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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER  
JUN 16 2014  
ALAN CARLSON, Clerk of the Court  
*M. White*

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ORANGE

IN RE STEC, INC. SHAREHOLDERS  
LITIGATION

) Lead Case No. 30-2013-659340-CU-SL-CXC

) CLASS ACTION

) ~~[PROPOSED]~~ ORDER PROVISIONALLY  
) APPROVING SETTLEMENT AND  
) PROVIDING FOR NOTICE

This Document Relates To:  
  
ALL ACTIONS.

) Judge: Hon. Gail A. Andler  
) Dep't: CX101

) [EXHIBIT A TO STIPULATION OF  
) SETTLEMENT]

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1 WHEREAS, a class action is pending before this Court captioned *In re sTec, Inc.*  
2 *Shareholders Litigation*, Lead Case No. 30-2013-659340-CU-SL-CXC (the "Action")<sup>1</sup>;

3 WHEREAS, Plaintiffs Vijaya Pilly, Tyler Mathewson, Karl F. Poehlman, Beverly  
4 Wilkinson, Faithette Foreman-Sommers, Robert Walpole, and Anthony Palmero ("Plaintiffs")  
5 having made application for an order approving the settlement of this Action, in accordance with  
6 the Stipulation of Settlement dated as of April 11, 2014 (the "Stipulation"), which, together with the  
7 exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of the Action  
8 (the "Settlement") and for entry of Final Judgment;

9 WHEREAS, the Court having read and considered (1) Plaintiffs' motion for preliminary  
10 approval of the Settlement together with the accompanying memorandum of points and authorities,  
11 (2) the Stipulation as well as all the exhibits attached thereto, and (3) all other papers filed in  
12 support thereof; and

13 WHEREAS, all capitalized terms contained herein shall have the same meanings and/or  
14 definitions as set forth in the Stipulation,

15 NOW, THEREFORE, UPON GOOD CAUSE SHOWN, IT IS HEREBY ORDERED:

16 1. Pursuant to § 382 of the California Code of Civil Procedure and California Rules of  
17 Court 3.760, *et seq.*, the Court provisionally certifies, for settlement purposes only, a non opt-out  
18 Settlement Class of all record holders or beneficial owners of sTec common stock at any time  
19 during the period beginning on and including June 23, 2013 through and including September 12,  
20 2013, the date of the closing of the Merger, including all of their respective successors-in-interest.  
21 Excluded from the Settlement Class are Defendants and their affiliates, immediate families, legal

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22  
23 <sup>1</sup> This Court's order dated September 10, 2013 consolidated the following Shareholder Actions  
24 for all purposes, with this Action designated as the lead case: *Vijaya Pilly v. sTec, Inc., et al.*,  
25 Case No. 30-2013-659340-CU-SL-CXC; *Tyler Mathewson v. sTec, Inc., et al.*, Case No. 30-  
26 2013-659718-CU-SL-CXC; *Karl F. Poehlmann v. sTec, Inc., et al.*, Case No. 30-2013-659742-  
27 CU-SL-CXC; *Beverly Wilkinson v. sTec, Inc., et al.*, Case No. 30-2013-660427-CU-SL-CXC;  
28 *Faithette Foreman-Sommers v. sTec, Inc., et al.*, Case No. 30-2013-660506-CU-SL-CXC;  
*Robert Walpole v. sTec, Inc., et al.*, Case No. 30-2013-662447-CU-SL-CXC; and *Anthony  
Palmero v. Kevin C. Daly, et al.*, Case No. 30-2013-662459-CU-SL-CXC.

1 representatives, heirs, successors or assigns and any entity in which Defendants have or had a  
2 controlling interest.

3       2. With respect to the Settlement Class, this Court finds and concludes, for purposes of  
4 this Settlement only, that: (a) the Members of the Settlement Class are so numerous that joinder of  
5 all Settlement Class Members in the Action is impracticable; (b) there are questions of law and fact  
6 common to the Settlement Class which predominate over any individual questions; (c) the claims of  
7 the Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs and their counsel have  
8 fairly and adequately represented and protected the interests of all of the Settlement Class Members;  
9 (e) a class action is superior to other methods for the fair and efficient adjudication of the matter;  
10 (f) the prosecution of separate actions by individual Members of the Settlement Class would create  
11 a risk of inconsistent adjudications which would establish incompatible standards of conduct for  
12 Defendants; (g) there are allegations that Defendants acted or refused to act on grounds generally  
13 applicable to the Settlement Class; and (h) the predominant relief sought in the Action was  
14 injunctive.

15       3. The Court conditionally designates Plaintiffs as the representatives of the Settlement  
16 Class for the sole purpose of settlement proceedings (the "Class Representatives") and Faruqi &  
17 Faruqi, LLP as Class Counsel.

18       4. After a preliminary review, the Court finds that (a) the proposed Settlement falls  
19 within the range of possible approval criteria, as it provides a beneficial result for the Settlement  
20 Class and appears to be the product of good-faith, informed, and non-collusive negotiations between  
21 experienced and able counsel for the Settling Parties (as defined in the Stipulation); and (b) the  
22 Settlement Class should be apprised of the Settlement through the proposed form of notice, allowed  
23 to file objections, if any, thereto, and to appear at the Settlement Hearing. Accordingly, the Court  
24 does hereby preliminarily approve the Settlement as set forth in the Stipulation, subject to further  
25 consideration at the Settlement Hearing described below.

26       5. A hearing (the "Settlement Hearing") shall be held before this Court on August 18,  
27 2014, at 1:30 p.m. in Department CX101, Superior Court of the State of California, County of

1 Orange, Civil Complex Center, 751 West Santa Ana Blvd., Santa Ana, California 92701, to  
2 determine (a) whether the Settlement Class should be certified for settlement purposes; (b) whether  
3 the proposed Settlement of the Shareholder Actions on the terms and conditions provided for in the  
4 Stipulation is fair, reasonable, and adequate to the Settlement Class and should be approved by the  
5 Court; (c) whether a Judgment as provided in paragraph 1.5 of the Stipulation and annexed to the  
6 Stipulation as Exhibit B should be entered herein; and (d) whether the Court should approve  
7 Plaintiffs' application for an award of attorneys' fees and expenses.

8         6.       The Court approves, as to form and content, the Notice of Proposed Settlement of  
9 Class Action and Hearing (the "Notice"), annexed as Exhibit A-1 hereto, and finds that the mailing  
10 and distribution of the Notice substantially in the manner and form set forth in paragraphs 8 and 10  
11 of this Order meet the requirements of California law, and due process, and is the best notice  
12 practicable under the circumstances and shall constitute due and sufficient notice to all Persons  
13 entitled thereto. Non-material changes to the form of the Notice may be made without further  
14 approval of the Court.

15         7.       Defendants shall undertake the administrative responsibility for giving notice to the  
16 Settlement Class and are authorized to hire Gilardi & Co. (the "Notice Administrator") to  
17 administer the notice procedure subject to such supervision and direction of the Court as may be  
18 necessary or the circumstances require as more fully set forth below. sTec, Inc. and/or its insurer(s)  
19 or successor(s) shall pay, or cause to be paid, all reasonable costs and expenses in providing notice  
20 to the Settlement Class.

21         8.       Not later than fifteen (15) calendar days following the entry of this Order,  
22 Defendants shall cause a copy of the Notice, substantially in the form annexed hereto as Exhibit A.1,  
23 to be mailed by first class mail to all Settlement Class Members who can be identified with  
24 reasonable effort. The Notice Administrator shall also post the Notice, the Stipulation, and all of its  
25 exhibits on its website.

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1           9.     At least fourteen (14) calendar days prior to the Settlement Hearing, Defendants'  
 2 Counsel shall file or cause to be filed with the Court proof, by affidavit or declaration, of such  
 3 mailing.

4           10.    Nominees who held sTec common stock at any time during the period from and  
 5 including June 26, 2013 through and including September 12, 2013, the date of the closing of the  
 6 Merger, for the beneficial ownership of another shall mail the Notice to all such beneficial owners  
 7 of such common stock within ten (10) calendar days after receipt thereof or send a list of the names  
 8 and addresses of such beneficial owners to the Notice Administrator within ten (10) calendar days  
 9 of receipt, in which event the Notice Administrator shall promptly mail the Notice to such  
 10 beneficial owners.

11           11.    All Members of the Settlement Class shall be bound by all determinations and  
 12 judgments in the Action concerning the Settlement, whether favorable or unfavorable to the  
 13 Settlement Class.

14           12.    Any Settlement Class Member may, but is not required to, enter an appearance in  
 15 this Action, at his, her or its own expense, individually or through counsel of his, her, or its own  
 16 choice. Any Settlement Class Member who does not enter an appearance will be represented by  
 17 Plaintiffs' Counsel.

18           13.    Pending the Court's determination as to final approval of the Settlement, Plaintiffs  
 19 and all Settlement Class Members, or any of them, are barred and enjoined from commencing,  
 20 prosecuting, instigating, or in any way participating in the commencement, prosecution, or  
 21 instigation of any action asserting any Released Claims against any Released Person.

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1           14. Any Member of the Settlement Class may object to the Settlement. Any such Person  
2 should submit a written notice of objection and copies of any papers and briefs, delivered by hand  
3 or sent by first class mail such that it is received by the Court and counsel for the Settling Parties at  
4 the addresses listed below at least twenty-one (21) calendar days prior to the Settlement Hearing:

5  
6           CLERK OF THE COURT  
7           Superior Court of the State of California  
8           County of Orange  
9           Civil Complex Center  
10          Department CX101  
11          751 West Santa Ana Blvd.  
12          Santa Ana, CA 92701

13  
14          FARUQI & FARUQI, LLP  
15          Juan Monteverde  
16          369 Lexington Avenue, Tenth Floor  
17          New York, NY 10017

18          *Plaintiffs' Counsel*

19  
20          GIBSON, DUNN & CRUTCHER LLP  
21          Meryl L. Young  
22          3161 Michelson Drive  
23          Irvine, CA 92612-4412

24          *Attorneys for Defendants sTec, Inc., Kevin C. Daly, Rajat Bahri, F. Michael Ball,*  
25          *Christopher W. Colpitts, Manouch Moshayedi, Mark Moshayedi, and Matthew L.*  
26          *Witte*

27  
28          SHEARMAN & STERLING LLP  
29          Stephen D. Hibbard  
30          Four Embarcadero Center, Suite 3800  
31          San Francisco, CA 94111-5991

32          *Attorneys for Defendants Western Digital Corporation and Lodi Ventures, Inc.*

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1 intent to be heard if the objecting Person or entity or his, her, or its lawyer requests to address the  
2 Court at the Settlement Hearing.

3 15. Any Member of the Settlement Class who does not make his, her or its objection in  
4 the manner provided shall be deemed to have waived such objection and shall forever be foreclosed  
5 from making any objection to the fairness or adequacy of the proposed Settlement as incorporated  
6 in the Stipulation unless otherwise ordered by the Court.

7 16. All papers, including memoranda or briefs in support of the Settlement or application  
8 for award of attorneys' fees and expenses shall be filed and served at least twenty-eight (28)  
9 calendar days prior to the Settlement Hearing. Reply memoranda, if any, shall be filed and served  
10 at least seven (7) calendar days prior to the Settlement Hearing.

11 17. In the event that the Effective Date of the Settlement does not occur and the  
12 Defendants opt to declare the Settlement set forth in the Stipulation terminated in accordance with  
13 its terms, the Settlement and related documents shall be null and void and of no force and effect  
14 except as provided in the Stipulation. In such event, the Settling Parties shall be restored to their  
15 respective positions in the Action as of the date prior to execution of the Stipulation as though the  
16 Stipulation were never agreed to or executed. Moreover, the Stipulation shall have no further force  
17 and effect with respect to the Settling Parties except as provided in the Stipulation; shall not be  
18 deemed to prejudice in any way the positions of the Settling Parties with respect to the Action, or to  
19 constitute an admission of fact by any Settling Party; and shall not entitle any Settling Party to  
20 recover any costs or expenses incurred in connection with the implementation of the Stipulation or  
21 the Settlement. Furthermore, neither the existence of the Stipulation nor its contents shall be  
22 admissible in evidence or be referred to for any purposes in the Action, or in any litigation or  
23 judicial proceeding, other than to enforce the terms therein, and any judgment or order entered by  
24 the Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*.

25 18. Neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations  
26 or proceedings connected with it, shall be construed as an admission or concession by Defendants  
27

1 of the truth of any of the allegations in the Action, or of any liability, fault, or wrongdoing of any  
2 kind.

3 19. All proceedings in the Action, except those proceedings related to the Settlement,  
4 shall be stayed until the resolution of all such Settlement-related proceedings.

5 20. The Court reserves the right to adjourn the date of the Settlement Hearing without  
6 further notice to the Members of the Settlement Class, and retains jurisdiction to consider all further  
7 applications arising out of or connected with the proposed Settlement. The Court may approve the  
8 Settlement, with such modifications as may be agreed to by the Settling Parties, if appropriate,  
9 without further notice to the Settlement Class.

10 IT IS SO ORDERED.

11 DATED: JUN 16 2014  
12

*Gail Andler*  
13 HONORABLE GAIL A. ANDLER  
14 JUDGE OF THE SUPERIOR COURT *OK*

14 Respectfully submitted by:

15  
16 **THE PARTY ELECTRONICALLY FILING THIS DOCUMENT**  
17 **IS TO SERVE CONFORMED COPIES ON ALL OTHER PARTIES**

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CASE NAME:	CASE NUMBER: 30-2013-659340-CU-SL-CXC
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**PROOF OF ELECTRONIC SERVICE  
PROPOSED ORDER**

1. I am at least 18 years old and not a party to this action.
  - a. My residence or business address is (*specify*):  
10866 Wilshire Boulevard, Suite 1470, Los Angeles, CA 90024
  - b. My electronic service address is (*specify*): [dbower@faruqilaw.com](mailto:dbower@faruqilaw.com)
2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:
  - a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated*): See attached Service List
  - b. To (*electronic service address of person served*):
  - c. On (*date*): May 22, 2014
  - d. At (*time*): Approx 11:00 a.m.

Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: May 22, 2014

David E Bower

(TYPE OR PRINT NAME OF DECLARANT)



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