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**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**OAKLAND DIVISION**

TONY DICKEY and PAUL PARMER,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

ADVANCED MICRO DEVICES, INC., a  
Delaware corporation,

Defendant.

Case No. 4:15-cv-04922-HSG

**CLASS ACTION SETTLEMENT  
AGREEMENT**

Judge: Hon. Haywood S. Gilliam, Jr.

1 This Agreement (“Agreement” or “Settlement Agreement”) is entered on this 9th day of  
2 August, 2019 by and among (i) Tony Dickey and Paul Parmer (the “Named Plaintiffs”); (ii) the  
3 Settlement Class (as defined herein); and (iii) Defendant Advanced Micro Devices, Inc. (“AMD”  
4 or “Defendant”), by and through their respective counsel. The Settlement Class and Named  
5 Plaintiffs are collectively referred to as the “Plaintiffs” unless otherwise noted. The Plaintiffs and  
6 the Defendant are collectively referred to herein as the “Parties.” This Agreement is intended by  
7 the Parties to fully, finally and forever resolve, discharge, and settle the Released Claims (as  
8 defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the  
9 final approval of the Court.

#### 10 RECITALS

11 **A.** On October 26, 2015 plaintiff Tony Dickey filed a putative class action complaint  
12 (the “Complaint”) against Defendant in the Northern District of California, alleging violations of  
13 Cal. Civ. Code §§ 1750 *et seq.*, violations of Cal. Bus. & Prof. Code §§ 17200, *et seq.*, violations  
14 of Cal. Bus. & Prof. Code §§ 17500, *et seq.*, common law fraudulent inducement; common law  
15 breach of express warranties, negligent misrepresentation, and unjust enrichment.

16 **B.** In response to the Complaint, on December 21, 2015, Defendant moved to dismiss  
17 pursuant to Fed. R. Civ. P. 12. After full briefing and argument, on April 7, 2016, the Court  
18 granted Defendant’s motion to dismiss with leave to amend.

19 **C.** Thereafter, on May 5, 2016, Plaintiffs filed a First Amended Complaint (the  
20 “FAC”) which removed the claim for unjust enrichment, but realleged the other causes of action  
21 that were included in the Complaint.

22 **D.** In response to the FAC, on May 26, 2016, Defendant again moved to dismiss  
23 pursuant to Fed. R. Civ. P. 12. After full briefing and argument, on October 31, 2016, the Court  
24 granted Defendant’s motion to dismiss with leave to amend.

25 **E.** Thereafter, on November 21, 2016, Plaintiffs filed a Second Amended Complaint  
26 (the “SAC”), realleging all causes of action that were included in the FAC.

27 **F.** In response to the SAC, on December 15, 2016, Defendant once again moved to  
28 dismiss pursuant to Fed. R. Civ. P. 12. After full briefing and argument, on June 14, 2017, the

1 Court granted in part, and denied in part, the motion to dismiss, granting the motion as to  
2 Plaintiff's claim for injunctive relief, and denying the motion in all other respects.

3 **G.** Thereafter, on July 19, 2017, the Defendant answered the SAC. The Parties then  
4 embarked on discovery, exchanging substantial fact and expert discovery, including document  
5 production, exchanges of multiple sets of interrogatories, depositions of plaintiffs, and disclosure  
6 of expert reports.

7 **H.** On March 27, 2018, Plaintiffs filed a motion to certify the Unfair Competition Law  
8 and False Advertising Law claims of a proposed class.

9 **I.** On January 17, 2019, the Court granted Plaintiffs' motion and certified a class  
10 comprised of "[a]ll individuals who purchased one or more of the following AMD computer chips  
11 either (1) while residing in California or (2) after visiting the AMD.com website: FX-8120, FX-  
12 8150, FX-8320, FX-8350, FX-8370, FX-9370, and FX- 9590."

13 **J.** On March 28, 2019 and on June 3, 2019, amended case schedules were entered,  
14 under which fact discovery would close in September 2019.

15 **K.** Throughout the pendency of the Action, the Parties discussed the prospect of  
16 settlement. In August 2016, they had agreed to an early mediation with the former Chief  
17 Magistrate Judge of the Northern District of Illinois, the Honorable Morton Denlow (ret.) of  
18 JAMS (Chicago). However, an initial call with Judge Denlow on August 18, 2016 revealed that  
19 the Parties had dramatically different views on settlement. As a result, and at the suggestion of  
20 Judge Denlow, the Parties agreed to cancel the mediation. Nevertheless, the Parties committed to  
21 revisiting settlement talks at a later date if they deemed it appropriate.

22 **L.** After much litigation, in January 2019, the Parties agreed to attend a full-day  
23 mediation, with the former Chief Judge of the Northern District of Illinois, the Honorable James F.  
24 Holderman (ret.) of JAMS (Chicago). On May 9, 2019, the Parties attended a full-day mediation  
25 before Judge Holderman, and after several rounds of arms' length negotiations, ultimately reached  
26 a class action settlement that, if finally approved by the Court, would completely resolve this  
27 Action.

28 **M.** At all times, Defendant has denied and continues to deny any wrongdoing

1 whatsoever and has denied and continues to deny that it committed, or threatened or attempted to  
2 commit, any wrongful act or violation of law or duty alleged in the Action. Nonetheless, taking  
3 into account the uncertainty and risks inherent in any litigation, Defendant has concluded it is  
4 desirable and beneficial that the Action be fully and finally settled and terminated in the manner  
5 and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise,  
6 and the Agreement, any related documents, and any negotiations resulting in it shall not be  
7 construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing  
8 on the part of Defendant, or any of the Released Parties (defined below), with respect to any claim  
9 of any fault or liability or wrongdoing or damage whatsoever.

10 N. Plaintiffs believe that the claims asserted in the Action against Defendant have  
11 merit and that they would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiffs  
12 and Class Counsel recognize that Defendant has raised factual and legal defenses that present a  
13 risk that Plaintiffs may not prevail. Plaintiffs and Class Counsel also recognize the expense and  
14 delay associated with continued prosecution of the Action against Defendant through summary  
15 judgment, trial, and any further appeals. Plaintiffs and Class Counsel have also taken into account  
16 the uncertain outcome and risks of litigation, especially in complex class actions, as well as the  
17 difficulties inherent in such litigation. Therefore, Plaintiffs believe it is desirable that the Released  
18 Claims be fully and finally compromised, settled, and resolved with prejudice. Based on their  
19 evaluation, Class Counsel have concluded that the terms and conditions of this Agreement are fair,  
20 reasonable, and adequate to the Settlement Class, and that it is in the best interests of the  
21 Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of  
22 this Agreement.

23 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among  
24 Named Plaintiffs, the Settlement Class, and each of them, and Defendant, by and through their  
25 undersigned counsel that, subject to final approval of the Court after a hearing or hearings as  
26 provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties  
27 from the Agreement set forth herein, that the Action and the Released Claims shall be finally and  
28 fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon

1 and subject to the terms and conditions of this Agreement.

2 **AGREEMENT**

3 1. **DEFINITIONS.**

4 As used in this Settlement Agreement, the following terms have the meanings specified  
5 below:

6 **1.1 “Action”** means *Tony Dickey and Paul Parmer v. Advanced Micro Devices, Inc.*,  
7 Case No. 4:15-cv-04922-HSG, pending in the United States District Court for the Northern  
8 District of California, Oakland Division.

9 **1.2 “Approved Claim”** means a Claim Form submitted by a Settlement Class Member  
10 that: (a) is submitted timely and in accordance with the directions on the Claim Form and the  
11 provisions of the Settlement Agreement; (b) is fully and truthfully completed by a Settlement  
12 Class Member with all of the information requested in the Claim Form; (c) is signed by the  
13 Settlement Class Member, physically or electronically; and (d) is approved by the Settlement  
14 Administrator pursuant to the provisions of this Agreement.

15 **1.3 “Claim Form”** means the document substantially in the form attached hereto as  
16 Exhibit A, as approved by the Court. The Claim Form, to be completed by Settlement Class  
17 Members who wish to file a Claim for a payment, shall be available in electronic and paper format  
18 in the manner described below.

19 **1.4 “Claims Deadline”** means the date by which all Claim Forms must be postmarked  
20 or received to be considered timely and shall be set at a date no later than seven (7) days prior to  
21 the Final Approval Hearing. The Claims Deadline shall be clearly set forth in the Order for Notice  
22 and Hearing as well as in the Notice and the Claim Form.

23 **1.5 “Class Counsel”** means Rafey S. Balabanian and Todd Logan of Edelson PC.

24 **1.6 “Class Representatives”** means the Named Plaintiffs in this Action, Tony Dickey  
25 and Paul Parmer.

26 **1.7 “Court”** means the United States District Court for the Northern District of  
27 California, the Honorable Haywood S. Gilliam, Jr. presiding, or any judge who shall succeed him  
28 as the Judge in this Action.

1           **1.8**    “**Defendant**” means Advanced Micro Devices, Inc., the defendant in the Action.

2           **1.9**    “**Defendant’s Counsel**” means Matthew D. Powers and E. Clay Marquez of  
3 O’Melveny & Myers LLP.

4           **1.10** “**Effective Date**” means the date ten (10) days after which all of the events and  
5 conditions specified in Paragraph 9.1 have been met and have occurred.

6           **1.11** “**Escrow Account**” means the separate, interest-bearing escrow account to be  
7 established by the Settlement Administrator under terms acceptable to all Parties at a depository  
8 institution insured by the Federal Deposit Insurance Corporation. The Settlement Payments shall  
9 be deposited by Defendant into the Escrow Account and the money in the Escrow Account shall  
10 be invested in the following types of accounts and/or instruments and no other: (i) demand deposit  
11 accounts and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities  
12 of forty-five (45) days or less. The costs of establishing and maintaining the Escrow Account shall  
13 be paid from the Settlement Fund.

14           **1.12** “**Fee Award**” means the amount of attorneys’ fees and reimbursement of expenses  
15 awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

16           **1.13** “**Final**” means one business day following the latest of the following events: (i) the  
17 date upon which the time expires for filing or noticing any appeal of the Court’s Final Judgment  
18 approving the Settlement Agreement; (ii) if there is an appeal or appeals, other than an appeal or  
19 appeals solely with respect to the Fee Award, the date of completion, in a manner that finally  
20 affirms and leaves in place the Final Judgment without any material modification, of all  
21 proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all  
22 deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings  
23 ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following  
24 decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any  
25 proceeding on *certiorari*.

26           **1.14** “**Final Approval Hearing**” means the hearing before the Court where the Parties  
27 will request the Final Judgment to be entered by the Court approving the Settlement Agreement,  
28 the Fee Award, and the incentive award to the Class Representatives.

1           **1.15 “Final Judgment” or “Final Settlement Order”** means the Final Judgment and  
2 Order to be entered by the Court approving the Agreement after the Final Approval Hearing.

3           **1.16 “Notice”** means the notice of this proposed Class Action Settlement Agreement  
4 and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the  
5 manner set forth in this Agreement, is consistent with the requirements of Due Process and Rule  
6 23, and is substantially in the form of Exhibits B, C, and D hereto.

7           **1.17 “Notice Date”** means the date by which the Notice set forth in Paragraph 4.1 is  
8 complete, which shall be no later than forty-five (45) days after Preliminary Approval.

9           **1.18 “Objection/Exclusion Deadline”** means the date by which a written objection to  
10 this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement  
11 Class must be made, which shall be designated as a date no later than forty-five (45) days after the  
12 Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award are filed  
13 with the Court and posted to the settlement website listed in Paragraph 4.1(d), or such other date  
14 as ordered by the Court.

15           **1.19 “Person”** shall mean, without limitation, any individual, corporation, partnership,  
16 limited partnership, limited liability company, association, joint stock company, estate, legal  
17 representative, trust, unincorporated association, and any business or legal entity and their  
18 spouses, heirs, predecessors, successors, representatives, or assigns. “Person” is not intended to  
19 include any governmental agencies or governmental actors, including, without limitation, any state  
20 Attorney General office.

21           **1.20 “Plaintiffs”** means Tony Dickey, Paul Parmer, and the Settlement Class Members.

22           **1.21 “Preliminary Approval”** means the Court’s preliminary approval of this  
23 Settlement Agreement, and approval of the form and manner of the Notice.

24           **1.22 “Preliminary Approval Order”** means the order preliminarily approving the  
25 Settlement Agreement and directing notice thereof to the Settlement Class, which will be agreed  
26 upon by the Parties and submitted to the Court in conjunction with Plaintiffs’ motion for  
27 preliminary approval of the Agreement.  
28

1           **1.23 “Released Claims”** means any and all actual, potential, filed, known or unknown,  
2 fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities,  
3 rights, causes of action, contracts or agreements, extracontractual claims, damages, punitive,  
4 exemplary or multiplied damages, expenses, costs, attorneys’ fees and or obligations (including  
5 “Unknown Claims,” as defined below), whether in law or in equity, accrued or unaccrued, direct,  
6 individual or representative, of every nature and description whatsoever, whether based on  
7 California’s Unfair Competition Law, California’s False Advertising Law, California’s Consumer  
8 Legal Remedies Act, or on claims of fraudulent inducement, breach of express warranty, or  
9 negligent misrepresentation, or other federal, state, local, statutory or common law or any other  
10 law, rule or regulation, against the Released Parties, or any of them, arising out of any marketing  
11 materials, advertising, descriptions, facts, transactions, events, matters, occurrences, acts,  
12 disclosures, statements, representations, omissions or failures to act regarding the number of cores  
13 in AMD’s FX-8120, FX-8150, FX-8320, FX-8350, FX-8370, FX-9370, and FX- 9590 processors,  
14 including all claims that were brought or could have been brought in the Action relating to  
15 representations about those CPUs.

16           **1.24 “Released Parties”** means Defendant Advanced Micro Devices, Inc., as well as  
17 any and all of its respective present or past heirs, executors, estates, administrators, predecessors,  
18 successors, subsidiaries, direct and indirect distributors, resellers, and customers (including  
19 through multiple levels of sale or distribution), licensors, licensees, associates, affiliates,  
20 employers, employees, agents, consultants, independent contractors, insurers, directors, managing  
21 directors, officers, partners, principals, members, attorneys, accountants, financial and other  
22 advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives,  
23 successors in interest, assigns and companies, firms, and trusts.

24           **1.25 “Releasing Parties”** means Plaintiffs, those Settlement Class Members who do not  
25 timely opt out of the Settlement Class, and all of their respective present or past heirs, executors,  
26 estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries,  
27 associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers,  
28 directors, managing directors, officers, partners, principals, members, attorneys, accountants,

1 financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors,  
2 legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

3       **1.26 “Settlement Administration Expenses”** means the expenses incurred by the  
4 Settlement Administrator in providing Notice, processing claims, responding to inquiries from  
5 members of the Settlement Class, mailing checks for Approved Claims, and related services. The  
6 Settlement Administrator anticipates the total cost of Settlement Administration to be  
7 approximately \$350,000-\$700,000, depending on factors such as the number of physical addresses  
8 ultimately produced pursuant to subpoenas served upon third parties to this litigation.

9       **1.27 “Settlement Administrator”** means Angeion Group, subject to Court approval,  
10 who shall oversee the distribution of Notice, as well as the processing and payment of Approved  
11 Claims to the Settlement Class as set forth in this Agreement.

12       **1.28 “Settlement Class”** means all Persons who purchased one or more of the following  
13 AMD computer chips either (1) while residing in California or (2) after visiting the AMD.com  
14 website: FX-8120, FX-8150, FX-8320, FX-8350, FX-8370, FX-9370, and FX-9590. Excluded  
15 from the Settlement Class are (1) any Judge or Magistrate presiding over this action and members  
16 of their families, (2) the defendant, defendant’s subsidiaries, parent companies, successors,  
17 predecessors, and any entity in which the defendant or its parents have a controlling interest and  
18 their current or former officers, directors, and employees, (3) persons who properly execute and  
19 file a timely request for exclusion from the class, and (4) the legal representatives, successors or  
20 assigns of any such excluded persons.

21       **1.29 “Settlement Class Member”** means a Person who falls within the definition of the  
22 Settlement Class as set forth above and who has not submitted a valid request for exclusion.

23       **1.30 “Settlement Fund”** means the non-reversionary cash fund that shall be  
24 established by Defendant in the total amount of twelve million one hundred thousand dollars  
25 (\$12,100,000.00) to be deposited into the Escrow Account via Defendant’s Settlement Payments,  
26 plus all interest earned thereon. From the Settlement Fund, the Settlement Administrator shall pay  
27 all Approved Claims made by Settlement Class Members, Settlement Administration Expenses,  
28 any incentive award to the Class Representatives, and any Fee Award to Class Counsel. The

1 Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement  
2 Administrator to access said funds until such time as the above-listed payments are made. The  
3 Settlement Fund includes all interest that shall accrue on the sums deposited in the Escrow  
4 Account. The Settlement Administrator shall be responsible for all tax filings with respect to any  
5 earnings on the Settlement Fund and the payment of all taxes that may be due on such earnings.  
6 The Settlement Payments represents the total extent of Defendant's monetary obligations under  
7 this Agreement. In no event shall Defendant's total monetary obligation with respect to this  
8 Agreement exceed or be less than twelve million one hundred thousand dollars (\$12,100,000.00)

9 **1.31 "Settlement Payments"** means those payments made by Defendant, totaling  
10 twelve million one hundred thousand dollars (\$12,100,000.00), and deposited in the Escrow  
11 Account for the purpose of establishing the Settlement Fund.

12 **1.32 "Unknown Claims"** means claims that could have been raised in the Action and  
13 that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or  
14 her, might affect his or her agreement to release the Released Parties or the Released Claims or  
15 might affect his or her decision to agree, object or not to object to the Settlement. Upon the  
16 Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived  
17 and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of  
18 § 1542 of the California Civil Code, which provides as follows:

19 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
20 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
21 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE  
22 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY  
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED  
PARTY.

23 Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have,  
24 waived any and all provisions, rights and benefits conferred by any law of any state or territory of  
25 the United States, or principle of common law, or the law of any jurisdiction outside of the United  
26 States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The  
27 Releasing Parties acknowledge that they may discover facts in addition to or different from those  
28 that they now know or believe to be true with respect to the subject matter of this release, but that

1 it is their intention to finally and forever settle and release the Released Claims, notwithstanding  
2 any Unknown Claims they may have, as that term is defined in this Paragraph.

3 **2. SETTLEMENT CONSIDERATION.**

4 In consideration of the Release provided for in Section 3 and the dismissal of the Action  
5 with prejudice, AMD agrees to provide the following consideration to the Plaintiffs under the  
6 terms of the Settlement Agreement.

7 **2.1 Monetary Compensation.**

8 (a) Defendant shall pay or cause to be paid into the Escrow Account an initial  
9 Settlement Payment in the amount of six million fifty thousand dollars (\$6,050,000.00) within  
10 fourteen (14) business days after Preliminary Approval. Defendants shall then pay or cause to be  
11 paid into the Escrow Account a second and final Settlement Payment in the amount of six million  
12 fifty thousand dollars (\$6,050,000.00) within ten (10) business days after Final Approval.

13 (b) Settlement Class Members shall have until the Claims Deadline to submit  
14 an Approved Claim for up to five (5) qualifying purchases of an FX-8120, FX-8150, FX-8320,  
15 FX-8350, FX-8370, FX-9370, or FX-9590 CPU(s), without proof of purchase. Settlement Class  
16 Members seeking to file a claim for more than five (5) qualifying purchases will be required to  
17 provide the Claims Administrator with reasonable proof of purchase. Each Settlement Class  
18 Member with an Approved Claim shall be entitled to a *pro rata* portion, on a per- -CPU basis, of  
19 the Settlement Fund to be paid by check after deducting the Settlement Administration Expenses,  
20 any Fee Award to Class Counsel, any incentive award for the Class Representatives, and any other  
21 amounts payable under the Agreement.

22 (c) In the event that the total *pro rata*, per-CPU distribution entitlement of any  
23 individual class member exceeds \$300 (*i.e.*, the approximate original retail price of the AMD FX-  
24 9590 CPU ), all amounts above and beyond \$300 per CPU shall be distributed to a reasonable *cy*  
25 *pres* recipient, subject to Court approval.

26 (d) Within sixty (60) days after the Effective Date, or such other date as the  
27 Court may set, the Settlement Administrator shall pay from the Settlement Fund all Approved  
28 Claims by check.

1 (e) All cash payments issued to Settlement Class Members via check will state  
2 on the face of the check that it will expire and become null and void unless cashed within ninety  
3 (90) days after the date of issuance. To the extent that a check issued to a Settlement Class  
4 Member is not cashed within ninety (90) days after the date of issuance, such funds shall be placed  
5 into a Second Distribution fund. If appropriate, at the Parties' election, funds remaining from any  
6 uncashed checks provided during the initial distribution may be used for a Second Distribution to  
7 participating class members on a *pro rata* basis, and/or may be directed to an appropriate *cy pres*  
8 recipient, agreed upon by the Parties and subject to Court approval, in lieu of a Second  
9 Distribution. To the extent that a Second Distribution is made and any Second Distribution checks  
10 remain uncashed after ninety (90) days, such funds shall be directed to an appropriate *cy pres*  
11 recipient, agreed upon by the Parties and subject to Court approval.

12 (f) Subject to Court approval, the Parties agree to engage the Rose Foundation,  
13 located at 201 4<sup>th</sup> Street, Suite 102, Oakland, CA 94607, for purposes of managing the distribution  
14 of any *cy pres* funds and the selection of an appropriate *cy pres* recipient(s) whose work is closely  
15 related to the issues raised by this litigation and/or furthers the objectives of this Settlement  
16 Agreement. The Parties further agree that any Rose Foundation fees will be paid exclusively from  
17 the Settlement Fund.

18 **3. RELEASE.**

19 **3.1** The obligations incurred pursuant to this Settlement Agreement shall be a full and  
20 final disposition of the Action and any and all Released Claims, as against all Released Parties.

21 **3.2** Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed  
22 to have, and by operation of the Final Judgment shall have, fully, finally, and forever released,  
23 relinquished, and discharged all Released Claims against the Released Parties, and each of them.

24 **4. NOTICE TO THE CLASS.**

25 **4.1** The Notice Plan shall consist of the following:

26 (a) *Settlement Class List.* No later than fourteen (14) business days after the  
27 execution of this Agreement, Class Counsel will seek to obtain the last known U.S. Mail addresses  
28 and email addresses of Persons in the Settlement Class by issuing subpoenas for such information

1 to certain third-party resellers of AMD's processors at issue in the Action and provide that contact  
2 information to the Settlement Administrator. The Settlement Administrator shall use this  
3 information to create the "Class List," a copy of which shall be provided to Class Counsel and  
4 Defendant's Counsel.

5           **(b)**     *Direct Notice via U.S. Mail.* No later than the Notice Date, the Settlement  
6 Administrator shall send notice substantially in the form attached as Exhibit B and a postcard  
7 Claim Form with return postage prepaid via First Class U.S. Mail to all Settlement Class Members  
8 whose U.S. Mail address is available in the Class List. In the event that claims representing fewer  
9 than 50,000 CPU purchases have been submitted by the date that is thirty (30) days prior to the  
10 Claims Deadline, the Settlement Administrator shall again send notice substantially in the form  
11 attached as Exhibit B and a postcard Claim Form with return postage prepaid via First Class U.S.  
12 Mail to all Settlement Class Members whose U.S. Mail address is available in the Class List.

13           **(c)**     *Direct Notice via Email.* No later than the Notice Date, the Settlement  
14 Administrator shall send Notice via email substantially in the form attached as Exhibit C, along  
15 with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid  
16 email address is available in the Class List. In the event transmission of email notice results in any  
17 "bounce-backs," the Settlement Administrator shall, if possible, correct any issues that may have  
18 caused the "bounce-back" to occur and make a second attempt to re-send the email notice. Thirty  
19 (45) days prior to the Claims Deadline, the Settlement Administrator shall again send Notice via  
20 email substantially in the form attached as Exhibit C, along with an electronic link to the Claim  
21 Form, to all Settlement Class Members for whom a valid email address is available in the Class  
22 List.

23           **(d)**     *Settlement Website.* Within ten (10) days from Preliminary Approval,  
24 Notice shall be provided on a website at [www.amdcpusettlement.com](http://www.amdcpusettlement.com), which shall be  
25 administered and maintained by the Settlement Administrator and shall include the ability to file  
26 Claim Forms on-line. The Notice provided on the Settlement Website shall be substantially in the  
27 form of Exhibit D hereto. The Settlement Website will be periodically updated to provide the  
28 estimated pro rata payment amount based on the number of participating Settlement Class

1 Members.

2           **(e)**     *Digital Publication Notice.* The Settlement Administrator will supplement  
3 the direct mail postcard and email notice with Internet banner ads, which allows access to several  
4 thousand premium high-quality websites likely to be visited by Settlement Class Members. These  
5 ads will run for at least one month and will contain active hyperlinks to the Settlement Website.  
6 The final banner ads, and the banner ad program, to be used shall to be subject to the final  
7 approval of Defendant, approval not to be unreasonably withheld. Any disputes between the  
8 Parties regarding banner ads shall be submitted to the Honorable James F. Holderman (ret.) of  
9 JAMS for binding determination.

10           **(f)**     *CAFA Notice.* Pursuant to 28 U.S.C. § 1715, not later than ten (10) days  
11 after the Agreement is filed with the Court, Defendant shall cause to be served upon the Attorneys  
12 General of each U.S. State in which Settlement Class members reside, the Attorney General of the  
13 United States, and other required government officials, notice of the proposed settlement as  
14 required by law.

15           **4.2**     The Notice shall advise the Settlement Class of their rights, including the right to  
16 be excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms.  
17 The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted  
18 in support of said objection, shall be considered by the Court at the Final Approval Hearing only  
19 if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the  
20 Notice, the Person making the objection files notice of an intention to do so and at the same time  
21 (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing  
22 with the Clerk of the Court, or alternatively, if the objection is from a Class Member represented  
23 by counsel, files any objection through the Court's CM/ECF system, and (b) sends copies of such  
24 papers by mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.  
25 The Notice shall also advise the Settlement Class of the total value of the Settlement Fund and the  
26 approximate value of anticipated distributions per CPU.

27           **4.3**     Any Settlement Class Member who intends to object to this Agreement must  
28 present the objection in writing, which must be personally signed by the objector, and must

1 include: (1) the objector's name and address; (2) an explanation of the basis upon which the  
2 objector claims to be a Settlement Class Member, including the model of AMD CPU purchased  
3 and statement that it was either purchased while residing in California or after visiting the  
4 AMD.com website; (3) all grounds for the objection, including all citations to legal authority and  
5 evidence supporting the objection; (4) the name and contact information of any and all attorneys  
6 representing, advising, or in any way assisting the objector in connection with the preparation or  
7 submission of the objection or who may profit from the pursuit of the objection; and (5) a  
8 statement indicating whether the objector intends to appear at the Final Approval Hearing (either  
9 personally or through counsel who files an appearance with the Court in accordance with the  
10 Local Rules).

11 **4.4** A Settlement Class Member may request to be excluded from the Settlement Class  
12 by sending a written request postmarked on or before the Objection/Exclusion Deadline approved  
13 by the Court and specified in the Notice. To exercise the right to be excluded, a Person in the  
14 Settlement Class must timely send a written request for exclusion to the Settlement Administrator  
15 providing his/her name and address, the model of AMD processor(s) purchased, the number of  
16 AMD processors purchased, and a statement that it was either purchased while residing in  
17 California or after visiting the AMD.com website; a signature, the name and number of the case,  
18 and a statement that he or she wishes to be excluded from the Settlement Class for purposes of this  
19 Settlement. A request to be excluded that does not include all of this information, or that is sent to  
20 an address other than that designated in the Notice, or that is not postmarked within the time  
21 specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the  
22 Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if  
23 approved. Any member of the Settlement Class who validly elects to be excluded from this  
24 Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief  
25 under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be  
26 entitled to object to any aspect of this Agreement. The request for exclusion must be personally  
27 signed by the Person requesting exclusion. So-called "mass" or "class" opt-outs shall not be  
28 allowed. To be valid, a request for exclusion must be postmarked or received by the date specified

1 in the Notice.

2           **4.5**     The Final Approval Hearing shall be no earlier than ninety (90) days after the  
3 Notice described in Paragraph 4.1(f) is provided.

4           **4.6**     Any Settlement Class Member who does not, in accordance with the terms and  
5 conditions of this Agreement, seek exclusion from the Settlement Class or timely file a valid  
6 Claim Form shall not be entitled to receive any payment or benefits pursuant to this Agreement,  
7 but will otherwise be bound by all of the terms of this Agreement, including the terms of the Final  
8 Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be  
9 barred from bringing any action against any of the Released Parties concerning the Released  
10 Claims.

11 **5.     SETTLEMENT ADMINISTRATION.**

12           **5.1**     The Settlement Administrator shall, under the supervision of the Court, administer  
13 the relief provided by this Settlement Agreement by processing Claim Forms in a rational,  
14 responsive, cost effective, and timely manner. The Settlement Administrator shall maintain  
15 reasonably detailed records of its activities under this Agreement. The Settlement Administrator  
16 shall maintain all such records as are required by applicable law in accordance with its normal  
17 business practices and such records will be made available to Class Counsel and Defendant's  
18 Counsel upon request. The Settlement Administrator shall also provide reports and other  
19 information to the Court as the Court may require. The Settlement Administrator shall provide  
20 Class Counsel and Defendant's Counsel with information concerning Notice, administration, and  
21 implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a  
22 timely report to the Court summarizing the work performed by the Settlement Administrator,  
23 including a post-distribution accounting of all amounts from the Settlement Fund paid to  
24 Settlement Class Members on account of Approved Claims, the number and value of checks not  
25 cashed, and the amount distributed to any *cy pres* recipient. Without limiting the foregoing, the  
26 Settlement Administrator shall:

27                   **(a)**     Forward to Defendant's Counsel, with copies to Class Counsel, all original  
28 documents and other materials received in connection with the administration of the Settlement,

1 and all copies thereof, within thirty (30) days after the date on which all Claim Forms have been  
2 finally approved or disallowed in accordance with the terms of this Agreement;

3           **(b)** Receive requests to be excluded from the Settlement Class and other  
4 requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the  
5 Settlement Administrator receives any exclusion forms or other requests after the deadline for the  
6 submission of such forms and requests, the Settlement Administrator shall promptly provide  
7 copies thereof to Class Counsel and Defendant's Counsel;

8           **(c)** Provide weekly reports to Class Counsel and Defendant's Counsel,  
9 including without limitation, reports regarding the number of Claim Forms received, the number  
10 approved by the Settlement Administrator, and the categorization and description of Claim Forms  
11 rejected, in whole or in part, by the Settlement Administrator; and

12           **(d)** Make available for inspection by Class Counsel or Defendant's Counsel the  
13 Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

14           **5.2** The Settlement Administrator shall be obliged to employ reasonable procedures to  
15 screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud,  
16 including by cross-referencing Approved Claims with the Class List. The Settlement  
17 Administrator shall determine whether a Claim Form submitted by a Settlement Class Member is  
18 an Approved Claim and shall reject Claim Forms that fail to (a) comply with the instructions on  
19 the Claim Form or the terms of this Agreement, or (b) provide full and complete information as  
20 requested on the Claim Form. In the event a Person submits a timely Claim Form by the Claims  
21 Deadline but the Claim Form is not otherwise complete, then the Settlement Administrator shall  
22 give such Person one (1) reasonable opportunity to provide any requested missing information,  
23 which information must be received by the Settlement Administrator no later than thirty (30)  
24 calendar days after the Claims Deadline. In the event the Settlement Administrator receives such  
25 information more than thirty (30) days after the Claims Deadline, then any such claim shall be  
26 denied. The Settlement Administrator may contact any Person who has submitted a Claim Form to  
27 obtain additional information necessary to verify the Claim Form.

28           **5.4** Defendant's Counsel and Class Counsel shall have the right to challenge the

1 acceptance or rejection of a Claim Form submitted by Settlement Class Members. The Settlement  
2 Administrator shall follow any agreed decisions of Class Counsel and Defendant’s Counsel as to  
3 the validity of any disputed submitted Claim Form. To the extent Class Counsel and Defendant’s  
4 Counsel are not able to agree on the disposition of a challenge, the disputed claim shall be  
5 submitted to the Honorable James F. Holderman (ret.) of JAMS for binding determination.

6 **5.5** In the exercise of its duties outlined in this Agreement, the Settlement  
7 Administrator shall have the right to reasonably request additional information from the Parties or  
8 any Settlement Class Member.

9 **6. TERMINATION OF SETTLEMENT.**

10 **6.1** Subject to Paragraphs 9.1-9.3 below, Defendant or the Class Representatives on  
11 behalf of the Settlement Class, shall have the right to terminate this Agreement by providing  
12 written notice of the election to do so (“Termination Notice”) to all other Parties hereto within  
13 twenty-one (21) days of any of the following events: (i) the Court’s refusal to grant Preliminary  
14 Approval of this Agreement in any material respect; (ii) the Court’s refusal to grant final approval  
15 of this Agreement in any material respect; (iii) the Court’s refusal to enter the Final Judgment in  
16 this Action in any material respect; (iv) the date upon which the Final Judgment is modified or  
17 reversed in any material respect by the U.S. Court of Appeals for the Ninth Circuit or the Supreme  
18 Court of the United States; or (v) the date upon which an Alternative Judgment, as defined in  
19 Paragraph 9.1(d) of this Agreement is modified or reversed in any material respect by the U.S.  
20 Court of Appeals for the Ninth Circuit or the Supreme Court of the United States.

21 **6.2** Within ten (10) business days after the last day for Settlement Class Members to  
22 opt-out, the Settlement Administrator will provide to Defendant’s Counsel a list of all Persons  
23 who opted out by validly requesting exclusion. In the event that the number of Persons who opted  
24 out exceeds 30,000, or the number of CPUs purchased by Persons who opted out exceeds 50,000  
25 CPUs, Defendant may elect to terminate this Agreement on the ground that exclusion at that level  
26 threatens to frustrate the essential purpose of this Agreement. Defendant may exercise its right to  
27 terminate under this subsection by notifying Class Counsel of its election no later than ten (10)  
28 business days after receipt of the list of Persons who opted out.

1 **7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.**

2 **7.1** Promptly after the execution of this Settlement Agreement, Class Counsel shall  
3 submit this Agreement together with its Exhibits to the Court and shall move the Court for  
4 Preliminary Approval of the settlement set forth in this Agreement; and entry of a Preliminary  
5 Approval Order, which order shall set a Final Approval Hearing date and approve the Notice and  
6 Claim Form for dissemination substantially in the form of Exhibits A, B, C, and D hereto. The  
7 Preliminary Approval Order shall also authorize the Parties, without further approval from the  
8 Court, to agree to and adopt such amendments, modifications and expansions of the Settlement  
9 Agreement and its implementing documents (including all exhibits to this Agreement) so long as  
10 they are consistent in all material respects with the terms of the Final Judgment and do not limit or  
11 impair the rights of the Settlement Class.

12 **7.2** At the time of the submission of this Agreement to the Court as described above,  
13 Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing  
14 and approve the settlement of the Action as set forth herein.

15 **7.3** After Notice is given, the Parties shall request and seek to obtain from the Court a  
16 Final Judgment, which will (among other things):

17 **(a)** find that the Court has jurisdiction over all Settlement Class Members and  
18 Released Claims, such that the Court may approve the Agreement, including all exhibits thereto;

19 **(b)** approve the Settlement Agreement and the proposed settlement as fair,  
20 reasonable and adequate as to, and in the best interests of, the Settlement Class Members; direct  
21 the Parties and their counsel to implement and consummate the Agreement according to its terms  
22 and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive  
23 effect in all pending and future lawsuits or other proceedings maintained by or on behalf of  
24 Plaintiffs and the Releasing Parties;

25 **(c)** find that the Notice implemented pursuant to the Agreement (i) constitutes  
26 the best practicable notice under the circumstances; (ii) constitutes notice that is reasonably  
27 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the  
28 Action, their right to object to or exclude themselves from the proposed Agreement, and to appear

1 at the Final Approval Hearing; (iii) is reasonable and constitutes due, adequate, and sufficient  
2 notice to all persons entitled to receive notice; and (iv) meets all applicable requirements of the  
3 Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and  
4 the rules of the Court;

5 (d) find that the Class Representatives and Class Counsel adequately represent  
6 the Settlement Class for purposes of entering into and implementing the Agreement;

7 (e) dismiss the Action (including all individual claims and Settlement Class  
8 Claims presented thereby) on the merits and with prejudice, without fees or costs to any Party  
9 except as provided in the Settlement Agreement;

10 (f) incorporate the Release set forth above, make the Release effective as of the  
11 Effective Date, and forever discharge the Released Parties as set forth herein;

12 (g) permanently bar and enjoin all Settlement Class Members who have not  
13 been properly excluded from the Settlement Class from filing, commencing, prosecuting,  
14 intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in  
15 any jurisdiction based on the Released Claims;

16 (h) without affecting the finality of the Final Judgment for purposes of appeal,  
17 retain jurisdiction as to all matters relating to administration (except disputes over the Claim Form  
18 as described in Paragraph 5.4), consummation, enforcement, and interpretation of the Settlement  
19 Agreement and the Final Judgment, and for any other necessary purpose; and

20 (i) incorporate any other provisions, as the Court deems necessary and just, so  
21 long as they do not conflict with the other provisions of this Agreement.

22 **8. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF**  
23 **EXPENSES; INCENTIVE AWARD.**

24 **8.1** Defendant acknowledges that Class Counsel is entitled to be paid from the  
25 Settlement Fund reasonable attorneys' fees and reimbursement of their expenses, in an amount  
26 approved by the Court, and that said amount shall serve as the Fee Award. The Fee Award shall be  
27 determined by the Court on the petition of Class Counsel. Without the Parties having discussed the  
28 issue of attorneys' fees at any point in their negotiations, and with no consideration given or

1 received, Class Counsel agrees to limit its petition for attorneys' fees and reimbursement of  
2 expenses to no more than 30 percent (30%) of the Settlement Fund, or Three Million Six Hundred  
3 Thirty Thousand US Dollars (\$3,630,000.00). Payment of the Fee Award shall be made from the  
4 Settlement Fund and should Class Counsel seek or be awarded less than this amount, the  
5 difference in the amount sought and/or the amount ultimately awarded pursuant to this Paragraph  
6 shall remain in the Settlement Fund for distribution to the claiming Class Members.

7 **8.2** The Fee Award shall be payable within seven business (7) days after entry of the  
8 Court's Final Judgment, subject to Class Counsel executing the Undertaking Regarding Attorneys'  
9 Fees and Costs (the "Undertaking") attached hereto as Exhibit E, and providing all payment  
10 routing information and tax I.D. numbers for Class Counsel. Payment of the Fee Award shall be  
11 made by wire transfer to Class Counsel in accordance with wire instructions to be provided to the  
12 Settlement Administrator, after completion of necessary forms, including but not limited to W-9  
13 forms. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered  
14 void, then any Person or firm who has received such funds shall be liable for payments made  
15 pursuant to this subparagraph, and shall return such funds to the Settlement Fund by redepositing  
16 them in the Escrow Account. Additionally, should any party to the Undertaking dissolve, merge,  
17 declare bankruptcy, become insolvent, or cease to exist prior to the final payment to Settlement  
18 Class Members, the Parties shall work together in good faith to identify the appropriate successor  
19 party(ies) and that party(ies) shall execute a new undertaking guaranteeing repayment of funds  
20 within fourteen (14) days of such an occurrence. Class Counsel further agrees to maintain accurate  
21 records and accounting regarding the distribution of the Fee Award. Any disputes between the  
22 Parties regarding the appropriate party(ies) to execute a new undertaking, as described above, shall  
23 be submitted to the Honorable James F. Holderman (ret.) of JAMS for binding determination.

24 **8.3** Defendant acknowledges that the Class Representatives shall be paid from the  
25 Settlement Fund an incentive award, in an amount approved by the Court on the petition of Class  
26 Counsel. With no consideration having been given or received, Plaintiffs agree to seek no more  
27 than seven thousand five hundred dollars (\$7,500.00) each from the Court as the incentive award.  
28 Should the Court award less than this amount, the difference in the amount sought and the amount

1 ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund. Such incentive  
2 awards shall be paid from the Settlement Fund (in the form of checks to the Class Representatives  
3 that are sent care of Class Counsel), within five (5) business days after entry of the Court's Final  
4 Judgment if there have been no objections to the Settlement Agreement, and, if there have been  
5 such objections, within five (5) business days after the Effective Date.

6 **9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL,**  
7 **CANCELLATION OR TERMINATION.**

8 **9.1** The Effective Date of this Settlement Agreement shall not occur unless and until  
9 each of the following events occurs and shall be the date upon which the last (in time) of the  
10 following events occurs:

- 11 (a) The Parties and their counsel have executed this Agreement;
- 12 (b) The Court has entered the Preliminary Approval Order;
- 13 (c) The Court has entered an order finally approving the Agreement, following  
14 Notice to the Settlement Class and a Final Approval Hearing, as provided in the Federal Rules of  
15 Civil Procedure, and has entered the Final Judgment, or a judgment consistent with this  
16 Agreement in all material respects; and
- 17 (d) The Final Judgment has become Final, as defined above, or, in the event  
18 that the Court enters an order and final judgment in a form other than that provided above  
19 ("Alternative Judgment") and that has the consent of the Parties, such Alternative Judgment  
20 becomes Final.

21 **9.2** If some or all of the conditions specified in Paragraph 9.1 are not met, or in the  
22 event that this Agreement is not approved by the Court, or the settlement set forth in this  
23 Agreement is terminated or fails to become effective in accordance with its terms, then this  
24 Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1 unless Class  
25 Counsel and Defendant's Counsel mutually agree in writing to proceed with this Agreement. If  
26 any Party contends that another Party is in material breach of the terms of this Agreement, the  
27 non-breaching Party shall provide written notice to the breaching Party within thirty (30) days of  
28 the alleged breach. If the breaching Party fails to remedy or cure said breach within a reasonable

1 period of time following receipt of written notice, the non-breaching Party, provided that it is in  
2 substantial compliance with the terms of this Agreement, may terminate this Agreement on notice  
3 to all of the Parties. Notwithstanding anything herein, the Parties agree that the Court's failure to  
4 approve, in whole or in part, the attorneys' fees payment to Class Counsel and/or the incentive  
5 award set forth in Paragraph 8 above shall not prevent the Agreement from becoming effective,  
6 nor shall it be grounds for termination.

7 **9.3** If this Agreement is terminated or fails to become effective for the reasons set forth  
8 in Paragraphs 6.1 and 9.1-9.2 above, the Parties shall be restored to their respective positions in  
9 the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or  
10 other order entered by the Court in accordance with the terms of this Agreement shall be treated as  
11 vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the  
12 Action as if this Agreement had never been entered into.

## 13 **10. MISCELLANEOUS PROVISIONS.**

14 **10.1** The Parties (a) acknowledge that it is their intent to consummate this Settlement  
15 Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the  
16 extent reasonably necessary to effectuate and implement all terms and conditions of this  
17 Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and  
18 conditions of this Agreement, to secure final approval, and to defend the Final Judgment through  
19 any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another  
20 in seeking Court approval of the Preliminary Approval Order, the Settlement Agreement, and the  
21 Final Judgment, and promptly to agree upon and execute all such other documentation as may be  
22 reasonably required to obtain final approval of the Agreement.

23 **10.2** The Parties intend this Settlement Agreement to be a final and complete resolution  
24 of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement  
25 Class and each or any of them, on the one hand, against the Released Parties, and each or any of  
26 the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum  
27 that the Action was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad  
28 faith or without a reasonable basis.

1           **10.3** The Parties have relied upon the advice and representation of counsel, selected by  
2 them, concerning their respective legal liability for the claims hereby released. The Parties have  
3 read and understand fully the above and foregoing agreement and have been fully advised as to the  
4 legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

5           **10.4** Whether or not the Effective Date occurs or the Settlement Agreement is  
6 terminated, neither this Agreement nor the settlement contained herein, nor any act performed or  
7 document executed pursuant to or in furtherance of this Agreement or the settlement:

8                   **(a)** is, may be deemed, or shall be used, offered or received against the  
9 Released Parties, or each or any of them, as an admission, concession or evidence of, the validity  
10 of any Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any  
11 defense that has been or could have been asserted in the Action, the violation of any law or statute,  
12 the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing,  
13 liability, negligence, or fault of the Released Parties, or any of them;

14                   **(b)** is, may be deemed, or shall be used, offered or received against Defendant,  
15 as an admission, concession or evidence of any fault, misrepresentation or omission with respect  
16 to any statement or written document approved or made by the Released Parties, or any of them;

17                   **(c)** is, may be deemed, or shall be used, offered or received against the  
18 Released Parties, or each or any of them, as an admission or concession with respect to any  
19 liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or  
20 administrative proceeding in any court, administrative agency or other tribunal. However, the  
21 settlement, this Agreement, and any acts performed and/or documents executed in furtherance of  
22 or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be  
23 necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is  
24 approved by the Court, any Party or any of the Released Parties may file this Agreement and/or  
25 the Final Judgment in any action that may be brought against such Party or Parties in order to  
26 support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release,  
27 good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue  
28 preclusion or similar defense or counterclaim;

1           **(d)** is, may be deemed, or shall be construed against Plaintiffs, the Settlement  
2 Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any  
3 of them, as an admission or concession that the consideration to be given hereunder represents an  
4 amount equal to, less than or greater than that amount that could have or would have been  
5 recovered after trial; and

6           **(e)** is, may be deemed, or shall be construed as or received in evidence as an  
7 admission or concession against Plaintiffs, the Settlement Class, the Releasing Parties, or each and  
8 any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims  
9 are with or without merit or that damages recoverable in the Action would have exceeded or  
10 would have been less than any particular amount.

11           **10.5** Upon the Effective Date, all documents and information marked or designated as  
12 "Confidential" or "Highly Confidential - Attorney's Eyes Only," as defined in and subject to the  
13 Protective Order, granted on February 29, 2016 (dkt. 42), or any other protective order entered in  
14 this Action, shall be disposed of within the time frame and according to the procedures set forth in  
15 the Protective Order.

16           **10.6** The headings used herein are used for the purpose of convenience only and are not  
17 meant to have legal effect.

18           **10.7** The waiver by one Party of any breach of this Agreement by any other Party shall  
19 not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

20           **10.8** All of the Exhibits to this Agreement are material and integral parts thereof and are  
21 fully incorporated herein by this reference.

22           **10.9** This Agreement and its Exhibits set forth the entire agreement and understanding  
23 of the Parties with respect to the matters set forth herein, and supersede all prior negotiations,  
24 agreements, arrangements and undertakings with respect to the matters set forth herein. No  
25 representations, warranties or inducements have been made to any Party concerning this  
26 Settlement Agreement or its Exhibits other than the representations, warranties and covenants  
27 contained and memorialized in such documents. This Agreement may be amended or modified  
28 only by a written instrument signed by or on behalf of all Parties or their respective successors-in-

1 interest.

2 **10.10** Except as otherwise provided herein, each Party shall bear its own costs.

3 **10.11** Plaintiffs represent and warrant that they have not assigned any claim or right or  
4 interest therein as against the Released Parties to any other Person or Party and that they are fully  
5 entitled to release the same.

6 **10.12** Each counsel or other Person executing this Settlement Agreement, any of its  
7 Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and  
8 represents that such Person has the full authority to do so and has the authority to take appropriate  
9 action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

10 **10.13** This Agreement may be executed in one or more counterparts. Signature by digital  
11 means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All  
12 executed counterparts and each of them shall be deemed to be one and the same instrument. A  
13 complete set of original executed counterparts shall be filed with the Court if the Court so  
14 requests.

15 **10.14** This Settlement Agreement shall be binding upon, and inure to the benefit of, the  
16 successors and assigns of the Parties hereto and the Released Parties.

17 **10.15** The Court shall retain jurisdiction with respect to implementation and enforcement  
18 of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for  
19 purposes of implementing and enforcing the settlement embodied in this Agreement.

20 **10.16** This Settlement Agreement shall be governed by and construed in accordance with  
21 the laws of the State of California.

22 **10.17** This Agreement is deemed to have been prepared by counsel for all Parties, as a  
23 result of arm's-length negotiations among the Parties. Because all Parties have contributed  
24 substantially and materially to the preparation of this Agreement, it shall not be construed more  
25 strictly against one Party than another.

26 **10.18** Where this Agreement requires notice to the Parties, such notice shall be sent to the  
27 undersigned counsel: Rafey S. Balabanian, Edelson PC, 123 Townsend Street, Suite 100, San  
28 Francisco, California 94107; Matthew D. Powers, O'Melveny & Myers LLP, Two Embarcadero

1 Center, 28th Floor, San Francisco, California, 94111.

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**IT IS SO AGREED TO BY THE PARTIES:**

Dated: August 9, 2019

**TONY DICKEY**, individually and as representative of the Class

\_\_\_\_\_  
*Tony Dickey*

Dated: August 9, 2019

**PAUL PARMER**, individually and as representative of the Class

\_\_\_\_\_

Dated: August 9, 2019

**ADVANCED MICRO DEVICES, INC.**

By: \_\_\_\_\_

**IT IS SO STIPULATED BY COUNSEL:**

Dated: August 9, 2019

**EDELSON PC**

By: \_\_\_\_\_

Rafey S. Balabanian

Todd Logan

*Attorneys for Plaintiffs and the Settlement Class*

Dated: August 9, 2019

**O'MELVENY & MYERS, LLP**

By: \_\_\_\_\_

Matthew D. Powers

E. Clay Marquez

*Attorneys for Defendant*

**ADVANCED MICRO DEVICES, INC.**

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**IT IS SO AGREED TO BY THE PARTIES:**

Dated: August 9, 2019

**TONY DICKEY**, individually and as representative of the Class

\_\_\_\_\_

Dated: August 9, 2019

**PAUL PARMER**, individually and as representative of the Class

*Paul Parmer*  
\_\_\_\_\_

Dated: August 9, 2019

**ADVANCED MICRO DEVICES, INC.**

By: \_\_\_\_\_

**IT IS SO STIPULATED BY COUNSEL:**

Dated: August 9, 2019

**EDELSON PC**

By: \_\_\_\_\_

Rafey S. Balabanian

Todd Logan

*Attorneys for Plaintiffs and the Settlement Class*

Dated: August 9, 2019

**O'MELVENY & MYERS, LLP**

By: \_\_\_\_\_

Matthew D. Powers

E. Clay Marquez

*Attorneys for Defendant*

**ADVANCED MICRO DEVICES, INC.**

**IT IS SO AGREED TO BY THE PARTIES:**

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Dated: August 9, 2019      **TONY DICKEY**, individually and as representative of  
the Class

\_\_\_\_\_

Dated: August 9, 2019      **PAUL PARMER**, individually and as representative of  
the Class

\_\_\_\_\_

Dated: August 9, 2019      **ADVANCED MICRO DEVICES, INC.**

By: \_\_\_\_\_

**IT IS SO STIPULATED BY COUNSEL:**

Dated: August 9, 2019      **EDELSON PC**

By:  \_\_\_\_\_

Rafey S. Balabanian  
Todd Logan  
*Attorneys for Plaintiffs and the Settlement Class*

Dated: August 9, 2019      **O'MELVENY & MYERS, LLP**

By: \_\_\_\_\_

Matthew D. Powers  
E. Clay Marquez  
*Attorneys for Defendant*  
ADVANCED MICRO DEVICES, INC.

**IT IS SO AGREED TO BY THE PARTIES:**

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Dated: August 9, 2019

**TONY DICKEY**, individually and as representative of the Class

\_\_\_\_\_

Dated: August 9, 2019

**PAUL PARMER**, individually and as representative of the Class

\_\_\_\_\_

Dated: August 9, 2019

**ADVANCED MICRO DEVICES, INC.**

By:  \_\_\_\_\_

**IT IS SO STIPULATED BY COUNSEL:**

Dated: August 9, 2019

**EDELSON PC**

By: \_\_\_\_\_  
Rafey S. Balabanian  
Todd Logan  
*Attorneys for Plaintiffs and the Settlement Class*

Dated: August 9, 2019

**O'MELVENY & MYERS, LLP**

By: \_\_\_\_\_  
Matthew D. Powers  
E. Clay Marquez  
*Attorneys for Defendant*  
**ADVANCED MICRO DEVICES, INC.**

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**IT IS SO AGREED TO BY THE PARTIES:**

Dated: August 9, 2019      **TONY DICKEY**, individually and as representative of  
the Class

\_\_\_\_\_

Dated: August 9, 2019      **PAUL PARMER**, individually and as representative of  
the Class

\_\_\_\_\_

Dated: August 9, 2019      **ADVANCED MICRO DEVICES, INC.**

By: \_\_\_\_\_

**IT IS SO STIPULATED BY COUNSEL:**

Dated: August 9, 2019      **EDELSON PC**

By: \_\_\_\_\_

Rafey S. Balabanian  
Todd Logan  
*Attorneys for Plaintiffs and the Settlement Class*

Dated: August 9, 2019      **O'MELVENY & MYERS, LLP**

By:  \_\_\_\_\_

Matthew D. Powers  
E. Clay Marquez  
*Attorneys for Defendant*  
**ADVANCED MICRO DEVICES, INC.**

# Exhibit A

## Exhibit A: Claim Form

### AMD CPU SETTLEMENT CLAIM FORM

THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY [CLAIMS DEADLINE] AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

Instructions: Fill out each section of this form, check the boxes that apply, and sign where indicated. Settlement Distributions will be paid on a per-CPU basis, with a maximum of five (5) qualifying purchases paid per Claimant, without proof of purchase. Claimants who purchased more than five (5) CPUs must provide proof of purchase upon request.

Name (First, M.I., Last): \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address (optional): \_\_\_\_\_

Contact Phone #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ (You may be contacted if further information is required.)

**Class Member Verification:** By submitting this claim form and checking the boxes below, I declare that I believe I am a member of the Settlement Class and that the following statements are true:

I purchased \_\_\_\_ [insert the number of CPUs purchased] AMD FX-8120, FX-8150, FX-8320, FX-8350, FX-8370, FX-9370, and/or FX-9590 CPUs.

At the time I purchased the AMD CPU, I was living in the state of California; **and/or**

Prior to purchasing the AMD CPU, I visited the AMD.com website.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name: \_\_\_\_\_

The Settlement Administrator will review your Claim Form, and if accepted, you will be mailed a check for a *pro rata* share depending on the number of valid claim forms received. This process takes time, please be patient.

**Questions, visit [www.amdcpusettlement.com](http://www.amdcpusettlement.com) or call [toll free number]**

# **Exhibit B**

COURT AUTHORIZED NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

**If you purchased an AMD FX-8120, FX-8150, FX-8320, FX-8350, FX-8370, FX-9370, or FX-9590 CPU, you may be part of a class action settlement.**

AMD CPU Settlement  
Settlement Administrator  
P.O. Box 0000  
City, ST 00000-0000

First-Class  
Mail  
US Postage  
Paid  
Permit #



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»  
«C/O»  
«Addr1» «Addr2»  
«City», «St» «Zip» «Country»

By Order of the Court Dated: [date]

XXX

**AMD CPU SETTLEMENT CLAIM FORM**

THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY [CLAIMS DEADLINE] AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT. Instructions: Fill out each section of this form, check the boxes that apply, and sign where indicated. Settlement Distributions will be paid on a per-CPU basis, with a maximum of five (5) qualifying purchases paid per Claimant, without proof of purchase. Claimants who purchased more than five (5) CPUs must provide proof of purchase upon request.

Name (First, M.I., Last): \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address (optional): \_\_\_\_\_

Contact Phone #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ (You may be contacted if further information is required.)

**Class Member Verification:** By submitting this claim form and checking the boxes below, I declare that I believe I am a member of the Settlement Class and that the following statements are true:

- I purchased \_\_\_\_ [insert the number of CPUs purchased] AMD FX-8120, FX-8150, FX-8320, FX-8350, FX-8370, FX-9370, and/or FX-9590 CPUs.
- At the time I purchased the AMD CPU, I was living in the state of California; **and/or**
- Prior to purchasing the AMD CPU, I visited the AMD.com website.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name: \_\_\_\_\_

The Settlement Administrator will review your Claim Form, if accepted you will be mailed a check for a *pro rata* share depending on the number of valid claim forms received. This process takes time, please be patient.

Questions, visit [www.amdepusettlement.com](http://www.amdepusettlement.com) or call [toll free number]

A settlement has been reached in a class action lawsuit against Advanced Micro Devices, Inc (“AMD” or “Defendant”), alleging it violated the law by misrepresenting the number of “cores” in certain of its CPUs. AMD denies all claims and that it violated any law, but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

**Am I a Class Member?** Our records indicate you may be a Class Member. Class Members are persons that (1) purchased any of AMD’s FX-8120, FX-8150, FX-8320, FX-8350, FX-8370, FX-9370, and FX-9590 computer chips, and (2) made that purchase either while living in California or after visiting the AMD.com website (or both). You are receiving this Notice because records produced in this case indicated that you likely made a purchase that fits these criteria. More information is available at [www.amdcpusettlement.com](http://www.amdcpusettlement.com).

**What Can I Get?** If approved by the Court, Defendant will establish a Settlement Fund of \$12,100,000 to pay all valid claims submitted by the Settlement Class, together with notice and administration expenses, attorneys’ fees and costs, and an incentive award for the class representatives. If you are entitled to relief, you may submit a claim to receive a *pro rata* share of the Settlement Fund, up to \$300 per CPU you purchased.

**How Do I Get a Payment?** You must submit a timely and properly completed Claim Form **no later than [claims deadline]**. You may use the Claim Form attached to this Notice or submit one online at [www.amdcpusettlement.com](http://www.amdcpusettlement.com).

**What are My Other Options?** You may choose to exclude yourself from the Class by sending a letter to the settlement administrator no later than **[objection/exclusion deadline]**. If you exclude yourself, you will not receive a settlement payment, but you keep any rights you may have to sue AMD over the legal claims raised in the lawsuit. You and/or your lawyer also have the right to appear before the Court and/or object to the proposed settlement. Your written objection must be filed no later than **[objection/exclusion deadline]**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [www.amdcpusettlement.com](http://www.amdcpusettlement.com). If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of the Court’s orders and judgments in this case. In addition, your claims relating to the alleged misrepresentations in this case against AMD will be released.

**Who Represents Me?** The Court has appointed lawyers from Edelson PC to represent the class. These attorneys are called “Class Counsel.” You will not be charged for these lawyers. Plaintiffs Tony Dickey and Paul Parmer are Class Members and the Court appointed them “Class Representatives.” You can be represented by your own lawyer in this case at your expense.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing at **[time]** .m. on **[date]** in courtroom 2 at the Ronald V. Dellums Federal Building & United States Courthouse, 1301 Clay Street, Oakland, CA 94612. At that hearing, the Court will: hear any objections to the fairness of the settlement; determine the fairness of the settlement; consider Class Counsel’s request for attorneys’ fees and costs; and decide whether to award the Class Representatives up to \$7500.00 each from the Settlement Fund for helping to bring and settle this case. Defendant has agreed to pay Class Counsel in an amount to be determined and awarded by the Court from the Settlement Fund.

**How Do I Get More Information?** For more information, including the full Notice, Claim Form and Settlement Agreement go to [www.amdcpusettlement.com](http://www.amdcpusettlement.com), contact the settlement administrator at **[phone number]** or AMD CPU Settlement Administrator, **[address]**, or call Class Counsel at 1-415-212-9300.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. All questions regarding the Settlement or claims process should be directed to the Settlement Administrator or to Class Counsel.

\_\_\_\_\_  
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NO POSTAGE  
NECESSARY  
IF MAILED IN  
THE UNITED  
STATES

AMD CPU Settlement Administrator  
c/o [Settlement Administrator]  
PO Box 0000  
City, ST 00000-0000

XXX

# Exhibit C

FROM: NOTICE@CLASSACTIONADMIN.COM  
TO: JOHNQCLASSMEMBER@GMAIL.COM  
RE: LEGAL NOTICE OF CLASS ACTION

**If you purchased an AMD FX-8120, FX-8150, FX-8320, FX-8350, FX-8370, FX-9370, or FX-9590 CPU, you may be part of a class action settlement**

*A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.*

A settlement has been reached in a class action lawsuit against Advanced Micro Devices, Inc. (“AMD” or “Defendant”), alleging it violated the law by misrepresenting the number of “cores” in its FX-8120, FX-8150, FX-8320, FX-8350, FX-8370, FX-9370, or FX-9590 CPUs. AMD denies all claims and that it violated any law, but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

**Am I a Class Member?**

Our records indicate you may be a Class Member. Class Members are persons that (1) purchased any of AMD’s FX-8120, FX-8150, FX-8320, FX-8350, FX-8370, FX-9370, and FX-9590 computer chips, and (2) made that purchase *either* while living in California *or* after visiting the AMD.com website (or both). You are receiving this Notice because records produced in this case indicated that you likely made a purchase that fits these criteria. More information is available at [www.amdcpusettlement.com](http://www.amdcpusettlement.com).

**What can I get?**

If approved by the Court, Defendant will establish a Settlement Fund of \$12,100,000.00 to pay all valid claims submitted by the Settlement Class, together with notice and administration expenses, attorneys’ fees and costs, and an incentive award for the class representatives. If you are entitled to relief, you may submit a claim to receive a *pro rata* share of the Settlement Fund, up to \$300 per CPU you purchased. Claims will be limited to five (5) qualifying purchases per Claimant, absent proof of purchase. Claimants who purchased more than five (5) CPUs must provide proof of purchase upon request.

**How do I get a payment?**

You must submit a timely and properly completed Claim Form **no later than [claims deadline]**. You may request a claim form or submit one online at [www.amdcpusettlement.com](http://www.amdcpusettlement.com).

**What are my other options?**

You may choose to exclude yourself from the Class by sending a letter to the settlement administrator no later than **[objection/exclusion deadline]**. If you exclude yourself, you will not receive a settlement payment, but you keep any rights you may have to sue AMD over the legal claims raised in the lawsuit. You and/or your lawyer also have the right to appear before the Court and/or object to the proposed settlement. Your written objection must be filed no later than **[objection/exclusion deadline]**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [www.amdcpusettlement.com](http://www.amdcpusettlement.com). If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of the Court’s orders and judgments in this case. In addition, your claims relating to the allegations in this case against AMD or any other Released Parties will be released.

### **Who represents me?**

The Court has appointed lawyers from Edelson PC to represent the class. These attorneys are called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense. Plaintiffs Tony Dickey and Paul Parmer are Class Members like you and the Court appointed them as “Class Representatives.”

### **When will the court consider the proposed settlement?**

The Court will hold the Final Approval Hearing at [redacted] .m. on [date] in courtroom 2 at the Ronald V. Dellums Federal Building & United States Courthouse, 1301 Clay Street, Oakland, CA 94612. At that hearing, the Court will: hear any objections to the fairness of the settlement; determine the fairness of the settlement; consider Class Counsel’s request for attorneys’ fees and costs; and decide whether to award the Class Representatives up to \$7500.00 each from the Settlement Fund for helping to bring and settle this case. Class Counsel will be paid from the Settlement Fund in an amount to be determined and awarded by the Court. Class Counsel will seek no more than 30% of the Settlement Fund; the Court may award less than this amount.

### **How do I get more information?**

For more information, including the full Notice, Claim Form and Settlement Agreement go to [www.amdepusettlement.com](http://www.amdepusettlement.com), contact the settlement administrator at 1-[redacted]-[redacted]-[redacted], or call Class Counsel at 1-415-212-9300.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. All questions regarding the Settlement or claims process should be directed to the Settlement Administrator or to Class Counsel.

# Exhibit D

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

**If you purchased an AMD FX-8120, FX-8150, FX-8320, FX-8350, FX-8370, FX-9370, or FX-9590 CPU, you may be part of a class action settlement.**

*A Federal Court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.*

- A settlement has been reached in a class action lawsuit against Advanced Micro Devices, Inc. (“AMD” or “Defendant”), alleging it violated the law by misrepresenting the number of “cores” in certain of its AMD FX CPUs.
- You are included if you purchased one or more of the following AMD CPUs either (1) while residing in California or (2) after visiting the AMD.com website (or both): FX-8120, FX-8150, FX-8320, FX-8350, FX-8370, FX-9370, and FX-9590.
- Those who file claims will be eligible to receive a *pro rata* portion of the Settlement Fund, up to \$300 per CPU purchased. If you do not have proof of your purchase(s), you may not make a claim for any more than five (5) CPUs.
- Please read this notice carefully. Your legal rights are affected regardless of whether you act or do not act.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	You must submit a valid claim form either online or by mail. This is the only way to receive a payment.
<b>EXCLUDE YOURSELF</b>	To exclude yourself, you must affirmatively submit a request to be excluded. You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
<b>OBJECT</b>	Write to the Court explaining why you don’t like the Settlement.
<b>GO TO THE HEARING</b>	Ask to speak in Court about your opinion of the Settlement.
<b>DO NOTHING</b>	You won’t get a share of the Settlement benefits and will give up your rights to sue the Defendant about the claims in this case.

These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

## BASIC INFORMATION

### 1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Haywood S. Gilliam, Jr. of the United States District Court for the Northern District of California is overseeing this class action. The lawsuit is known as *Dickey v. Advanced Micro Devices, Inc.*, No. 4:15-cv-04922 (N.D. Cal.). The people who sued, Tony Dickey and Paul Parmer, are called the “Class Representatives.” The company that got sued, AMD, is called the “Defendant.”

### 2. What is a class action?

In a class action, one or more people called class representatives (in this case, Tony Dickey and Paul Parmer) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who choose to exclude themselves from the Class.

### 3. What is this lawsuit about?

The lawsuit claims that AMD misrepresented the number of cores in certain of its CPUs and that AMD is liable for violations of California’s Unfair Competition Law and California’s False Advertising Law, as well as other laws. AMD denies all claims and that it violated any law.

### 4. Why is there a settlement?

The Court has not decided whether the Plaintiffs or the Defendant should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Class Members will get compensation now rather than years from now, if at all.

More information about the Settlement and the lawsuit are available in the “Court Documents” section of the settlement website, or by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, Oakland Courthouse, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

## WHO’S INCLUDED IN THE SETTLEMENT

### 5. How do I know if I am in the Settlement Class?

The Court decided that everyone who fits this description and chooses not to request to be excluded is a member of the **Settlement Class**:

All individuals who purchased one or more of the following AMD CPUs either (1) while residing in California or (2) after visiting the AMD.com website: FX-8120, FX-8150, FX-8320, FX-8350, FX-8370, FX-9370, and FX-9590. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) the defendant, defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which the defendant or its parents have a controlling interest and their current or former officers, directors, and employees, (3) persons who properly execute and file a timely request for exclusion from the class, and (4) the legal representatives, successors or assigns of any such excluded persons.

Information about the model CPU you purchased can be found in the email confirming your purchase and on the box the CPU came in. Based on the records obtained by Class Counsel, there are approximately 1 million potential Class Members.

If you are still not sure whether you are included, you can call the *Dickey v. Advanced Micro Devices, Inc.* Settlement Administrator at [ENTER NUMBER]. Or you can get free help by calling the lawyers appointed to represent class members in this case at 1-415-212-9300.

## THE SETTLEMENT BENEFITS

### 6. What does the settlement provide?

Defendant has created a Settlement Fund totaling \$12,100,000.00. Class Member payments, as well as the cost to administer the Settlement, the cost to inform people about the Settlement, attorneys' fees and an award to the Class Representatives will also come out of this fund.

### 7. How much will my payment be?

If you are member of the Settlement Class you may submit a Claim Form to receive a portion of the Settlement Fund. The amount of this payment will depend on how many of the Class Members file valid claims. Each Class Member who files a valid claim will receive a proportionate share of the Settlement Fund based on the number of CPUs purchased, up to \$300 per CPU purchased. Settlement Distributions will be paid on a per-CPU basis, with a maximum of five (5) qualifying purchases paid per Claimant, without proof of purchase. Claimants who purchased more than five (5) CPUs must provide proof of purchase upon request. This website will periodically be updated to provide the estimated payment amount based on the number of participating Settlement Class Members.

### 8. When will I get my payment?

You should receive a check from the settlement administrator within 60 days after the Settlement has been finally approved and/or after any appeals process is complete. The hearing to consider the final fairness of the Settlement is scheduled for [Fairness Hearing Date.] All checks will expire and become void 90 days after they are issued. If appropriate, funds remaining from the initial round of uncashed checks may be used for a second distribution to participating class members and/or may be donated to one or more charity(ies) agreed on by the Parties and approved by the Court.

## HOW TO GET BENEFITS

### 9. How do I get a payment?

If you are a Class Member and you want to receive a payment, you must complete and submit a valid Claim Form by [Claims Deadline]. Claim Forms can be found and submitted online or you may have received a Claim Form in the mail as a postcard attached to a summary of this notice, which can be submitted by mail. To submit a Claim Form online or to request a paper copy, go to [www.amdcpusettlement.com](http://www.amdcpusettlement.com) or call toll free, 1-800-000-0000.

We also encourage you to submit your claim electronically. Not only is it easier and more secure, but it is completely free and takes only minutes!

## REMAINING IN THE SETTLEMENT

### 10. What am I giving up if I stay in the class?

If the Settlement becomes final, you will give up your right to sue the Defendant for the claims being resolved by this Settlement. The specific claims you are giving up against the Defendant are described in the Settlement Agreement. You will be "releasing" the Defendant and certain related parties (collectively, the "Released Parties"), described in Sections 1.23 and 1.24 of the Settlement Agreement. Unless you exclude yourself (*see* Question 14), you are "releasing" the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the "court documents" link on the website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 12 for free by calling 1-415-354-3015, or you can, of course, talk to your own lawyer if you have questions about what this means.

**11. What happens if I do nothing at all?**

If you do nothing, you won't get any benefits from this Settlement. But, unless you exclude yourself, you won't be able to bring or participate in any other lawsuit against the Defendant for the claims being resolved by this Settlement.

**THE LAWYERS REPRESENTING YOU**

**12. Do I have a lawyer in the case?**

The Court has appointed lawyers at the firm Edelson PC to represent the Class. They are called "Class Counsel." They are experienced in handling similar class action cases. More information about these lawyers, their law firm, and their experience is available at [www.edelson.com](http://www.edelson.com). They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

The Court also appointed Plaintiffs Tony Dickey and Paul Palmer, who each purchased AMD's CPUs, as the Class Representatives.

**13. How will the lawyers be paid?**

Class Counsel attorneys' fees and costs will be paid from the Settlement Fund in an amount to be determined and awarded by the Court. The fee petition will seek no more than 30% of the Settlement Fund. The Court may award less than this amount. Under the settlement, any amount awarded to Class Counsel will be paid out of the Settlement Fund.

Subject to approval by the Court, each Class Representative will be paid up to \$7,500.00 from the Settlement Fund.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

**14. How do I get out of the settlement?**

To exclude yourself from the settlement, you must mail or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the *Dickey v. Advanced Micro Devices, Inc.*, No. 4:15-cv-04922 (N.D. Cal.) settlement. Your letter or request for exclusion must include your name and address, the model of the CPU that you purchased and a statement that you resided in California at the time of purchase or visited the AMD.com website prior to purchase, and your signature. You must mail your exclusion request no later than **[DATE]**, to:

*Dickey v. Advanced Micro Devices, Inc.* Settlement Administrator  
**ADDRESS**

**15. If I don't exclude myself, can I sue the Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims being resolved by this Settlement.

**16. If I exclude myself, can I get anything from this settlement?**

No. If you exclude yourself, you should not submit a Claim Form to ask for benefits because you won't receive any.

**OBJECTING TO THE SETTLEMENT**

**17. How do I object to the settlement?**

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement being proposed. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the final approval hearing, either in person or through your own attorney. If you appear

through your own attorney, you are responsible for hiring and paying that attorney. If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 21), you must say so in your letter or brief. All written objections and supporting papers must (a) clearly identify the case name and number *Dickey v. Advanced Micro Devices, Inc.*, No. 4:15-cv-04922 (N.D. Cal.), (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, Ronald V. Dellums Federal Building & United States Courthouse, 1301 Clay Street, Oakland, California 94612, or by filing them in person at any location of the United States District Court for the Northern District of California, (c) include your name and address, (d) an explanation of the basis upon which you claim to be a Class Member (including the model of the CPU that you purchased and a statement that you resided in California at the time of purchase or visited AMD.com prior to purchase), (e) all grounds for the objection, including all citations to legal authority and evidence supporting the objection, (f) the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature, and (g) be filed or postmarked on or before [DATE].

Class Counsel will file with the Court and post on this website its request for attorneys' fees by [two weeks prior to objection deadline].

#### **18. What's the difference between objecting and excluding myself from the settlement?**

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

### **THE COURT'S FINAL APPROVAL HEARING**

#### **19. When and where will the court decide whether to approve the settlement?**

The court will hold the final approval hearing on [date] in courtroom 2 at the Ronald V. Dellums Federal Building & United States Courthouse, 1301 Clay Street, Oakland, California 94612. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for an incentive award to the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check [www.amdcpusettlement.com](http://www.amdcpusettlement.com) or call 1-800-000-0000 to confirm the hearing date. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the final approval hearing, you will receive notice of any change in the date of such final approval hearing.

#### **20. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

#### **21. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *Dickey v. Advanced Micro Devices, Inc.*, No. 4:15-cv-04922 (N.D. Cal.). It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than [objection deadline].

**GETTING MORE INFORMATION**

**22. Where do I get more information?**

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [www.amdcpusettlement.com](http://www.amdcpusettlement.com). You can also get information about this case by accessing the Court docket, for a fee, through the Court's Public Access to Court Electronic (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, Oakland Courthouse, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You may also write with questions to *Dickey v. Advanced Micro Devices, Inc.* Settlement Administrator, [ADDRESS]. And you can call the *Dickey v. Advanced Micro Devices, Inc.* Class Action Administrator at [PHONE] or Class Counsel at 1-415-212-9300, if you have any questions. Before doing so, however, please read this full Notice carefully.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. All questions regarding the Settlement or claims process should be directed to the Settlement Administrator or to Class Counsel.

# **Exhibit E**

1  
2  
3 **UNITED STATES DISTRICT COURT**  
4 **NORTHERN DISTRICT OF CALIFORNIA**  
5 **OAKLAND DIVISION**

6 TONY DICKEY AND PAUL PARMER,  
7 individually and on behalf of all others  
8 similarly situated,

Case No. 4:15-cv-04922-HSG  
Hon. Haywood S. Gilliam, Jr.

9 *Plaintiffs,*

10 v.

11 ADVANCED MICRO DEVICES, INC., a  
12 Delaware corporation,

*Defendant.*

13 **STIPULATED UNDERTAKING RE: ATTORNEYS' FEES AND COSTS**

14 Defendant Advanced Micro Devices, Inc, (“AMD”), and Plaintiffs Tony Dickey and Paul  
15 Parmer (“Plaintiffs”) (collectively, “the Parties”), by and through and including their  
16 undersigned counsel, stipulate and agree as follows:

17 WHEREAS, Class Counsel and their law firm Edelson PC (collectively “Edelson PC”)   
18 desire to give an undertaking (the “Undertaking”) for repayment of any award of attorneys’ fees  
19 and costs approved by the Court;

20 WHEREAS, the Parties agree that this Undertaking is in the interests of all Parties and in  
21 service of judicial economy and efficiency;

22 **NOW, THEREFORE**, the undersigned Class Counsel, on behalf of themselves and as  
23 an agents of their law firm, Edelson PC, by making this Undertaking, hereby submit themselves  
24 and their law firm, Edelson PC, and its shareholders, members, and/or partners, to the  
25 jurisdiction of the United States District Court for the Northern District of California (“the  
26 Court”) for the purpose of enforcing the provisions of this Undertaking and any and all disputes  
27  
28

1 relating to or arising out of the reimbursement obligation set forth herein and in the Settlement  
2 Agreement. Capitalized terms used herein without definition have the meanings given to them in  
3 the Settlement Agreement. In the event that the Final Settlement Order and Judgment is vacated,  
4 overturned, reversed, or rendered void as a result of an appeal, or the Settlement Agreement is  
5 voided, rescinded, or otherwise terminated for any other reason, in whole or in part, Class  
6 Counsel shall, within thirty (30) days repay to Defendant the full amount of the attorneys' fees  
7 and costs paid by Defendant to Class Counsel.

8 In the event the attorney fees and costs awarded by the Court or any part of them are  
9 vacated, modified, reversed, or rendered void as a result of an appeal, Class Counsel shall within  
10 thirty (30) days repay to Defendant the attorneys' fees and costs paid by Defendant to Class  
11 Counsel and/or the Class Representative in the amount vacated or modified.

12 This Undertaking and all obligations set forth herein shall expire upon finality of all  
13 direct appeals of the Final Settlement Order and Judgment.

14 In the event Class Counsel fails to repay to Defendant any of the attorneys' fees and costs  
15 that are owed to it pursuant to this Undertaking, the Court shall, upon application of Defendant,  
16 and notice to Class Counsel and Edelson PC, summarily issue orders, including but not limited to  
17 judgments and attachment orders against each of Class Counsel and Edelson PC for the full  
18 amount of the attorney's fees and costs plus any additional attorney's fees or costs incurred by  
19 Defendant in connection with the litigation or enforcement of this Undertaking, and may make  
20 appropriate findings for sanctions for contempt of court.

21 The undersigned stipulates, warrants, and represents that he has both actual and apparent  
22 authority to enter into this stipulation, agreement, and undertaking on behalf of Edelson PC.

23 This Undertaking may be executed in one or more counterparts, each of which shall be  
24 deemed an original but all of which together shall constitute one and the same instrument.  
25 Signatures by facsimile or electronic signature shall be deemed the same as original signatures.

26 The undersigned declare under penalty of perjury under the laws of the United States that  
27 they have read and understand the foregoing and that it is true and correct.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

Dated: August 9, 2019

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By:  /s/

*On behalf of themselves and Edelson PC  
Attorneys for Plaintiff and the Class*

Dated: August 9, 2019

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By:  /s/

*Attorneys for Defendant  
ADVANCED MICRO DEVICES, INC.*