”) should be entered;

10 (c) to determine whether the proposed Plan of Allocation for the net proceeds
11 of the Settlement is fair and reasonable and should be approved by the Court;

12 (d) to determine whether the application by Lead Counsel for an award of
13 attorneys’ fees and litigation expenses should be approved; and

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

15 12. This Notice does not express any opinion by the Court concerning the merits of any
16 claim in the Litigation, and the Court still has to decide whether to approve the Settlement. If the
17 Court approves the Settlement, payments to Authorized Claimants will be made after any appeals
18 are resolved, and after the completion of all claims processing. This process takes time. Please
19 be patient.

20 **WHAT IS THIS CASE ABOUT? WHAT HAS HAPPENED SO FAR?**

21 13. This Litigation arises under Sections 10(b) and 20(a) of the Securities Exchange
22 Act of 1934, and alleges that during the period between August 5, 2016 and January 30, 2018,
23 inclusive (the “Class Period”), Defendants Super Micro, Charles Liang, Howard Hideshima and
24 Yih-Shyan (Wally) Liaw made materially false and misleading statements about Super Micro’s
25 business performance and conditions. More specifically, Lead Plaintiff alleges that during the
26 Class Period, Defendants misled investors regarding Super Micro’s business and financial results.

27 14. Lead Plaintiff alleges that during the Class Period, Defendants knew or recklessly
28 disregarded that Super Micro’s financial statements contained accounting errors from premature
recognition of revenue and that the Company’s internal controls over financial reporting were
ineffective, causing Super Micro stock to trade at artificially inflated levels. On October 26, 2017,
Super Micro announced, among other things, that the Company was investigating prematurely
recognized sales revenue during the quarter ended December 31, 2016, and whether other
additional improper transactions existed. On January 30, 2018, Super Micro announced that the
Company’s “Audit Committee ha[d] completed the previously disclosed investigation” and that
“[a]dditional time [would be] required to analyze the impact, if any, of the results of the
investigation on the Company’s historical financial statements, as well as to conduct additional
reviews before the Company w[ould] be able to finalize its Annual Report on Form 10-K for the
fiscal year ended June 30, 2017.” Super Micro also announced the resignations of three of its
executives. Following this news, the price of Super Micro stock fell \$1.83 per share, or more than

1 7%, to close at \$22.83 per share on January 31, 2018. On November 15, 2018, Super Micro
2 disclosed, among other things, that its financial statements from fiscal year 2015 through the first
3 three quarters of fiscal year 2017 should no longer be relied upon because of errors and would be
4 restated. On May 17, 2019, Super Micro filed its 2017 Form 10-K restating financial results for a
5 five-year period from 2013-2017 and disclosed extensive accounting violations, unethical sales
6 practices, and an inappropriate tone at the top focused on increasing quarterly revenues at the
expense of compliance. On August 25, 2020, the Securities and Exchange Commission entered
three separate cease-and-desist orders against defendants Super Micro, Liang and Hideshima,
pertaining to additional events and allegations that occurred during the Class Period.

7 15. On October 14, 2020, Lead Plaintiff filed its Fourth Amended Consolidated Class
8 Action Complaint for Violation of the Federal Securities Laws. On October 28, 2020, Defendants
9 supplemented their existing motions to dismiss, Lead Plaintiff filed a supplemental brief in
10 opposition to the motion to dismiss on November 12, 2020. On November 25, 2020, Defendants
11 filed supplemental reply briefs. On March 29, 2021, the Court issued an order granting in part,
12 and denying in part, the motions to dismiss the Complaint.

13 16. Following the Court's order on the motion to dismiss, Lead Plaintiff and
14 Defendants commenced fact discovery, including document requests directed to the parties and
15 subpoenas *duces tecum* directed to third parties. The parties negotiated and provided to the Court
16 a [Proposed] Joint Stipulated Protective Order, which was entered by the Court on June 24, 2021.

17 17. On September 1, 2021, Lead Plaintiff filed its motion to certify the class, appoint
18 class representative, and appoint class counsel. Defendants requested and received documents
19 from Lead Plaintiff and its investment manager. Defendants took the deposition of Lead Plaintiff's
20 investment manager on December 8, 2021, and of Lead Plaintiff's expert on market efficiency on
21 January 21, 2022.

22 18. In the course of the Litigation, the Settling Parties engaged the services of Michelle
23 Yoshida, of Phillips ADR, a nationally recognized mediator. The Settling Parties engaged in a
24 mediation session with Ms. Yoshida on December 2, 2021. In advance of the mediation, the parties
25 exchanged and provided to Ms. Yoshida detailed confidential mediation briefs with supporting
26 exhibits. While the Settling Parties did not reach an agreement to settle the Litigation at the
27 mediation, the Settling Parties continued settlement negotiations with the assistance of Ms.
28 Yoshida. On March 11, 2022, the Settling Parties executed a term sheet setting forth their
agreement in principle to resolve the Litigation.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

19 19. If you are a member of the Class, you are subject to the Settlement unless you timely
20 request to be excluded. The Class consists of all Persons that purchased or acquired Super Micro
21 common stock between August 5, 2016 and January 30, 2018, inclusive. Excluded from the Class
22 are: (i) Defendants; (ii) members of the immediate families of the Individual Defendants; (iii)
23 Super Micro's subsidiaries; (iv) the officers and directors of Super Micro during the Class Period;
24 (v) any entity in which any Defendant has a controlling interest; and (vi) the legal representatives,
25 heirs, successors and assigns of any such excluded person or entity. Also excluded from the Class
26 will be any Person who timely and validly seeks exclusion from the Class. Anyone with questions
27 as to whether or not they are excluded from the Class may call the Claims Administrator toll-free
28

1 at 1-888-859-1906. (See “What If I Do Not Want To Be A Part Of The Settlement? How Do I
2 Exclude Myself?” below.)

3 RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU
4 ARE A CLASS MEMBER OR THAT YOU ARE ENTITLED TO RECEIVE
5 PROCEEDS FROM THE SETTLEMENT. IF YOU WISH TO BE
6 POTENTIALLY ELIGIBLE TO RECEIVE A DISTRIBUTION OF THE
7 SETTLEMENT PROCEEDS, YOU MUST COMPLETE, SIGN AND SUBMIT
8 THE ENCLOSED CLAIM FORM POSTMARKED NO LATER THAN
9 [____], 2022. YOU MAY ALSO SUBMIT A CLAIM FORM ONLINE
10 AT WWW.SUPERMICROSECURITIESSETTLEMENT.COM BY _____, 2022.

7 **WHAT ARE LEAD PLAINTIFF’S REASONS FOR THE SETTLEMENT?**

8
9 20. Lead Plaintiff and Lead Counsel believe that the claims asserted against Defendants
10 have merit. Lead Plaintiff and Lead Counsel recognize, however, the expense and length of
11 continued proceedings necessary to pursue their claims against Defendants through trial and
12 appeals, as well as the difficulties in establishing liability, obtaining class certification and
13 establishing damages. Lead Plaintiff and Lead Counsel have considered the amount of the
14 Settlement, as well as the uncertain outcome and risk in complex lawsuits like this one. Such risks
15 include, in particular, the risk that Lead Plaintiff would be unsuccessful in proving that the
16 remaining Defendants’ alleged misstatements were materially false and misleading, made with
17 scienter (that is, the requisite state of mind), or caused compensable damages to the Class.

18 21. In light of the amount of the Settlement and the immediacy of recovery to the Class,
19 Lead Plaintiff and Lead Counsel believe that the proposed Settlement is fair, reasonable and
20 adequate, and in the best interests of the Class. Lead Plaintiff and Lead Counsel believe that the
21 Settlement provides a substantial benefit now, namely \$18.25 million in cash (less the various
22 deductions described in this Notice), as compared to the risk that the claims would produce a
23 smaller recovery, or no recovery after summary judgment, trial and appeals, possibly years in the
24 future.

25 22. Defendants have denied and continue to deny each and all of the claims alleged by
26 Lead Plaintiff in the Litigation. Defendants expressly have denied and continue to deny all charges
27 of wrongdoing or liability against them arising out of any of the conduct, statements, acts or
28 omissions alleged, or that could have been alleged, in the Litigation. Defendants also have denied
and continue to deny, among other things, the allegations that Lead Plaintiff or the Class have
suffered any damage, or that Lead Plaintiff or the Class were harmed by the conduct alleged in the
Litigation.

23 **WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?**

24
25 23. If there were no Settlement and Lead Plaintiff failed to establish any essential legal
26 or factual element of the alleged claims, neither Lead Plaintiff nor the Class would recover
27 anything from Defendants. If Lead Plaintiff was not to succeed in obtaining class certification,
28 Defendants may have asserted the defense that the claims of Class Members were untimely under
applicable statutes of limitations and statutes of repose. Also, if Defendants were successful in

1 proving any of their defenses, the Class likely would recover substantially less than the amount
2 provided in the Settlement, or nothing at all.

3 **HOW MUCH WILL MY PAYMENT BE?**

4 24. Defendants have agreed to cause to be paid Eighteen Million Two Hundred and
5 Fifty Thousand Dollars (\$18,250,000.00) in cash into escrow for the benefit of the Class. At this
6 time, it is not possible to make any determination as to how much individual Class Members may
7 receive from the Settlement. Lead Plaintiff has proposed a plan for allocating the Net Settlement
8 Fund to those Class Members who timely submit valid Proof of Claim Forms. The Plan of
9 Allocation proposed by Lead Plaintiff is set forth below, and additional information is available
10 on the website created for purposes of this Settlement,
11 www.SuperMicroSecuritiesSettlement.com.

12 25. Payment pursuant to the Plan of Allocation shall be conclusive against all
13 Authorized Claimants. No person or entity shall have any claim based on distributions made
14 substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of
15 Allocation, or further order(s) of the Court against Lead Plaintiff's Counsel, the Lead Plaintiff,
16 Class Members, the Claims Administrator, Defendants and the other Released Defendant Parties
17 (defined below), or any person or entity designated by Lead Counsel. All members of the Class
18 who fail to timely submit an acceptable Claim Form by the deadline set by the Court, or such other
19 deadline as may be ordered by the Court, or otherwise allowed, shall be forever barred from
20 receiving any payments pursuant to the Settlement, but will in all other respects be subject to and
21 bound by the terms of the Settlement, including Class Members' release of all Released Claims.

22 26. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable
23 grounds the claim of any member of the Class.

24 27. The Plan of Allocation set forth below is the proposed plan submitted by Lead
25 Plaintiff and Lead Counsel for the Court's approval. The Court may approve this plan as proposed
26 or it may modify it without further notice to the Class.

27 28. Each claimant shall be deemed to have submitted to the jurisdiction of the United
28 States District Court for the Northern District of California, Oakland Division, with respect to his,
her or its Claim Form.

29 29. Persons and entities that exclude themselves from the Class will not be eligible to
receive a distribution from the Net Settlement Fund and should not submit Proof of Claim Forms.

30 **PLAN OF ALLOCATION**

31 30. The objective of the Plan of Allocation is to equitably distribute the settlement
32 proceeds to those Class Members who suffered economic losses as a proximate result of the alleged
33 wrongdoing. In developing the Plan of Allocation, Lead Plaintiff's damages consultant calculated
34 the potential amount of estimated alleged artificial inflation in Super Micro common stock which
35 allegedly was proximately caused by Defendants' alleged false and misleading statements and
36 material omissions. In calculating the estimated alleged artificial inflation allegedly caused by

1 Defendants' alleged misrepresentations and omissions, Lead Plaintiff' damages consultant
 2 considered the market and industry adjusted price changes in Super Micro's stock price following
 3 certain corrective disclosures regarding Super Micro and the allegations in the Fourth Amended
 4 Complaint.

5 31. The calculations made pursuant to the Plan of Allocation are not intended to be
 6 estimates of, nor indicative of, the amounts that Class Members might have been able to recover
 7 after a trial. Nor are the calculations pursuant to the Plan of Allocation intended to be estimates
 8 of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The
 9 computations under the Plan of Allocation are only a method to weigh the claims of Authorized
 10 Claimants against one another for the purposes of making *pro rata* allocations of the Net
 11 Settlement Fund.

12 CALCULATION OF RECOGNIZED LOSS AMOUNTS

13 32. In order to have recoverable damages, a disclosure of the alleged truth omitted or
 14 concealed by the misrepresentations must be the cause of the decline in the price of Super Micro
 15 common stock. In this case, Lead Plaintiff alleges that Defendants made false statements and
 16 omitted material facts during the Class Period, which had the effect of artificially inflating the
 17 prices of Super Micro common stock.

18 33. Based on the formula set forth below, a "Recognized Loss Amount" will be
 19 calculated for each purchase or acquisition of Super Micro common stock during the Class Period
 20 that is listed in the Proof of Claim Form and for which adequate documentation is provided. In
 21 the calculations below, if a Recognized Loss Amount calculates to a negative number, that
 22 Recognized Loss Amount shall be zero.

23 34. The allocation below is based on the following inflation per share amounts for Class
 24 Period share purchases and sales as well as the statutory PSLRA 90 day-look back amount of
 25 \$16.43.

26 Inflation Period	27 Inflation per Share
28 August 5, 2016 – August 29, 2017	\$12.20
August 30, 2017 – September 14, 2017	\$10.69
September 15, 2017 – September 17, 2017	\$8.75
September 18, 2017 – October 26, 2017	\$6.55
October 27, 2017 – January 30, 2018	\$5.13
January 31, 2018 – March 18, 2018	\$3.32
March 19, 2018 – August 21, 2018	\$2.70

29 For shares of Super Micro common stock purchased, or acquired, on or between August 5, 2016
 30 through and including January 30, 2018, the claim per share shall be as follows:

- 31 (a) If sold prior to August 30, 2017, the claim per share is \$0.00.
- 32 (b) If sold on or between August 30, 2017 through August 21, 2018, the claim
 33 per share shall be the lesser of: (i) the inflation per share at the time of
 34 purchase less the inflation per share at the time of sale; and (ii) the
 35 difference between the purchase price and the selling price.

1 (c) If retained at the end of August 21, 2018 and sold on or before November
2 19, 2018, the claim per share shall be the least of: (i) the inflation per share
3 at the time of purchase; (ii) the difference between the purchase price and
the selling price; and (iii) the difference between the purchase price and the
average closing price up to the date of sale as set forth in Table A below.

4 (d) If retained at the end of November 19, 2018, or sold thereafter, the claim
5 per share shall be the lesser of: (i) the inflation per share at the time of
purchase and (ii) the difference between the purchase price and \$16.43.

6 **ADDITIONAL PROVISIONS**

7 35. The Net Settlement Fund will be allocated among all Authorized Claimants based
8 on the amount of each Authorized Claimant's Recognized Claim (defined below).

9 36. If a Class Member has more than one purchase/acquisition or sale of Super Micro
10 common stock, purchases/acquisitions and sales shall be matched on a First In, First Out ("FIFO")
11 basis. Class Period sales will be matched first against any holdings at the beginning of the Class
Period, and then against purchases/acquisitions in chronological order, beginning with the earliest
purchase/acquisition made during the Class Period.

12 37. A claimant's "Recognized Claim" under the Plan of Allocation shall be the sum of
13 his, her or its Recognized Loss Amounts.

14 38. The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata*
15 basis based on the relative size of their Recognized Claims. Specifically, a "Distribution Amount"
16 will be calculated for each Authorized Claimant, which shall be the Authorized Claimant's
Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied
17 by the total amount in the Net Settlement Fund. If any Authorized Claimant's Distribution Amount
calculates to less than \$10.00, it will not be included in the calculation and no distribution will be
made to such Authorized Claimant.

18 39. Purchases or acquisitions and sales of Super Micro common stock shall be deemed
19 to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment"
20 date. The receipt or grant by gift, inheritance or operation of law of Super Micro common stock
during the Class Period shall not be deemed a purchase, acquisition or sale of Super Micro common
21 stock for the calculation of an Authorized Claimant's Recognized Loss Amount, nor shall the
receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of any
22 Super Micro common stock unless (i) the donor or decedent purchased or otherwise acquired such
Super Micro common stock during the Class Period; (ii) no Claim Form was submitted by or on
23 behalf of the donor, on behalf of the decedent, or by anyone else with respect to those shares; and
(iii) it is specifically so provided in the instrument of gift or assignment.

24 40. The date of covering a "short sale" is deemed to be the date of purchase or
25 acquisition of the Super Micro common stock. The date of a "short sale" is deemed to be the date
of sale of the Super Micro common stock. Under the Plan of Allocation, however, the Recognized
26 Loss Amount on "short sales" is zero. In the event that a claimant has an opening short position
27 in Super Micro common stock, the earliest Class Period purchases or acquisitions of Super Micro
common stock shall be matched against such opening short position, and not be entitled to a
28 recovery, until that short position is fully covered.

1 41. Option contracts are not securities eligible to participate in the Settlement. With
2 respect to Super Micro common stock purchased or sold through the exercise of an option, the
3 purchase/sale date of the common stock is the exercise date of the option and the purchase/sale
price of the common stock is the exercise price of the option.

4 42. To the extent a claimant had a market gain with respect to his, her, or its overall
5 transactions in Super Micro common stock during the Class Period, the value of the claimant's
6 Recognized Claim shall be zero. Such claimants shall in any event be bound by the Settlement.
7 To the extent that a claimant suffered an overall market loss with respect to his, her, or its overall
8 transactions in Super Micro common stock during the Class Period, but that market loss was less
9 than the total Recognized Claim calculated above, then the claimant's Recognized Claim shall be
10 limited to the amount of the actual market loss.

11 43. After the initial distribution of the Net Settlement Fund, the Claims Administrator
12 shall make reasonable and diligent efforts to have Authorized Claimants cash their distribution
13 checks. To the extent any monies remain in the fund within a reasonable time after the initial
14 distribution, if Lead Counsel, in consultation with the Claims Administrator, determine that it is
15 cost-effective to do so, the Claims Administrator shall conduct a re-distribution of the funds
16 remaining after payment of any unpaid fees and expenses incurred in administering the Settlement,
17 including for such re-distribution, to Authorized Claimants who have cashed their initial
distributions and who would receive at least \$10.00 from such re-distribution. Additional re-
18 distributions to Authorized Claimants who have cashed their prior checks and who would receive
19 at least \$10.00 on such additional re-distributions may occur thereafter if Lead Counsel, in
20 consultation with the Claims Administrator, determine that additional re-distributions, after the
21 deduction of any additional fees and expenses incurred in administering the Settlement, including
22 for such re-distributions, would be cost-effective. At such time as it is determined that the re-
23 distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining
24 balance shall be contributed to the Investor Protection Trust.

25 44. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may
26 be approved by the Court, shall be conclusive against all Authorized Claimants. No person shall
27 have any claim against the Lead Plaintiff, Lead Counsel, Lead Plaintiff's damages consultant, or
28 the Claims Administrator or other agent designated by Lead Counsel, or the Defendants' releasees
and/or their respective counsel, arising from distributions made substantially in accordance with
the Stipulation, the Plan of Allocation approved by the Court, or further orders of the Court. The
Lead Plaintiff, and Defendants, their respective counsel, Lead Plaintiff's damages consultant, and
all other releasees shall have no responsibility or liability whatsoever for the investment or
distribution of the Settlement Fund, the Net Settlement Fund, the Plan of Allocation, or the
determination, administration, calculation, or payment of any Claim Form or nonperformance of
the Claims Administrator, the payment or withholding of taxes (including interest and penalties)
owed by the Settlement Fund, or any losses incurred in connection therewith.

 45. The Plan of Allocation set forth herein is the plan that is being proposed to the
Court for its approval by Lead Plaintiff after consultation with its damages consultant. The Court
may approve this plan as proposed or it may modify the Plan of Allocation without further notice
to the Class. Any orders regarding any modification of the Plan of Allocation will be posted on
the Settlement website.

WHAT RIGHTS AM I GIVING UP BY AGREEING TO THE SETTLEMENT?

46. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). The Judgment will dismiss with prejudice the claims against Defendants and will provide that Lead Plaintiff, and all other Released Plaintiff Parties (as defined in ¶50 below) shall have waived, released, discharged, and dismissed each and every one of the Released Claims (as defined in ¶47 below), including Unknown Claims (as defined in ¶51 below), against each and every one of the Released Defendant Parties (as defined in ¶49 below) and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Claims against any and all of the Released Defendant Parties, whether or not they execute and deliver the Claim Form or share in the Settlement Fund. Claims to enforce the terms of the Settlement are not released.

47. “Released Claims” means any and all claims, rights, liabilities, and causes of action of every nature and description, including both known claims and Unknown Claims, whether contingent or absolute, asserted or unasserted, mature or unmature, discoverable or undiscoverable, liquidated or unliquidated, accrued or unaccrued, including those that are concealed or hidden, regardless of legal or equitable theory, that both (i) arise out of, are based upon, or are related in any way to the allegations, acts, facts, matters, occurrences, disclosures, filings, statements, representations, or omissions that were or could have been alleged by Lead Plaintiff and all other Class Members in the Litigation whether arising under federal, state, local, common or foreign law, or any other law, rule, or regulation, whether class or individual in nature, and (ii) relate to the purchase or acquisition of Super Micro common stock during the Class Period. Notwithstanding the foregoing, “Released Claims” does not include claims relating to the enforcement of the Settlement, or claims asserted in any derivative action based on similar allegations, or claims under or against the Super Micro Computer, Inc. Fair Fund.

48. “Released Defendants’ Claims” means all claims and causes of action of every nature and description, including both known claims and Unknown Claims (as defined below), whether arising under federal, state, common or foreign law, or any other law, that Defendants could have asserted against any of the Released Plaintiff Parties, including Lead Plaintiff’s Counsel and Class Members, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims in the Action, except for claims relating to the enforcement of the Settlement.

49. “Released Defendant Parties” means each and all of the Defendants, and each of their Related Persons.

50. “Released Plaintiff Parties” means the Lead Plaintiff, each and every Class Member, Lead Plaintiff’s Counsel, and each of their respective past or present trustees, officers, directors, partners, employees, contractors, auditors, principals, agents, attorneys, predecessors, successors, assigns, insurers, parents, subsidiaries, general or limited partners or partnerships, and limited liability companies; and the spouses, members of the immediate families, representatives, and heirs of any Released Plaintiff Party who is an individual, as well as any trust of which any Released Plaintiff Party is the settlor or which is for the benefit of any of their immediate family members. Released Plaintiff Parties does not include any Person who timely and validly seeks exclusion from the Class.

1 51. “Unknown Claims” means any and all Released Claims that Lead Plaintiff or any
 2 other Class Member does not know or suspect to exist in his, her, or its favor at the time of the
 3 release of the Released Defendant Parties, and any and all Released Defendants’ Claims that any
 4 Defendant does not know or suspect to exist in his, her or its favor, which if known by him, her or
 5 it, might have affected his, her or its decision to enter into this Settlement, execute the Stipulation,
 6 and agree to all the various releases set forth herein, or might have affected his, her or its decision
 7 not to object to this Settlement or not exclude himself, herself or itself from the Class. Unknown
 8 Claims include, without limitation, those claims in which some or all of the facts composing the
 9 claim may be unsuspected, undisclosed, concealed, or hidden. With respect to any and all Released
 10 Claims and Released Defendants’ Claims, the Released Parties stipulate and agree that, upon the
 11 Effective Date, Lead Plaintiff and Class Members (as regards the Released Claims) and the
 12 Defendants (as regards the Released Defendants’ Claims) shall expressly waive and relinquish,
 13 and each Class Member shall be deemed to have and by operation of law and of the Judgment shall
 14 have, expressly waived and relinquished, to the fullest extent permitted by law, any and all
 15 provisions, rights and benefits conferred by California Civil Code §1542, or any law of any state
 16 or territory of the United States, or principle of common law or of international or foreign law,
 17 which is similar, comparable, or equivalent to Cal. Civ. Code §1542, which provides:

11 **A general release does not extend to claims which the creditor or
 12 releasing party does not know or suspect to exist in his or her favor at the time
 13 of executing the release and that, if known by him or her, would have
 14 materially affected his or her settlement with the debtor or released party.**

14 52. The Judgment also will provide that Defendants and each of the other Released
 15 Defendant Parties shall be deemed to have waived, released, discharged, and dismissed as against
 16 the Released Plaintiff Parties all Released Defendants’ Claims, which includes all claims and
 17 causes of action of every nature and description, including both known claims and Unknown
 18 Claims, whether arising under federal, state, common or foreign law, or any other law, that
 19 Defendants could have asserted against any of the Released Plaintiff Parties, including Lead
 20 Plaintiff’s Counsel, that arise out of or relate in any way to the institution, prosecution, or
 21 settlement of the claims in the Litigation, except for claims relating to the enforcement of the
 22 Settlement.

20 **WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING? HOW
 21 WILL THE LAWYERS BE PAID?**

22 53. Lead Counsel has not received any payment for its services in pursuing claims
 23 against Defendants on behalf of the Class, nor has Lead Counsel been paid for its expenses. Before
 24 final approval of the Settlement, Lead Counsel intends to apply to the Court for an award of
 25 attorneys’ fees on behalf of all Lead Plaintiff’s Counsel from the Settlement Fund of no more than
 26 25% of the Settlement Amount, plus interest. At the same time, Lead Counsel also intends to
 27 apply for the payment from the Settlement Fund for Lead Plaintiff’s Counsel’s litigation expenses
 28 in a total amount not to exceed \$310,000, plus interest. The Court will determine the amount of
 the award of fees and expenses. Lead Counsel may apply for an award to the Lead Plaintiff not to
 exceed \$10,000 in connection with its representation of the Class. Such sums as may be approved
 by the Court will be paid from the Settlement Fund. Class Members are not personally liable for
 any such fees or expenses.

**HOW DO I PARTICIPATE IN THE SETTLEMENT?
WHAT DO I NEED TO DO?**

54. If you fall within the definition of the Class as described above, and you are not excluded by the definition of the Class and you do not elect to exclude yourself from the Class, then you are a Class Member, and you will be bound by the proposed Settlement if the Court approves it, and by any judgment or determination of the Court affecting the Class. If you are a Class Member, you must submit a Claim Form and supporting documentation to establish your potential entitlement to share in the proceeds of the Settlement. A Claim Form is included with this Notice, or you may go to the website maintained by the Claims Administrator for the Settlement to submit a claim online or to request that a Claim Form be mailed to you. The website is www.SuperMicroSecuritiesSettlement.com. You may also request a Claim Form by calling toll-free 1-888-859-1906. Those who exclude themselves from the Class, and those who do not submit timely and valid Claim Forms with adequate supporting documentation, will not be entitled to share in the proceeds of the Settlement unless otherwise ordered by the Court. Please retain all original records of your ownership of, or transactions in the shares, as they may be needed to document your claim.

55. As a Class Member, for purposes of the Settlement, you are represented by Lead Plaintiff, and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf.

56. If you do not wish to remain a Class Member, you may exclude yourself from the Class by following the instructions in the section entitled, “What If I Do Not Want To Be A Part Of The Settlement? How Do I Exclude Myself?” below. If you exclude yourself from the Class, you will not be eligible to receive any benefit from the Settlement and you should not submit a Claim Form but you will retain the right to be a part of any other lawsuit against any of the Released Defendant Parties (as defined in ¶49 above) with respect to any of the Released Claims (as defined in ¶47 above).

57. If you wish to object to the Settlement or any of its terms, the proposed Plan of Allocation, or Lead Counsel’s application for attorneys’ fees and litigation expenses, and if you do not exclude yourself from the Class, you may present your objections by following the instructions in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?” below. If you exclude yourself from the Class, you are not entitled to submit an objection.

**WHAT IF I DO NOT WANT TO BE A PART OF THE SETTLEMENT?
HOW DO I EXCLUDE MYSELF?**

58. Each Class Member will be bound by all determinations and judgments in this lawsuit concerning the Settlement, whether favorable or unfavorable, unless such person or entity mails, by first-class mail (or its equivalent outside the U.S.), or otherwise delivers a written request for exclusion from the Class, addressed to Super Micro Securities Settlement, EXCLUSIONS, c/o Gilardi & Co. LLC, 150 Royall Street, Suite 101, Canton, MA 02021. The exclusion request must be received no later than _____, 2022. Each request for exclusion must clearly indicate the

1 name, address and telephone number of the person or entity seeking exclusion, that the sender
2 requests to be excluded from the Class in *Hessefort v. Super Micro Computer, Inc., et al.*, Case
3 No. 4:18-cv-00838-JST, and must be signed by such person. Such persons or entities requesting
4 exclusion are also directed to provide the following information: the number of shares of Super
5 Micro common stock that the Person requesting exclusion (i) owned as of the opening of trading
6 on August 5, 2016; and (ii) purchased, acquired and/or sold from August 5, 2016 through January
7 30, 2018, inclusive, as well as the number of shares, dates and prices for each such purchase,
8 acquisition and sale. The request for exclusion shall not be effective unless it provides the required
9 information and is made within the time stated above, or the exclusion is otherwise accepted by
10 the Court. Should you elect to exclude yourself from the Class, you should understand that
11 Defendants and the other Released Defendant Parties will have the right to assert any and all
12 defenses they may have to any claims that you may seek to assert, including, without limitation,
13 the defense that any such claims are untimely under applicable statutes of limitations and statutes
14 of repose.

15
16 59. If you do not want to be part of the Class, you must follow these instructions for
17 exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding
18 relating to any Released Claim against any of the Released Defendant Parties. Excluding yourself
19 from the Class is the only option that allows you to be part of any other current or future lawsuit
20 against Defendants or any of the other Released Defendant Parties concerning the Released
21 Claims. Please note, however, if you decide to exclude yourself from the Class, you may be time-
22 barred from asserting the claims covered by the Litigation by a statute of repose.

23
24 60. If you ask to be excluded, do not submit a Claim Form because you cannot receive
25 any payment from the Net Settlement Fund. If a person or entity requests to be excluded from the
26 Class, that person or entity will not receive any benefit provided for in the Stipulation.

27
28 61. If the requests for exclusion from the Settlement exceed a certain amount, as set
forth in a separate confidential supplemental agreement between Lead Plaintiff and Defendants
(the "Supplemental Agreement"), Super Micro shall have, in its discretion, the option to terminate
the Settlement in accordance with the procedures set forth in the Supplemental Agreement.

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER
TO APPROVE THE SETTLEMENT?
DO I HAVE TO COME TO THE HEARING?
MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?**

62. If you do not wish to object in person to the proposed Settlement, the proposed Plan
of Allocation, and/or the application for attorneys' fees and litigation expenses, you do not need
to attend the Settlement Hearing. You can object to or participate in the Settlement without
attending the Settlement Hearing.

63. The Settlement Hearing will be held on _____, 2022, at _____ .m., before
the Honorable Jon S. Tigar, at the United States District Court, Northern District of California,
Oakland Division, Oakland Courthouse, Courtroom 6 – 2nd Floor, 1301 Clay Street, Oakland, CA
94612. The Court reserves the right to approve the Settlement or the Plan of Allocation, Lead
Counsel's motion for an award of attorneys' fees and expenses, and/or any other matter related to

1 the Settlement at or after the Settlement Hearing without further notice to the members of the
2 Class.

3 64. Any Class Member who does not request exclusion such that it is received no later
4 than _____, 2022, may object to the Settlement, the Plan of Allocation, or Lead Counsel's
5 request for an award of attorneys' fees and litigation expenses. You can ask the Court to deny
6 approval by filing an objection. You cannot ask the Court to order a different settlement; the Court
7 can only approve or reject the Settlement. If the Court denies approval, no settlement payments
8 will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

9 65. Any objection to the proposed Settlement must be in writing. If you file a timely
10 written objection, you may, but are not required to, appear at the Settlement Hearing, either in
11 person or through your own attorney. If you appear through your own attorney, you are responsible
12 for hiring and paying that attorney. All written objections and supporting papers must (a) clearly
13 identify the case name and number (*Hessefort v. Super Micro Computer, Inc., et al.*, Case No.
14 4:18-cv-00838-JST), (b) be submitted to the Court either by mailing them to the Class Action
15 Clerk, United States District Court for the Northern District of California, Oakland Division, 1301
16 Clay Street, Suite 400 S, Oakland, CA 94612, or by filing them in person at any location of the
17 United States District Court for the Northern District of California, and (c) be filed or postmarked
18 on or before _____, 2022.

19 66. The notice of objection must include documentation establishing the objecting
20 Person's membership in the Class, including the number of shares of Super Micro common stock
21 that the objecting Person (1) owned as of the opening of trading on August 5, 2016, and (2)
22 purchased, acquired and/or sold during the Class Period, as well as the dates and prices for each
23 such purchase, acquisition and sale, and contain a statement of reasons for the objection, copies of
24 any papers, briefs, or other documents upon which the objection is based, a statement of whether
25 the objector intends to appear at the Settlement Hearing, and the objector's signature, even if
26 represented by counsel. The objection must state whether it applies only to the objector, to a
27 specific subset of the Class, or to the entire Class. In addition, the objector must identify all class
28 action settlements to which the objector and his, her or its counsel has previously objected.
Documentation establishing membership in the Class must consist of copies of brokerage
confirmation slips or monthly brokerage account statements, or an authorized statement from the
objector's broker containing the transactional and holding information found in a broker
confirmation slip or account statement. Objectors who desire to present evidence at the Settlement
Hearing in support of their objection must include in their written objection or notice of appearance
the identity of any witnesses they may call to testify and any exhibits they intend to introduce into
evidence at the hearing.

67. You may not object to the Settlement or any aspect of it, if you exclude yourself
from the Class.

68. You may file a written objection without having to appear at the Settlement
Hearing. You may not appear at the Settlement Hearing to present your objection, however, unless
you have first filed a written objection in accordance with the procedures described above, unless
the Court orders otherwise.

69. You are not required to hire an attorney to represent you in making written
objections or in appearing at the Settlement Hearing. If you decide to hire an attorney, which will

1 be at your own expense, however, he or she must file a notice of appearance with the Court by
2 _____, 2022.

3 70. The Settlement Hearing may be adjourned by the Court without further written
4 notice to the Class, other than a posting of the adjournment on the Settlement website,
5 www.SuperMicroSecuritiesSettlement.com. If you plan to attend the Settlement Hearing, you
6 should confirm the date and time with Lead Counsel.

7 **Unless the Court orders otherwise, any Class Member who does not object in**
8 **the manner described above will be deemed to have waived any objection and**
9 **shall be forever foreclosed from making any objection to the proposed**
10 **Settlement, the proposed Plan of Allocation, or Lead Counsel's request for an**
11 **award of attorneys' fees and litigation expenses. Class Members do not need**
12 **to appear at the hearing or take any other action to indicate their approval.**

13 **WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?**

14 71. Nominees who purchased or acquired Super Micro common stock for beneficial
15 owners who are Class Members are directed to: (a) request within seven (7) calendar days of
16 receipt of this Notice additional copies of the Notice and the Claim Form from the Claims
17 Administrator for such beneficial owners; or (b) send a list of the names and addresses of such
18 beneficial owners to the Claims Administrator within seven (7) calendar days after receipt of this
19 Notice. If a nominee elects to send the Notice to beneficial owners, such nominee is directed to
20 mail the Notice within seven (7) calendar days of receipt of the additional copies of the Notice
21 from the Claims Administrator, and upon such mailing, the nominee shall send a statement to the
22 Claims Administrator confirming that the mailing was made as directed, and the nominee shall
23 retain the list of names and addresses for use in connection with any possible future notice to the
24 Class. Upon full compliance with these instructions, including the timely mailing of the Notice to
25 beneficial owners, such nominees may seek reimbursement of their reasonable expenses actually
26 incurred in complying with these instructions by providing the Claims Administrator with proper
27 documentation supporting the expenses for which reimbursement is sought and reflecting
28 compliance with these instructions, including timely mailing of the Notice, if the nominee elected
or elects to do so. Such properly documented expenses incurred by nominees in compliance with
the terms of these instructions will be paid from the Settlement Fund. Copies of this Notice may
also be obtained by calling toll-free 1-888-859-1906, and may be downloaded from the Settlement
website, www.SuperMicroSecuritiesSettlement.com.

29 **CAN I SEE THE COURT FILE?**
30 **WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?**

31 72. This Notice contains only a summary of the terms of the proposed Settlement.
32 More detailed information about the matters involved in the Litigation is available at www.Super
33 MicroSecuritiesSettlement.com, including, among other documents, copies of the Stipulation and
34 Proof of Claim Form. This Notice summarizes the proposed Settlement. For the precise terms
35 and conditions of the Settlement, please see the settlement agreement available at
36 www.SuperMicroSecuritiesSettlement.com, or by contacting Lead Counsel below. You may also
37 access the Court docket in this case, for a fee, through the Court's Public Access to Court
38 Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of

1 the Clerk of the Court for the United States District Court for the Northern District of California,
2 Oakland Division, 1301 Clay Street, Suite 400 S, Oakland, CA 94612, between 9:00 a.m. and 4:00
3 p.m., Monday through Friday, excluding Court holidays. All inquiries concerning this Notice or
the Claim Form should be directed to:

4 *Super Micro Securities Settlement*

c/o Gilardi & Co. LLC

PO Box 43370

____ Providence, RI 02940-3370 _____

-or-

5 Ellen Gusikoff Stewart, Esq.

6 ROBBINS GELLER RUDMAN & DOWD LLP

7 655 W. Broadway, Suite 1900

8 San Diego, CA 92101

(800) 449-4900

9 settlementinfo@rgrdlaw.com

Lead Counsel

10 **DO NOT CALL OR WRITE THE COURT, DEFENDANTS, DEFENDANTS'**
11 **COUNSEL, OR THE OFFICE OF THE CLERK OF COURT**
12 **TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

13 Dated: _____, 2022

By Order of the Court
United States District Court
Northern District of California
Oakland Division

EXHIBIT A-2

1 ROBBINS GELLER RUDMAN
 & DOWD LLP
 2 SHAWN A. WILLIAMS (213113)
 DANIEL J. PFEFFERBAUM (248631)
 3 Post Montgomery Center
 One Montgomery Street, Suite 1800
 4 San Francisco, CA 94104
 Telephone: 415/288-4545
 5 415/288-4534 (fax)
 shawnw@rgrdlaw.com
 6 dpfefferbaum@rgrdlaw.com
 – and –

7 ELLEN GUSIKOFF STEWART (144892)
 PATTON L. JOHNSON (320631)
 8 655 West Broadway, Suite 1900
 San Diego, CA 92101
 9 Telephone: 619/231-1058
 619/231-7423 (fax)
 10 elleng@rgrdlaw.com
 pjohnson@rgrdlaw.com

11 Lead Counsel for Plaintiffs

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

16 LOGAN HESSEFORT, Individually and on)	Lead Case No. 4:18-cv-00838-JST
Behalf of All Others Similarly Situated,)	
)	<u>CLASS ACTION</u>
17 Plaintiff,)	
)	PROOF OF CLAIM FORM
18 vs.)	
)	EXHIBIT A-2
19 SUPER MICRO COMPUTER, INC., et al.,)	
)	
20 Defendants.)	
)	
21)	

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Super Micro Securities Settlement

c/o Gilardi & Co. LLC

PO Box 43370

Providence, RI 02940-3370

Toll-Free Number: 1-888-859-1906

Email: info@SuperMicroSecuritiesSettlement.com

Website: www.SuperMicroSecuritiesSettlement.com

PROOF OF CLAIM

To be eligible to receive a share of the Net Settlement Fund in connection with the Settlement of this Litigation, you must complete and sign this Proof of Claim Form (“Claim Form”) and mail it by first-class mail to the above address, *postmarked no later than _____, 2022 or submit it online at the above website on or before _____, 2022.*¹

Failure to submit your Claim Form by the date specified will subject your claim to rejection and may preclude you from being eligible to receive any money in connection with the Settlement.

Do not mail or deliver your Claim Form to the Court, the parties to the Litigation, or their counsel. Submit your Claim Form only to the Claims Administrator at the address or website set forth above.

¹ You must submit a Claim Form even if you previously submitted one in connection with the SEC’s settlement with Super Micro (Super Micro Computer, Inc. Fair Fund (smcfairfund.com)).

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1 **I. PART I – INSTRUCTIONS**

2 **A. GENERAL INSTRUCTIONS**

3 1. To recover as a member of the Class based on your claims in the action entitled
4 *Hessefort v. Super Micro Computer, Inc., et al.*, Case No. 4:18-cv-00838-JST (the “Litigation”), you
5 must complete and, on page [] hereof, sign this Proof of Claim Form (“Claim Form”). If you fail
6 to file a properly addressed (as set forth in paragraph 3 below) Claim Form, your claim may be
7 rejected, and you may be precluded from any recovery from the Net Settlement Fund created in
8 connection with the proposed settlement of the Litigation.

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

11 3. **YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED**
12 **CLAIM FORM ON OR BEFORE _____, 2022, ADDRESSED AS FOLLOWS:**

13 *Super Micro Securities Settlement*
14 c/o Gilardi & Co. LLC
15 PO Box 43370
16 Providence, RI 02940-3370
17 www.SuperMicroSecuritiesSettlement.com

18 If you are NOT a member of the Class, as defined below and in the Notice of Pendency and
19 Proposed Settlement of Class Action (the “Notice”), DO NOT submit a Claim Form.

20 4. If you are a member of the Class and you do not timely and validly request exclusion
21 from the Class, you are bound by the terms of any judgment entered in the Litigation, including the
22 releases provided therein, **WHETHER OR NOT YOU SUBMIT A CLAIM FORM.**

23 5. It is important that you completely read and understand the Notice that accompanies
24 this Claim Form, including the Plan of Allocation of the Net Settlement Fund set forth in the Notice.
25 The Notice describes the proposed Settlement, how Class Members are affected by the Settlement,
26 and the manner in which the Net Settlement Fund will be distributed if the Settlement and Plan of
27 Allocation are approved by the Court. The Notice also contains the definitions of many of the
28 defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and

1 submitting this Claim Form, you will be certifying that you have read and that you understand the
2 Notice, including the terms of the releases described therein and provided for herein.

3 **B. CLAIMANT IDENTIFICATION**

4 1. If you purchased or acquired Super Micro common stock and held the certificate(s) in
5 your name, you are the beneficial purchaser or acquirer as well as the record purchaser or acquirer.
6 If, however, the certificate(s) were registered in the name of a third party, such as a nominee or
7 brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

8 2. Use Part II of this form entitled "Claimant Identification" to identify the beneficial
9 owner(s) of Super Micro common stock. The complete name(s) of the beneficial owner(s) must be
10 entered. If you held the eligible Super Micro common stock in your own name, you are the
11 beneficial owner as well as the record owner. If, however, your shares of eligible Super Micro
12 common stock were registered in the name of a third party, such as a nominee or brokerage firm, you
13 are the beneficial owner of these shares, but the third party is the record owner. THIS CLAIM
14 MUST BE FILED AND SIGNED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR
15 ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR
16 ACQUIRER(S) OF THE SUPER MICRO COMMON STOCK UPON WHICH THIS CLAIM IS
17 BASED.

18 3. All joint purchasers must sign this Claim Form and be identified in Part II. The
19 Social Security (or taxpayer identification) number and telephone number of the beneficial owner
20 may be used in verifying the claim. Failure to provide the foregoing information could delay
21 verification of your claim or result in rejection of the claim.

22 4. **One Claim should be submitted for each separate legal entity.** Separate Claim
23 Forms should be submitted for each separate legal entity (*e.g.*, a claim from joint owners should not
24 include separate transactions of just one of the joint owners, and an individual should not combine
25 his or her IRA transactions with transactions made solely in the individual's name). Conversely, a
26 single Claim Form should be submitted on behalf of one legal entity including all transactions made
27 by that entity on one Claim Form, no matter how many separate accounts that entity has (*e.g.*, a
28

1 corporation with multiple brokerage accounts should include all transactions made in all accounts on
2 one Claim Form).

3 5. Agents, executors, administrators, guardians, and trustees must complete and sign the
4 Claim Form on behalf of persons represented by them, and they must:

5 (a) expressly state the capacity in which they are acting;

6 (b) identify the name, account number, Social Security Number (or taxpayer
7 identification number), address, and telephone number of the beneficial
8 owner of (or other person or entity on whose behalf they are acting with
respect to) the Super Micro common stock; and

9 (c) furnish herewith evidence of their authority to bind to the Claim Form the
10 person or entity on whose behalf they are acting. (Authority to complete and
11 sign a Claim Form cannot be established by stockbrokers demonstrating only
that they have discretionary authority to trade securities in another person's
accounts.)

12 6. By submitting a signed Claim Form, you will be swearing that you:

13 (a) own or owned the Super Micro common stock you have listed in the Claim
14 Form; or

15 (b) are expressly authorized to act on behalf of the owner thereof.

16 **C. CLAIM FORM**

17 1. Use Part III of this form entitled "Schedule of Transactions in Super Micro Common
18 Stock" to supply all required details of your transaction(s) in Super Micro common stock. If you
19 need more space or additional schedules, attach separate sheets giving all of the required information
20 in substantially the same form. Sign and print or type your name on each additional sheet.

21 2. On the schedules, provide all of the requested information with respect to all of your
22 purchases and acquisitions and all of your sales of Super Micro common stock that took place at any
23 time on or between and including August 5, 2016 and November 19, 2018, whether such
24 transactions resulted in a profit or a loss. Failure to report all such transactions may result in the
25 rejection of your claim. Also, list the number of shares of Super Micro common stock held at the
26 close of trading on August 4, 2016, January 30, 2018, and November 19, 2018.

1 3. List each transaction in the Class Period separately and in chronological order, by
2 trade date, beginning with the earliest. You must accurately provide the month, day and year of each
3 transaction you list.

4 4. You are required to submit genuine and sufficient documentation for all of your
5 transactions in and holdings of Super Micro common stock set forth in the Claim Form.
6 Documentation may consist of copies of brokerage confirmation slips or monthly brokerage account
7 statements, or an authorized statement from your broker containing the transactional and holding
8 information found in a broker confirmation slip or account statement. The parties and the Claims
9 Administrator do not independently have information about your investments in Super Micro
10 common stock. IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN
11 COPIES OF THE DOCUMENTS OR EQUIVALENT DOCUMENTS FROM YOUR BROKER.
12 FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF
13 YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS. **Please keep a copy of all**
14 **documents that you send to the Claims Administrator. Also, do not highlight any portion of**
15 **the Claim Form or any supporting documents.**

16 5. The above requests are designed to provide the minimum amount of information
17 necessary to process the simplest claims. The Claims Administrator may request additional
18 information as required to efficiently and reliably calculate your losses. In the event the Claims
19 Administrator cannot perform the calculation accurately or at a reasonable cost to the Class with the
20 information provided, the Claims Administrator may condition acceptance of the claim upon the
21 production of additional information and/or the claimant's responsibility for any increased costs due
22 to the nature and/or scope of the claim.

23 6. If the Court approves the Settlement, payments to eligible Authorized Claimants
24 pursuant to the Plan of Allocation (or such other plan of allocation as the Court approves) will be
25 made after any appeals are resolved, and after the completion of all claims processing. The claims
26 process will take substantial time to complete fully and fairly. Please be patient.

27 7. If you have questions concerning the Claim Form, or need additional copies of the
28 Claim Form or the Notice, you may contact the Claims Administrator, Gilardi & Co. LLC, at the

1 address on the first page of the Claim Form, by email at info@SuperMicroSecuritiesSettlement.com,
2 or by toll-free phone at 1-888-859-1906, or you can visit the website,
3 www.SuperMicroSecuritiesSettlement.com, where copies of the Claim Form and Notice are
4 available for downloading.

5 8. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large
6 numbers of transactions may request, or may be requested, to submit information regarding their
7 transactions in electronic files. To obtain the *mandatory* electronic filing requirements and file
8 layout, you may visit the Settlement website at www.SuperMicroSecuritiesSettlement.com or you
9 may email the Claims Administrator's electronic filing department at edata@gilardi.com. **Any file**
10 **not in accordance with the required electronic filing format will be subject to rejection.** Only
11 one claim should be submitted for each separate legal entity (*see* ¶B.4 above) and the *complete* name
12 of the beneficial owner(s) of the securities must be entered where called for (*see* ¶B.2 above). No
13 electronic files will be considered to have been submitted unless the Claims Administrator issues an
14 email to that effect. **Do not assume that your file has been received until you receive this email.**
15 **If you do not receive such an email within 10 days of your submission, you should contact the**
16 **electronic filing department at edata@gilardi.com to inquire about your file and confirm it**
17 **was received.**

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PART II: CLAIMANT IDENTIFICATION

Beneficial Owner's Name (First, Middle, Last)

Joint Beneficial Owner's Name (if applicable) (First, Middle, Last)

Name of Representative, if applicable (executor, administrator, trustee, c/o, etc.), if different from Beneficial Owner

Street Address

City

State or Province

Zip Code or Postal Code

Country

Social Security Number or Taxpayer Identification Number

Individual Corporation/Other

Area Code

Telephone Number (work)

Area Code

Telephone Number (home)

Record Owner's Name (if different from beneficial owner listed above)

PART III: SCHEDULE OF TRANSACTIONS IN SUPER MICRO COMMON STOCK

Please be sure to include proper documentation with your Claim Form as described in detail in ¶C.4 of the Instructions. Do not include information regarding securities other than Super Micro common stock.

A. Number of shares of Super Micro common stock held at the close of trading on August 4, 2016. (Must be documented.) If none, write "zero":

B. Purchases or acquisitions of Super Micro common stock (August 5, 2016-November 19, 2018, inclusive) (Must be documented.):

Date of Purchase/ Acquisition (Trade Date) Mo. / Day / Year	Number of Shares Purchased or Acquired	Purchase / Acquisition Price Per Share	Total Purchase or Acquisition Price (excluding any taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

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

C. Sales of Super Micro common stock (August 5, 2016-November 19, 2018, inclusive) (Must be documented.):

Trade Date Mo. / Day / Year	Number of Shares Sold	Sale Price Per Share	Total Sales Price (not deducting any taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

D. Number of shares of Super Micro common stock held at the close of trading on January 30, 2018. (Must be documented.) If none, write “zero”:

E. Number of shares of Super Micro common stock held at the close of trading on November 19, 2018. (Must be documented.) If none, write “zero”:

_____.

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

YOU MUST READ AND SIGN THE RELEASE ON PAGE __. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

PART IV – SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Claim Form under the terms of the Stipulation of Settlement dated April 8, 2022 (“Stipulation”) described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Northern District of California, Oakland Division, with respect to my

1 (our) claim as a Class Member (as defined in the Notice) and for purposes of enforcing the release
2 set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of
3 any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to
4 Lead Counsel and/or the Claims Administrator to support this claim if required to do so. I (We)
5 have not submitted any other claim covering the same purchases, acquisitions, or sales of Super
6 Micro common stock during the Class Period and know of no other Person having done so on my
7 (our) behalf.

8 **PART V – RELEASE**

9 1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully,
10 finally and forever settle, release, relinquish and discharge all of the Released Claims (including
11 Unknown Claims) against each and all of the Released Defendant Parties, all as defined herein and
12 in the Notice and Stipulation.

13 2. This release shall be of no force or effect unless and until the Court approves the
14 Stipulation and it becomes effective on the Effective Date.

15 3. I (We) hereby warrant and represent that I (we) have not assigned or transferred or
16 purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this
17 release or any other part or portion thereof and have not submitted any other claim covering the same
18 purchases or acquisitions of Super Micro common stock and know of no other person having done
19 so on my (our) behalf.

20 4. I (We) hereby warrant and represent that I (we) have included all requested
21 information about all of my (our) purchases or acquisitions of Super Micro common stock during the
22 Class Period, as well as the number of shares held at the close of trading on August 5, 2016, January
23 30, 2018, and November 19, 2018.

24 5. The number(s) shown on this form is (are) the correct SSN/TIN(s).

25 6. I (We) waive the right to trial by jury, to the extent it exists, and agree to the
26 determination by the Court of the validity or amount of this claim, and waive any right of appeal or
27 review with respect to such determination.

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ACCURATE CLAIMS PROCESSING TAKES A
SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.

Reminder Checklist:

1. Please sign the above release and acknowledgment.
2. Remember to attach copies of supporting documentation, if available.
3. Do not send original stock certificates. Attach only *copies* of acceptable supporting documentation as these documents will not be returned to you.
4. Keep a copy of your Claim Form and all supporting documentation for your records.
5. If you move, please send us your new address.
6. If you have any questions or concerns regarding your claim, contact the Claims Administrator at Super Micro Securities Settlement, c/o Gilardi & Co. LLC, PO Box 43370, Providence, RI 02940-3370, by email at info@SuperMicroSecuritiesSettlement.com, or by toll-free phone at 1-888-859-1906, or you may visit www.SuperMicroSecuritiesSettlement.com. DO NOT call Super Micro, the other Defendants, or their counsel with questions regarding your claim.

EXHIBIT A-3

1 ROBBINS GELLER RUDMAN
 & DOWD LLP
 2 SHAWN A. WILLIAMS (213113)
 DANIEL J. PFEFFERBAUM (248631)
 3 Post Montgomery Center
 One Montgomery Street, Suite 1800
 4 San Francisco, CA 94104
 Telephone: 415/288-4545
 5 415/288-4534 (fax)
 shawnw@rgrdlaw.com
 6 dpfefferbaum@rgrdlaw.com
 – and –

7 ELLEN GUSIKOFF STEWART (144892)
 PATTON L. JOHNSON (320631)
 8 655 West Broadway, Suite 1900
 San Diego, CA 92101
 9 Telephone: 619/231-1058
 619/231-7423 (fax)
 10 elleng@rgrdlaw.com
 pjohnson@rgrdlaw.com

11 Lead Counsel for Lead Plaintiff

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

16 LOGAN HESSEFORT, Individually and on)	Lead Case No. 4:18-cv-00838-JST
17 Behalf of All Others Similarly Situated,)	
)	<u>CLASS ACTION</u>
18 Plaintiff,)	SUMMARY NOTICE
)	
19 vs.)	EXHIBIT A-3
)	
20 SUPER MICRO COMPUTER, INC., et al.,)	
)	
21 Defendants.)	
)	

1 ***IF YOU PURCHASED OR ACQUIRED SUPER MICRO COMPUTER, INC. (“SUPER***
2 ***MICRO”) COMMON STOCK FROM AUGUST 5, 2016 THROUGH JANUARY 30, 2018,***
3 ***INCLUSIVE (THE “CLASS PERIOD”), YOU COULD RECEIVE A PAYMENT FROM A***
4 ***CLASS ACTION SETTLEMENT. CERTAIN PERSONS ARE EXCLUDED FROM THE***
5 ***DEFINITION OF THE CLASS AS SET FORTH IN THE STIPULATION OF SETTLEMENT.***

6 PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED
7 BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT.

8 YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil
9 Procedure and Order of the United States District Court for the Northern District of California,
10 Oakland Division, that the above-captioned litigation (the “Litigation”) has been certified as a class
11 action for the purposes of settlement only and that a Settlement has been proposed for
12 \$18,250,000.00 in cash. A hearing will be held on _____, 2022, at __:__.m., before the
13 Honorable Jon S. Tigar, at the United States District Court, Northern District of California, Oakland
14 Division, Oakland Courthouse, Courtroom 6 – 2nd Floor, 1301 Clay Street, Oakland, CA 94612, for
15 the purpose of determining whether: (1) the proposed Settlement should be approved by the Court
16 as fair, reasonable and adequate; (2) the proposed Plan of Allocation for distribution of the
17 Settlement proceeds is fair, reasonable and adequate and therefore should be approved; and (3) the
18 application of Lead Counsel for the payment of attorneys’ fees and expenses from the Settlement
19 Fund, including interest earned thereon, should be approved.

20 **IF YOU ARE A MEMBER OF THE CLASS DESCRIBED ABOVE, YOUR RIGHTS**
21 **MAY BE AFFECTED BY THE SETTLEMENT OF THE LITIGATION, AND YOU MAY**
22 **BE ENTITLED TO SHARE IN THE SETTLEMENT FUND.** If you have not received a
23 detailed Notice of Pendency and Proposed Settlement of Class Action (the “Notice”) and a copy of
24 the Proof of Claim, you may obtain a copy of these documents by contacting the Claims
25 Administrator: *Super Micro Securities Settlement, c/o Gilardi & Co. LLC, PO Box 43370,*
26 *Providence, RI 02940-3370; 1-888-859-1906.* You may also obtain copies of the Stipulation of
27 Settlement, Notice and Proof of Claim at www.SuperMicroSecuritiesSettlement.com.

28 If you are a Class Member, to be eligible to share in the distribution of the Net Settlement
Fund, you must submit a Proof of Claim by mail postmarked no later than _____, 2022, or
submit it online by that date. If you are a Class Member and do not submit a valid Proof of Claim,

1 you will not be eligible to share in the distribution of the Net Settlement Fund, but you will still be
2 bound by any judgment entered by the Court in this Litigation (including the releases provided for
3 therein).

4 To exclude yourself from the Class, you must mail a written request for exclusion so that it is
5 received by _____, 2022, in accordance with the instructions set forth in the Notice. If you
6 are a Class Member and do not exclude yourself from the Class, you will be bound by any judgment
7 entered by the Court in this Litigation (including the releases provided for therein) whether or not
8 you submit a Proof of Claim. If you submit a written request for exclusion, you will have no right to
9 recover money pursuant to the Settlement.

10 Any objection to the proposed Settlement, the Plan of Allocation of Settlement proceeds, or
11 the fee and expense application must be filed with the Court no later than _____, 2022.

12 **PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, DEFENDANTS, OR**
13 **DEFENDANTS' COUNSEL REGARDING THIS NOTICE.** If you have any questions about the
14 Settlement, or your eligibility to participate in the Settlement, you may contact Lead Counsel at the
15 following address or by calling 1-800-449-4900:

16 ROBBINS GELLER RUDMAN
17 & DOWD LLP
18 ELLEN GUSIKOFF STEWART
19 655 West Broadway, Suite 1900
San Diego, CA 92101
settlementinfo@rgrdlaw.com

20 DATED: _____

21 BY ORDER OF THE COURT
22 UNITED STATES DISTRICT COURT
23 NORTHERN DISTRICT OF CALIFORNIA
24 OAKLAND DIVISION

EXHIBIT B

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 SHAWN A. WILLIAMS (213113)
DANIEL J. PFEFFERBAUM (248631)
3 Post Montgomery Center
One Montgomery Street, Suite 1800
4 San Francisco, CA 94104
Telephone: 415/288-4545
5 415/288-4534 (fax)
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- and -

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9 Telephone: 619/231-1058
619/231-7423 (fax)
10 elleng@rgrdlaw.com
pjohnson@rgrdlaw.com

11 Lead Counsel for Lead Plaintiff
12

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

16 LOGAN HESSEFORT, Individually and on)
17 Behalf of All Others Similarly Situated,)
18 Plaintiff,)

19 vs.)

20 SUPER MICRO COMPUTER, INC., et al.,)
21 Defendants.)

Lead Case No. 4:18-cv-00838-JST

CLASS ACTION

[PROPOSED] FINAL JUDGMENT AND
ORDER OF DISMISSAL WITH PREJUDICE

EXHIBIT B

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1 This matter came before the Court for hearing pursuant to the Order of this Court, dated
2 _____, on the application of the Settling Parties for approval of the Settlement set forth in
3 the Stipulation of Settlement dated April 8, 2022 (the “Stipulation”). Due and adequate notice
4 having been given to the Class as required in the Order, the Court having considered all papers filed
5 and proceedings held herein and otherwise being fully informed in the premises and good cause
6 appearing therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

7 1. This Judgment incorporates by reference the definitions in the Stipulation, and all
8 terms used herein shall have the same meanings as set forth in the Stipulation, unless otherwise
9 stated herein.

10 2. This Court has jurisdiction over the subject matter of the Action and over all parties to
11 the Action, including all members of the Class.

12 3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby affirms
13 its determinations in the Preliminary Approval Order, which certified, for purposes of effectuating
14 the Settlement, a Class defined as all Persons that purchased or acquired Super Micro common stock
15 between August 5, 2016 and January 30, 2018, inclusive. Excluded from the Class are: (i)
16 Defendants; (ii) members of the immediate families of the Individual Defendants; (iii) Super
17 Micro’s’s subsidiaries; (iv) the officers and directors of Super Micro during the Class Period; (v) any
18 entity in which any Defendant has a controlling interest; and (vi) the legal representatives, heirs,
19 successors and assigns of any such excluded person or entity. Also excluded from the Class is any
20 Person who timely and validly sought exclusion from the Class, as identified in Exhibit A hereto.

21 4. With respect to the Class, this Court finds for the purposes of effectuating the
22 Settlement that: (a) the members of the Class are so numerous that joinder of all Class Members in
23 the Action is impracticable; (b) there are questions of law and fact common to the Class; (c) the
24 claims of the Lead Plaintiff are typical of the claims of the Class; (d) Lead Plaintiff and its counsel
25 have fairly and adequately represented and protected the interests of the Class Members; (e) the
26 questions of law and fact common to the Class predominate over any questions affecting only
27 individual members of the Class; and (f) a class action is superior to other available methods for the
28 fair and efficient adjudication of the controversy, considering: (i) the interests of the members of the

1 Class in individually controlling the prosecution of the separate actions; (ii) the extent and nature of
2 any litigation concerning the controversy already commenced by members of the Class; (iii) the
3 desirability or undesirability of concentrating the litigation of these claims in this particular forum;
4 and (iv) the difficulties likely to be encountered in the management of the Action.

5 5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court certifies New
6 York Hotel Trades Council & Hotel Association of New York City, Inc. Pension Fund as the
7 representative of the Class. Lead Counsel is also certified as counsel to the class representative and
8 the Class in the Action.

9 6. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby
10 approves the Settlement set forth in the Stipulation and finds that:

11 (a) in light of the benefits to the Class and the complexity and expense of further
12 litigation, the Stipulation and the Settlement contained therein are, in all respects, fair, reasonable
13 and adequate;

14 (b) there was no collusion in connection with the Stipulation;

15 (c) Class Representative and Class Counsel have adequately represented the
16 Class;

17 (d) the Stipulation was the product of informed, arm's-length negotiations among
18 competent, able counsel;

19 (e) the relief provided for the Class is adequate, having taken into account (i) the
20 costs, risks and delay of trial and appeal; (ii) the effectiveness of any proposed method of
21 distributing relief to the Class, including the method of processing Class Member's claims; (iii) the
22 terms of any proposed award of attorneys' fees, including timing of payment; and (iv) any agreement
23 required to be identified under Federal Rule of Civil Procedure 23(e)(3);

24 (f) the proposed Plan of Allocation treats Class Members equitably relative to
25 each other; and

26 (g) the record is sufficiently developed and complete to have enabled Lead
27 Plaintiff and Defendants to have adequately evaluated and considered their positions.

28

1 7. Accordingly, the Court authorizes and directs implementation and performance of all
2 the terms and provisions of the Stipulation, as well as the terms and provisions hereof. Except as to
3 any individual claim of those Persons who have validly and timely requested exclusion from the
4 Class (identified in Exhibit A hereto), the Action and all claims contained therein are dismissed with
5 prejudice as to the Lead Plaintiff, and the other Class Members and as against each and all of the
6 Released Defendant Parties. The Settling Parties are to bear their own costs except as otherwise
7 provided in the Stipulation.

8 8. No Person shall have any claim against the Lead Plaintiff, Lead Plaintiff's Counsel,
9 or the Claims Administrator, or any other Person designated by Lead Counsel based on
10 determinations or distributions made substantially in accordance with the Stipulation and the
11 Settlement contained therein, the Plan of Allocation, or further order(s) of the Court.

12 9. Upon the Effective Date, Lead Plaintiff, and each of the Class Members, shall be
13 deemed to have, and by operation of this Judgment shall have, fully, finally and forever waived,
14 released, discharged, and dismissed each and every one of the Released Claims against each and
15 every one of the Released Defendant Parties with prejudice on the merits, whether or not the Lead
16 Plaintiff, or such Class Member executes and delivers the Proof of Claim and whether or not the
17 Lead Plaintiff, or each of the Class Members ever seeks or obtains any distribution from the
18 Settlement Fund. Claims to enforce the terms of the Stipulation are not released.

19 10. Upon the Effective Date, the Defendants and each and every Released Defendant
20 Party shall be deemed to have, and by operation of this Judgment shall have, fully, finally and
21 forever waived, released, discharged, and dismissed the Released Plaintiff Parties from all Released
22 Defendants' Claims (including, without limitation, Unknown Claims). Claims to enforce the terms
23 of the Stipulation are not released. For the avoidance of doubt, the releases, relinquishments and
24 discharges provided by the Released Defendant Parties in this Stipulation do not include the release,
25 relinquishment or discharge of any claim or cause of action that any of the Released Defendant
26 Parties may have against an insurer for, arising out of or related to insurance coverage for, arising
27 out of or related to the Action or any related matter or proceeding, including any derivative action
28 based on similar allegations.

1 11. Upon the Effective Date, the Lead Plaintiff, all Class Members and anyone claiming
2 through or on behalf of any of them are forever barred and enjoined from commencing, instituting,
3 asserting or continuing to prosecute any action or proceeding in any court of law or equity,
4 arbitration tribunal, administration forum or other forum of any kind any of the Released Claims
5 (including, without limitation, Unknown Claims) against any of the Released Defendant Parties.

6 12. The distribution of the Notice and publication of the Summary Notice as provided for
7 in the Preliminary Approval Order constituted the best notice practicable under the circumstances,
8 including individual notice to Class Members who could be identified through reasonable effort.
9 The notice provided was the best notice practicable under the circumstances of those proceedings
10 and of the matters set forth therein, including the proposed Settlement set forth in the Stipulation, to
11 all Persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of
12 Civil Procedure 23, due process and any other applicable law, including the Private Securities
13 Litigation Reform Act of 1995. No Class Member is relieved from the terms of the Settlement,
14 including the releases provided for therein, based upon the contention or proof that such Class
15 Member failed to receive actual or adequate notice. A full opportunity has been offered to the Class
16 Members to object to the proposed Settlement and to participate in the hearing thereon. The Court
17 further finds that the notice provisions of the Class Action Fairness Act, 28 U.S.C. Section 1715,
18 were fully discharged and that the statutory waiting period has elapsed. Thus, it is hereby
19 determined that all members of the Class are bound by this Judgment, except those persons listed on
20 Exhibit A to this Judgment.

21 13. Any Plan of Allocation submitted by Lead Counsel or any order entered regarding
22 any attorneys' fee and expense application shall in no way disturb or affect this Judgment and shall
23 be considered separate from this Judgment. Any order or proceeding relating to the Plan of
24 Allocation or any order entered regarding any attorneys' fee and expense application, or any appeal
25 from any order relating thereto or reversal or modification thereof, shall not affect or delay the
26 finality of the Final Judgment in this Action.

27 14. Neither the Stipulation nor the Settlement contained therein, nor any act performed or
28 document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be

1 deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim
2 or of any wrongdoing or liability of the Released Defendant Parties; or (b) is or may be deemed to be
3 or may be used as an admission of, or evidence of, any fault or omission of any of the Released
4 Defendant Parties; or (c) is or may be deemed to be or may be used as an admission or evidence that
5 any claims asserted by Lead Plaintiff were not valid or that the amount recoverable was not greater
6 than the Settlement Amount in any civil, criminal or administrative proceeding in any court,
7 administrative agency or other tribunal. The Released Defendant Parties may file the Stipulation
8 and/or this Judgment in any other action that may be brought against them in order to support a
9 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
10 settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or
11 similar defense or counterclaim.

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

17 16. The Court finds that during the course of the Action, the Settling Parties and their
18 respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure
19 11.

20 17. In the event that the Settlement does not become effective in accordance with the
21 terms of the Stipulation, or the Effective Date does not occur, or in the event that the Settlement
22 Fund, or any portion thereof, is returned to the Defendants or their insurers, then this Judgment shall
23 be rendered null and void to the extent provided by and in accordance with the Stipulation and shall
24 be vacated; and in such event, all orders entered and releases delivered in connection herewith shall
25 be null and void to the extent provided by and in accordance with the Stipulation.

26 18. The Settling Parties shall bear their own costs and expenses except as otherwise
27 provided in the Stipulation or in this Judgment.

28

1 19. Without further order of the Court, the Settling Parties may agree to reasonable
2 extensions of time to carry out any of the provisions of the Stipulation.

3 20. The Court directs immediate entry of this Judgment by the Clerk of the Court.

4 21. The Court's orders entered during this Action relating to the confidentiality of
5 information shall survive this Settlement.

6 IT IS SO ORDERED.

7 DATED: _____

THE HONORABLE JON S. TIGAR
UNITED STATES DISTRICT JUDGE

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