



# GRANTED WITH MODIFICATIONS

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE ARUBA NETWORKS, INC.            )    CONSOLIDATED  
STOCKHOLDER LITIGATION            )    C.A. No. 10765-VCL

## [PROPOSED] SCHEDULING ORDER

Plaintiffs Nina Ballester, Ernest Liberti, Milton Bruce Williams, New Jersey Building Laborers Statewide Welfare Fund, Mohan Maturi, Michael Adams, Zachary Watts, and Harold Litwin (“Plaintiffs”), by Plaintiffs’ Co-Lead Counsel, and defendants Aruba Networks, Inc. (“Aruba” or the “Company”), Dominic P. Orr, Keerti Melkote, Bernard Guidon, Emmanuel Hernandez, Michael R. Kourey, Willem P. Roelandts, Juergen Rottler, and Daniel Warmenhoven (collectively, the “Individual Defendants”), Hewlett-Packard Company (“HP” or “Parent”), and Aspen Acquisition Sub, Inc. (“Merger Sub”) (collectively, “HP,” and together with Aruba and the Individual Defendants, the “Defendants” and together with Plaintiffs, the “Parties”) having applied pursuant to Court of Chancery Rule 23 for an order approving the proposed settlement of the above-captioned consolidated action (the “Action”) and determining certain matters in connection with the proposed settlement of the Action (the “Settlement”) and for dismissal of the Action with prejudice, in accordance with the terms and conditions

of the Stipulation and Agreement of Compromise, Settlement and Release entered into by the Parties and dated July 1, 2015 (the “Stipulation”);<sup>1</sup>

NOW, upon consent of the Parties, after review and consideration of the Stipulation filed with the Court of Chancery for the State of Delaware (“the Court”) and the Exhibits annexed hereto, and after due deliberation,

IT IS HEREBY ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2015 that:

1. For settlement purposes only, and pending the Settlement Hearing (as defined in the Stipulation), the Action is certified as a non-opt-out class pursuant to Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2), with the class consisting of any and all record and beneficial owners of Aruba common stock during the period beginning on March 1, 2015, through May 18, 2015, including any and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them (the “Class”). Excluded from the Class are Defendants, members of the immediate family of any Defendant, any entity in which a Defendant has or had a controlling interest, and the legal representatives, heirs, successors or assigns of any such excluded person.

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<sup>1</sup> Unless otherwise defined herein, all defined terms shall have the meanings set forth in the Stipulation.

2. The Settlement Hearing shall be held on \_\_\_\_\_, 2015 at \_\_.m., in the Court of Chancery Courthouse, 500 North King Street, Wilmington, Delaware 19801 to, among other things:

(a) determine whether the Action should be permanently certified, as set forth in Paragraph 1 herein, as a mandatory non-opt-out class action pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2);

(b) determine whether Plaintiffs should be certified as class representatives and Plaintiffs' Co-Lead Counsel Levi & Korsinsky, LLP and Wolf Haldenstein Adler Freeman & Herz LLP certified as Class Counsel;

(c) determine whether the Settlement should be approved as fair, reasonable, adequate and in the best interests of the Class;

(d) determine whether the Final Judgment should be entered dismissing the Action with prejudice on the merits and releasing the Settled Claims;

(e) consider Plaintiffs' Co-Lead Counsel's application for an award of attorneys' fees and expenses;

(f) hear and determine any objections to the Settlement or Plaintiffs' Co-Lead Counsel's application for an award of attorneys' fees and expenses; and

(g) rule on such matters as the Court may deem appropriate.

3. The Court reserves the right to adjourn the Settlement Hearing or any adjournment thereof, including the consideration of the application for attorneys' fees, without further notice of any kind other than oral announcement at the Settlement Hearing or any adjournment thereof.

4. The Court reserves the right to approve the Stipulation and the Settlement, and enter an Order and Final Judgment (“Final Judgment”), with such modification(s) as may be consented to by the signatories to the Stipulation, at or after the Settlement Hearing without further notice to the Class.

5. No fewer than sixty (60) days before the Settlement Hearing, Aruba or its successor entity shall cause a notice of the Settlement Hearing in substantially the form annexed as Exhibit C to the Stipulation (the “Notice”) to be mailed to all stockholders of record that are members of the Class at their last known address appearing in the stock transfer records maintained by or on behalf of Aruba. All stockholders of record in the Class who were not also the beneficial owners of the shares of Aruba common stock held by them of record shall be requested to forward the Notice to such beneficial owners of those shares. Aruba or its successor entity shall use reasonable efforts to give notice to such beneficial owners by making additional copies of the Notice available to any record holder who, prior to the Settlement Hearing, requests the same for distribution to beneficial owners.

6. The Court approves the Notice, in form and content, and finds that the mailing and distribution of the Notice substantially in the manner and form set forth in this Scheduling Order meets the requirements of Court of Chancery Rule 23, due process and applicable law, is the best notice practicable under the

circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

7. Counsel for Aruba or its successor(s) in interest shall, at least ten (10) business days prior to the Settlement Hearing described herein, file with the Court an appropriate affidavit with respect to the preparation and mailing of the Notice to the Class.

8. All proceedings in the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, are hereby stayed and suspended until further order of the Court. Pending final determination of whether the Settlement should be approved, Plaintiffs, and all members of the Class, are barred and enjoined from commencing or prosecuting any action, including the California Action, that asserts either directly, representatively, derivatively, or in any other capacity, any Settled Claims as defined in the Stipulation.

9. Any member of the Class who objects to the Settlement, the Final Judgment to be entered in the Action, and/or Co-Lead Counsel's application for attorneys' fees, or who otherwise wishes to be heard, may appear in person or by such Class Member's attorney at the Settlement Hearing and present evidence or argument that may be proper and relevant; provided, however, that, except for good cause shown, no person shall be heard and no papers, briefs, pleadings or

other document submitted by any person shall be considered by the Court unless not later than fourteen (14) calendar days prior to the Settlement Hearing such person files with the Court and serves upon counsel listed below: (a) a written notice of intention to appear; (b) a statement of such person's objections to any matters before the Court; and (c) the grounds for such objections and the reasons that such person desires to appear and be heard, documentation evidencing membership in the class as well as all documents or writings such person desires the Court to consider. Such filings shall be served by e-filing, hand delivery or overnight mail upon the following counsel:

Peter B. Andrews, Esq.  
ANDREWS & SPRINGER, LLC  
3801 Kennett Pike  
Building C, Suite 305  
Wilmington, Delaware 19807  
(302) 504-4957

Brian D. Long, Esq.  
RIGRODSKY & LONG, P.A.  
2 Righter Parkway, Suite 120  
Wilmington, Delaware 19803  
(302) 295-5310

*Delaware Counsel for Plaintiffs*

Tamika Montgomery-Reeves, Esq.  
Bradley D. Sorrels, Esq.  
WILSON SONSINI GOODRICH &  
ROSATI, PC  
222 Delaware Avenue, Suite 800  
Wilmington, Delaware 19801  
(302) 304-7600

*Counsel for Aruba and the Individual  
Defendants*

Michael P. Kelly, Esq.  
MCCARTER & ENGLISH, LLP  
405 N. King Street, 8th Floor  
Wilmington, DE 19801

*Counsel for Hewlett-Packard Company and  
Aspen Acquisition Sub, Inc.*

10. Unless the Court otherwise directs, no person shall be entitled to object to the approval of the Settlement, any judgment entered thereon, the

adequacy of the representation of the Class by Plaintiffs and Co-Lead Counsel, any award of attorneys' fees, or otherwise be heard, except by serving and filing a written objection and supporting papers and documents as described in Paragraph 9. Any person who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this or in any other action or proceeding.

11. Plaintiffs shall file and serve their opening brief in support of the Settlement and their application for attorneys' fees and expenses no later than twenty-one (21) calendar days prior to the Settlement Hearing. Any objections to the Settlement and application for attorneys' fees and expenses shall be filed and served no later than fourteen (14) calendar days prior to the Settlement Hearing. If any objections to the Settlement are received or filed, Plaintiffs and/or Defendants may file and serve a brief in response to those objections no later than seven (7) calendar days prior to the Settlement Hearing.

12. If the Court approves the Settlement provided for in the Stipulation following the Settlement Hearing, an Order and Final Judgment shall be entered substantially in the form attached as Exhibit D to the Stipulation.

13. In the event that: (a) the Court declines, in any material respect, to enter the Final Judgment provided for in the Stipulation and any one of the

Parties hereto fails to consent to the entry of another form of order in lieu thereof; (b) the Court disapproves the Settlement proposed in the Stipulation, including any amendments thereto agreed upon by all of the Parties; or (c) the Court approves the Settlement proposed in the Stipulation or any amendment thereto approved by all of the Parties, but such approval is reversed or substantially modified on appeal and such reversal or modification becomes final by a lapse of time or otherwise; then, in any of such events, the Stipulation, the Settlement proposed in the Stipulation (including any amendments thereof), the provisional Class certification herein, any actions taken or to be taken with respect to the Settlement proposed in the Stipulation, and the Final Judgment to be entered shall be of no further force or effect, shall be null and void, and shall be without prejudice to any of the Parties hereto, who shall be restored in all respects to their respective positions existing prior to the execution of the Memorandum of Understanding (“MOU”), except for the obligation of the Company to pay for any expenses incurred in connection with the Notice and administration provided for by this Scheduling Order. For purposes of this provision, a disallowance, modification, or reversal of the fees and/or expenses sought by Plaintiffs’ Co-Lead Counsel shall not be deemed a disapproval, modification, or reversal of the Settlement or the Final Judgment.

14. The MOU, the Stipulation, the Settlement and any negotiations, statements, or proceedings in connection therewith, shall not be construed or



deemed to be evidence of, a presumption, concession, or admission by any of the Released Parties or any other person of any fault, liability, or wrongdoing as to any facts or claims alleged or asserted in the Action or otherwise, or that Plaintiffs or Plaintiffs' Co-Lead Counsel, the Class, or any present or former stockholders of Aruba, or any other person, has suffered any damage attributable in any manner to any Released Party. The MOU, the Stipulation, the Settlement, and any negotiations, statements, or proceedings in connection therewith, shall not be offered or admitted in evidence or referred to, interpreted, construed, invoked, or otherwise used by any person for any purpose in the Action or otherwise, except as may be necessary to enforce or obtain Court approval of the Settlement. The Released Parties may file the Stipulation and/or the Final Judgment in any action brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of, without limitation, claim preclusion or issue preclusion or similar defense or counterclaim.

15. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to Class members.

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Vice Chancellor J. Travis Laster

This document constitutes a ruling of the court and should be treated as such.

**Court:** DE Court of Chancery Civil Action

**Judge:** J Travis Laster

**File & Serve**

**Transaction ID:** 57529086

**Current Date:** Jul 17, 2015

**Case Number:** 10765-VCL

**Case Name:** CONF ORD ON DISC - CONS W/ 10786, 10778, 10798, 10800, 10802, 10825-VCL IN  
RE ARUBA NETWORKS INC. STOCKHOLDER LITIGATION

**Court Authorizer:** Laster, J Travis

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**Court Authorizer**

**Comments:**

The settlement hearing is scheduled for Friday, October 9, 2015, at 10:00 a.m.

Plaintiffs' counsel shall address in their brief and be prepared to explain at oral argument why this matter should not be approached in the same manner as the Aeroflex case.

**/s/ Judge Laster, J Travis**