

EXHIBIT A

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

Jerry Johnson, Jesse Perry, Yolanda Weir, Karen White, Todd Salisbury, Peter Hitt, Patricia Collier, and Verlin Laine, as representatives of the class and on behalf of Fujitsu Group Defined Contribution and 401(k) Plan,

Plaintiffs,

v.

Fujitsu Technology and Business of America, Inc., itself and as successor in interest to Fujitsu Management Services of America, Inc., the Fujitsu Group Defined Contribution and 401(k) Plan Administrative Committee, the Fujitsu Group Defined Contribution and 401(k) Plan Investment Committee, Shepherd Kaplan LLC, Pete Apor, Belinda Bellamy, Sunita Bicchieri, and John Does 1-30,

Defendants.

Case No. 5:16-cv-03698 NC

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement Agreement”) is entered into between and among the Class Representatives, all Class Members, and the Defendants, as defined herein.

1. Article 1 – Recitals

1.1 On June 30, 2016, Plaintiffs Jerry Johnson, Jesse Perry, Yolanda Weir, Karen White, Todd Salisbury, Peter Hitt, Patricia Collier, and Verlin Laine (collectively, the “Plaintiffs”), all of whom are participants or former participants in a defined contribution 401(k) retirement plan known as the Fujitsu Group Defined Contribution and 401(k) Plan (“the Plan”), filed a Complaint (Case No. 5:16-cv-03698-NC) against Defendants Fujitsu Technology and Business of America, Inc., itself and as successor in interest to Fujitsu Management Services of America, Inc., the Fujitsu Group Defined Contribution and 401(k) Plan Administrative Committee, the Fujitsu Group Defined Contribution and 401(k) Plan Investment Committee, Shepherd Kaplan LLC, Pete Apor, Belinda Bellamy, Sunita Bicchieri, and John Does 1-30 (collectively, the “Defendants”) (Plaintiffs and Defendants are referred to as the “Parties”) in the United States District Court for the Northern District of California, as representatives of a putative class asserting various claims of breaches of fiduciary duty and seeking relief under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). Fujitsu Technology and Business of America, Inc., Fujitsu Management Services of America, Inc., the Fujitsu Group Defined Contribution and

401(k) Plan Administrative Committee, the Fujitsu Group Defined Contribution and 401(k) Investment Committee, Pete Apor, Belinda Bellamy and Sunita Bicchieri shall be referred to collectively and severally as the “Fujitsu Defendants.”

- 1.2 On September 30, 2016, the Defendants filed motions to dismiss the Complaint. In response, the Plaintiffs filed an Amended Complaint on November 7, 2016, and the Defendants subsequently filed motions to dismiss the Amended Complaint. While those motions to dismiss were pending, the Parties exchanged written discovery, including substantive document productions, and also engaged in private mediation with the Mediator on March 20, 2017, but were unable to reach a settlement at that time.
- 1.3 On April 11, 2017, the Court issued an order denying the Defendants’ motions to dismiss the Amended Complaint. The Parties subsequently exchanged additional written discovery and agreed to conduct a second mediation session on September 28, 2017. After extensive arm’s length negotiations supervised by the Mediator, the Parties reached a settlement. The terms of the Parties’ settlement are memorialized in this Settlement Agreement.
- 1.4 The Class Representatives and Class Counsel consider it desirable and in the Class Members’ best interests that the claims against Defendants be settled on behalf of the Class Representatives and the Class upon the terms set forth below, and they have concluded that such terms are fair, reasonable, and adequate and that this settlement will result in significant benefits to the Class.
- 1.5 Defendants admit no wrongdoing or liability with respect to any of the allegations or claims in the Complaint or Amended Complaint, any wrongdoing or liability being expressly denied by Defendants and each of them. This Settlement Agreement, and the discussions between the Settling Parties preceding it, shall in no event constitute, be construed as, or be deemed evidence of, an admission or concession of fault or liability of any kind by any of the Defendants.
- 1.6 The Settling Parties have concluded that it is desirable that this matter be finally settled upon the terms and conditions set forth in this Settlement Agreement.
- 1.7 Therefore, the Settling Parties, in consideration of the promises, covenants, and agreements herein described, acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, do hereby mutually agree to the terms of this Settlement Agreement.

2. **Article 2 – Definitions**

As used in this Settlement Agreement and the Exhibits hereto (as listed in Paragraph 13.14), unless otherwise defined, the following terms have the meanings specified below:

- 2.1** “Action” or “Class Action” means *Jerry Johnson, et al. v. Fujitsu Technology and Business of America, Inc., et al.*, Case No. 5:16-cv-03698-NC in the United States District Court for the Northern District of California.
- 2.2** “Administrative Expenses” means expenses incurred in the administration of this Settlement Agreement, including (a) all fees, expenses, and costs associated with providing the Settlement Notices to the Class; (b) related tax expenses (including taxes and tax expenses as described in Paragraph 5.3); (c) all expenses and costs associated with the calculations pursuant to the Plan of Allocation; and (d) all fees and expenses of the Settlement Administrator, Independent Fiduciary, and Escrow Agent. Excluded from Administrative Expenses are Defendants’ internal expenses and the Settling Parties’ respective legal expenses.
- 2.3** “Active Account” means an individual investment account in the Plan with a balance greater than \$0.
- 2.4** “Alternate Payee” means a person other than a participant or Beneficiary in the Plan who is entitled to a benefit under the Plan as a result of a Qualified Domestic Relations Order (“QDRO”), as defined in 29 U.S.C. § 1056(d)(3)(K), where the QDRO relates to a participant’s balance during the Class Period.
- 2.5** “Attorneys’ Fees and Costs” means the amount awarded by the Court as compensation for the services provided by Class Counsel and reimbursement of costs and expenses advanced and carried by Class Counsel. Class Counsel will seek not more than 25% of the Gross Settlement Amount as compensation for services provided, plus reasonable litigation costs and expenses and Administrative Expenses, all of which shall be recovered from the Gross Settlement Amount, to the extent approved by the Court.
- 2.6** “Authorized Former Participant” means a Former Participant who has submitted a completed, satisfactory Former Participant Claim Form by the Claims Deadline set by the Court in the Preliminary Approval Order and whose Former Participant Claim Form is accepted by the Settlement Administrator.
- 2.7** “Beneficiary” means a person who is entitled to receive a benefit under the Plan that is derivative of a deceased Current Participant’s or Former Participant’s interest in the Plan, other than an Alternate Payee. A Beneficiary includes, but is not limited to, a spouse, surviving spouse, domestic partner, child or other individual or trust designated by the Current Participant or Former Participant or determined under the terms of the Plan who currently is entitled to a benefit.
- 2.8** “CAFA” means the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1711–1715.
- 2.9** “Claims Deadline” means a date that is no later than twenty-one (21) calendar days before the Fairness Hearing.
- 2.10** “Class Counsel” means Nichols Kaster, PLLP, 4600 IDS Center, 80 S. 8th Street, Minneapolis, MN 55402.

- 2.11** “Class Member” means each and every individual in the Settlement Class.
- 2.12** “Class Period” means the period from June 30, 2010 through September 30, 2017.
- 2.13** “Class Representatives” means Jerry Johnson, Jesse Perry, Yolanda Weir, Karen White, Todd Salisbury, Peter Hitt, Patricia Collier, and Verlin Laine.
- 2.14** “Class Representatives’ Compensation” means an amount to be determined by the Court, but not to exceed \$7,500 for each Class Representative, which shall be paid from the Gross Settlement Amount.
- 2.15** “Court” means the United States District Court for the Northern District of California.
- 2.16** “Court of Appeals” means the United States Court of Appeals for the Ninth Circuit.
- 2.17** “Current Participant” means a person who has an Active Account in the Plan as of the date the Motion for Preliminary Approval of the Settlement is filed.
- 2.18** “Defendants” means Fujitsu Technology and Business of America, Inc., itself and as successor in interest to Fujitsu Management Services of America, Inc., the Fujitsu Group Defined Contribution and 401(k) Plan Administrative Committee, the Fujitsu Group Defined Contribution and 401(k) Plan Investment Committee, Shepherd Kaplan LLC, Pete Apor, Belinda Bellamy, Sunita Bicchieri, and John Does 1-30.
- 2.19** “Defense Counsel” means Orrick, Herrington & Sutcliffe LLP, and Morgan, Lewis & Bockius LLP.
- 2.20** “Effective Approval Order” means the Final Approval Order once it becomes Effective.
- 2.21** “Effective” means with respect to any judicial ruling, order, or judgment that the period for any motions for reconsideration, motions for rehearing, appeals, petitions for certiorari, or the like (“Review Proceeding”) has expired without the initiation of a Review Proceeding, or, if a Review Proceeding has been initiated, that it has been fully and finally resolved, either by court action or by voluntary action of any party, without any possibility of a reversal, vacatur, or modification of any judicial ruling, order, or judgment, including the exhaustion of all proceedings in any remand or subsequent appeal and remand. The Settling Parties agree that absent an appeal or other attempted review proceeding, the Final Approval Order becomes Effective thirty-three (33) calendar days after its entry.
- 2.22** “Escrow Agent” means Alerus, or another entity agreed to by the Settling Parties.
- 2.23** “Fairness Hearing” means the hearing scheduled by the Court to consider (a) any objections from Class Members to the Settlement Agreement, (b) Class Counsel’s request for Attorneys’ Fees and Costs and the Class Representatives’ request for Class Representatives’ Compensation, and (c) whether to finally approve the Settlement pursuant to Fed. R. Civ. P. 23.

- 2.24** “Final Approval Order” means the entry of the order and final judgment approving the Settlement Agreement, implementing the terms of this Settlement Agreement, and dismissing the Action with prejudice, to be proposed by the Settling Parties for approval by the Court, in substantially the form attached as Exhibit 5 hereto.
- 2.25** “Former Participant” means a person who had an account in the Plan during the Class Period and who does not have an Active Account in the Plan as of the date the Motion for Preliminary Approval of the Settlement is filed.
- 2.26** “Former Participant Claim Form” means the form described generally in Paragraph 3.3.2 and substantially in the form attached as Exhibit 1.
- 2.27** “Fujitsu” means Defendant Fujitsu Technology and Business of America, Inc.
- 2.28** “Gross Settlement Amount” means the sum of fourteen million dollars (\$14,000,000), contributed to the Qualified Settlement Fund pursuant to Article 5. The Gross Settlement Amount shall be the full and sole monetary payment to the Settlement Class, Plaintiffs, and Class Counsel made on behalf of Defendants in connection with the Settlement effectuated through this Settlement Agreement.
- 2.29** “Independent Fiduciary” means the person or entity selected by the Fujitsu Defendants to serve as an independent fiduciary to the Plan with respect to the Settlement Agreement as defined in Article 3 herein.
- 2.30** “Mediator” means Hunter Hughes, Hunter ADR, 1075 Peachtree Street NW, suite 2550, Atlanta, Georgia 30309, or if he is unavailable, another mediator mutually agreed upon by the Settling Parties.
- 2.31** “Net Settlement Amount” means the Gross Settlement Amount minus: (a) all Attorneys’ Fees and Costs paid to Class Counsel; (b) all Class Representatives’ Compensation; and (c) all Administrative Expenses (and any contingency reserve for Administrative Expenses) approved by the Court.
- 2.32** “Plaintiffs” means the Class Representatives and the Class Members.
- 2.33** “Plan” means the Fujitsu Group Defined Contribution and 401(k) Plan.
- 2.34** “Plan of Allocation” means the methodology for allocating and distributing the Net Settlement Amount pursuant to Article 6 herein.
- 2.35** “Preliminary Approval Order” means the order proposed by the Settling Parties and approved by the Court in connection with the Motion for Preliminary Approval of the Settlement to be filed by the Class Representatives through Class Counsel, as described in Paragraph 3.2 and in substantially the form attached hereto as Exhibit 2.
- 2.36** “Qualified Settlement Fund” or “Settlement Fund” means the interest-bearing, settlement fund account to be established and maintained by the Escrow Agent pursuant to Article 5

herein and referred to as the Qualified Settlement Fund within the meaning of Treas. Reg. § 1.468B-1.

- 2.37** “Released Parties” means (a) each Defendant, (b) each Defendant’s past, present, and future parent corporation(s), and (c) each Defendant’s past, present, and future affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, and assigns, (d) with respect to (a) through (c) above, all of their affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, assigns, employee benefit plan fiduciaries (with the exception of the Independent Fiduciary), administrators, service providers (including their owners and employees), consultants, subcontractors, boards of trustees, boards of directors, officers, trustees, directors, partners, agents, managers, members, employees, independent contractors, representatives, attorneys, administrators, fiduciaries, insurers, co-insurers, reinsurers, accountants, auditors, advisors, consultants, personal representatives, spouses, heirs, executors, administrators, associates, members of their immediate families, and all persons acting under, by, through, or in concert with any of them, and (e) the Plan and any and all administrators, fiduciaries, parties in interest, and trustees of the Plan.
- 2.38** “Released Claims” means any and all actual or potential claims, actions, demands, rights, obligations, liabilities, damages, attorneys’ fees, expenses, costs, interest, and causes of action, including both known and unknown claims, based on facts existing as of the date of the Preliminary Approval Order against any of the Released Parties:
- a. That were asserted or could have been asserted in the Action under Subchapter I, Subtitle B, Part 4 of the Employee Retirement Security Act of 1974, as amended, or that did or could arise out of, relate to or have been connected with the conduct alleged in the Complaint or Amended Complaint;
 - b. That would be barred by *res judicata* based on entry by the Court of the Final Approval Order;
 - c. That relate to the direction to calculate, the calculation of, and/or the method or manner of allocation of the Net Settlement Amount pursuant to the Plan of Allocation; or
 - d. That relate to the approval by the Independent Fiduciary of the Settlement Agreement, unless brought against the Independent Fiduciary alone.
- 2.39** “Settlement” or “Settlement Agreement” refers to the agreement embodied in this agreement and its exhibits.
- 2.40** “Settlement Administrator” means Analytics Consulting, LLC, an independent contractor to be retained by Class Counsel and approved by the Court.
- 2.41** “Settlement Agreement Execution Date” means that date on which the final signature is affixed to this Settlement Agreement.

- 2.42** “Settlement Class” means all participants and beneficiaries of the Fujitsu Group Defined Contribution and 401(k) Plan at any time on or after June 30, 2010 through September 30, 2017, including any Beneficiary of a deceased person who was a Participant in the Plan at any time during the Class Period, and any Alternate Payees, in the case of a person subject to a Qualified Domestic Relations Order who was a Participant in the Plan at any time during the Class Period. Excluded from this class are Defendants, their directors, and any employees with fiduciary responsibility for the Plan’s investment or administrative functions.
- 2.43** “Settlement Effective Date” means the date on which the Final Approval Order becomes Effective, provided that by such date the Settlement has not been terminated pursuant to Article 11.
- 2.44** “Settlement Notice” means the Notices of Class Action Settlement and Fairness Hearing to be mailed by first class mail by the Settlement Administrator to Class Members following the Court’s issuance of the Preliminary Approval Order, in substantially the form attached hereto as Exhibits 3 and 4, including the Notice of Class Action Settlement and Fairness Hearing to Current Participants, and the Notice of Class Action Settlement and Fairness Hearing to Former Participants, respectively. The Settlement Notice shall inform Class Members of all information required by Rule of Civil Procedure 23 and due process, including the Fairness Hearing to be held before the Court, on a date to be determined by the Court, at which any Class Member satisfying the conditions set forth in the Preliminary Approval Order and the Settlement Notice may be heard regarding: (a) the terms of the Settlement Agreement; (b) Class Counsel’s request for award of Attorneys’ Fees and Costs; (c) payment of Administrative Expenses and any reserve for Administrative Expenses; and (d) any requested Class Representatives’ Compensation. The Settlement Notice also shall inform Former Participants of the Claims Deadline by which they must submit a completed Former Participant Claim Form to the Settlement Administrator in order to be eligible for a distribution pursuant to the Plan of Allocation.
- 2.45** “Settlement Period” shall be from the Settlement Effective Date and continuing for a period of one year thereafter.
- 2.46** “Settlement Website” means the internet website established pursuant to Paragraph 3.4.
- 2.47** “Settling Parties” means the Defendants and the Class Representatives, on behalf of themselves and each of the Class Members.

3. Article 3 – Review and Approval by Independent Fiduciary, Preliminary Settlement Approval, and Notice to the Class

3.1 The Independent Fiduciary retained by Fujitsu shall have the following responsibilities on behalf of the Plans including whether to approve and authorize the settlement of Released Claims on behalf of the Plans.

3.1.1 The Independent Fiduciary shall comply with all relevant conditions set forth in Prohibited Transaction Class Exemption 2003-39, “Release of Claims and Extensions of Credit in Connection with Litigation,” issued December 31, 2003,

by the United States Department of Labor, 68 Fed. Reg. 75,632, as amended (“PTE 2003-39”) in making its determination, for the purpose of Defendants’ reliance on PTE 2003-39.

- 3.1.2** The Independent Fiduciary shall notify Defendants of its determination in writing and in accordance with PTE 2003-39, which notification shall be delivered no later than thirty (30) calendar days before the Fairness Hearing.
 - 3.1.3** All fees and expenses associated with the Independent Fiduciary’s determination and performance of its other obligations in connection with the Settlement will constitute Administrative Expenses to be deducted from the Gross Settlement Amount.
 - 3.1.4** Defendants, Defense Counsel, and Class Counsel shall provide the Independent Fiduciary with sufficient information so that the Independent Fiduciary can review and evaluate the Settlement Agreement.
- 3.2** Following the Settlement Agreement Execution Date, and no later than December 6, 2017, the Class Representatives, through Class Counsel, shall file with the Court motions seeking preliminary approval of this Settlement Agreement, class certification for settlement purposes only, and for entry of the Preliminary Approval Order in substantially the form attached hereto as Exhibit 2. The Preliminary Approval Order to be presented to the Court, as to the Action, shall, among other things:
- 3.2.1** Grant the motion to certify the class for settlement purposes only;
 - 3.2.2** Approve the text of the Settlement Notices for mailing to Class Members and the Former Participant Claim Form for mailing to Former Participants;
 - 3.2.3** Cause the Settlement Administrator to mail by first class mail the Settlement Notice to each Class Member and the Former Participant Claim Form to each Former Participant;
 - 3.2.4** Determine that pursuant to Rules 23(c)(2) and (e) of the Federal Rules of Civil Procedure, mailing the Settlement Notices constitutes the best notice practicable under the circumstances, provides due and sufficient notice of the Fairness Hearing and of the rights of all Class Members, and complies fully with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and any other applicable law;
 - 3.2.5** Preliminarily enjoin each Class Member and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns, from suing Defendants, the Plan, or the Released Parties in any action or proceeding alleging any of the Released Claims;
 - 3.2.6** Provide that, pending final determination of whether the Settlement Agreement should be approved, no Class Member may directly, through representatives, or in

any other capacity, commence any action or proceeding in any court or tribunal asserting any of the Released Claims against the Defendants, the Released Parties, or the Plan;

- 3.2.7 Set the Fairness Hearing for no sooner than one hundred thirty (130) calendar days after the date the Motion for Preliminary Approval of the Settlement is filed, in order to determine whether (i) the Court should approve the Settlement as fair, reasonable, and adequate, (ii) the Court should enter the Final Approval Order, and (iii) the Court should approve the application for Attorneys' Fees and Costs, Class Representatives' Compensation, Administrative Expenses incurred to date, and any reserve for anticipated future Administrative Expenses;
 - 3.2.8 Provide that any objections to any aspect of the Settlement Agreement shall be heard, and any papers submitted in support of said objections shall be considered, by the Court at the Fairness Hearing if they have been filed validly with the Clerk of the Court and copies provided to Class Counsel and Defense Counsel. To be filed validly, the objection and any supporting documents must be filed at least twenty-eight (28) days prior to the scheduled Fairness Hearing. Any person wishing to speak at the Fairness Hearing shall file and serve a notice of intent to appear within the time limitation set forth above;
 - 3.2.9 Approve the form of CAFA notices attached as Exhibit 6 and order that upon mailing of the CAFA notices, Defendants shall have fulfilled their obligations under CAFA.
 - 3.2.10 Provide that any party may file with the Court a response to an objection by a Class Member at least fourteen (14) days before the Fairness Hearing;
 - 3.2.11 Set a deadline of no later than twenty-one (21) days before the date of the Fairness Hearing by which each Former Participant must file a Former Participant Claim Form with the Settlement Administrator in order to be considered for a distribution pursuant to the Plan of Allocation; and
 - 3.2.12 Provide that the Fairness Hearing may, without further direct notice to the Class Members, other than by notice to Class Counsel, be adjourned or continued by order of the Court.
- 3.3** By the date and in the manner set by the Court in the Preliminary Approval Order, and unless otherwise set forth below, the Settlement Administrator shall:
- 3.3.1 Cause to be mailed to each Class Member a Settlement Notice in the form and manner to be approved by the Court, which shall be in substantially the form attached hereto as Exhibits 3 and 4, to Current Participants and Former Participants, respectively, or a form subsequently agreed to by the Settling Parties and the Court. The Settlement Notice shall be sent by first-class mail, postage prepaid, to the last known address of each Class Member provided by Fujitsu or its designee, unless an updated address is obtained by the Settlement Administrator through its efforts to verify the last known addresses provided by

Fujitsu or its designee. The Settlement Administrator also shall post a copy of the Settlement Notice on the Settlement Website. The Settlement Administrator shall use commercially reasonable efforts to locate any Class Member whose Settlement Notice is returned and re-mail such Settlement Notice one additional time if an updated location is identified.

- 3.3.2 Cause the Former Participant Claim Form, which shall be in substantially the form attached as Exhibit 1, or a form subsequently agreed to by the Settling Parties and the Court, to be included with the Settlement Notice that is mailed to the Former Participants.
- 3.4 The Settlement Administrator shall establish a Settlement Website on which it will post the following documents or links to the following documents: the Amended Complaint, Settlement Agreement and its Exhibits, Settlement Notices, Former Participants Claim Form, the motions for preliminary approval and final approval (when filed); the Motion for Attorneys' Fees and Costs and Class Representatives' Compensation, and Administrative Expenses (when filed); any approval order or other Court orders related to the Settlement, any amendments or revisions to these documents, and any other documents or information mutually agreed upon by the Settling Parties ("Settlement Website Information"). No other information or documents (other than the date, time, and location of the Fairness hearing and the toll-free number for the call center described in Paragraph 3.5) will be posted on the Settlement Website unless agreed to in advance by the Settling Parties in writing. The Settlement Administrator will take down the Settlement Website ninety (90) calendar days after the receipt of the affidavit(s) referenced in Paragraph 6.8.
- 3.5 On or before the date that the Settlement Notices are mailed, the Settlement Administrator also shall arrange for a toll-free telephone call center facility to be active during the period of time that the Settlement Website is active. The toll-free telephone call facility will employ an interactive voice response system ("IVR system") to answer calls, and will provide callers the option of speaking with a live operator if necessary.
- 3.6 Fujitsu or its designee(s) will provide the Settlement Administrator with all information necessary to send the Settlement Notices no later than ten (10) business days before the notices are to be distributed.
- 3.7 Defendants shall have no responsibility for providing distribution of the Settlement or any notice of the Settlement to Class Members or for paying the cost of providing notice of the Settlement to Class Members other than through the Qualified Settlement Fund.

4. Article 4 – Final Settlement Approval

- 4.1 No later than fourteen (14) days before the Fairness Hearing, Class Counsel shall submit to the Court a motion for entry of the Final Approval Order (Exhibit 5), which shall request approval by the Court of the terms of this Settlement Agreement and entry of the Final Approval Order in accordance with this Settlement Agreement. The Final Approval Order as proposed by the Settling Parties shall provide for the following, among other things, as

is necessary to carry out the Settlement consistent with applicable law and governing Plan documents:

- 4.1.1 For approval of the settlement covered by this Settlement Agreement, adjudging the terms of the Settlement Agreement to be fair, reasonable, and adequate to the Plan and the Class Members and directing the Settling Parties to take the necessary steps to effectuate the terms of the Settlement Agreement;
- 4.1.2 For a determination pursuant to Rules 23(c)(2) and (e) of the Federal Rules of Civil Procedure that mailing the Settlement Notices constituted the best notice practicable under the circumstances and that due and sufficient notice of the Fairness Hearing and the rights of all Class Members was provided, consistent with the Federal Rules of Civil Procedure and the requirements of due process under the United States Constitution;
- 4.1.3 For dismissal with prejudice of the Action and all Released Claims asserted therein, whether asserted by the Class Representatives on their own behalf or on behalf of the Class Members, or derivatively to secure relief for the Plan, without costs to any of the Settling Parties other than as provided for in this Settlement Agreement;
- 4.1.4 That each Class Member and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns, shall be (i) conclusively deemed to have, and by operation of the Effective Approval Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged Defendants, the Plan, and the Released Parties from all Released Claims, and (ii) barred and enjoined from suing Defendants, the Plan, or the Released Parties in any action or proceeding alleging any of the Released Claims, even if any Class Member may thereafter discover facts in addition to or different from those which the Class Member or Class Counsel now know or believe to be true with respect to the Action and the Released Claims, whether or not such Class Member has executed and delivered a Former Participant Claim Form, whether or not such Class Member has filed an objection to the Settlement, and whether or not the objections or claims for distribution of any such Class Member has been approved or allowed;
- 4.1.5 That the Plan and each Class Member (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns) on behalf of the Plan shall be (i) conclusively deemed to have, and by operation of the Effective Approval Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged Defendants and the Released Parties from all Released Claims, and (ii) barred and enjoined from suing Defendants or the Released Parties in any action or proceeding alleging any of the Released Claims, even if the Plan or any Class Member on behalf of the Plan may thereafter discover facts in addition to or different from those which the Plan or any Class

Member now knows or believes to be true with respect to the Action and the Released Claims;

- 4.1.6 That each Class Member shall release Defendants, Defense Counsel, Class Counsel, the Released Parties, and the Plan from any claims, liabilities, and attorneys' fees and expenses arising from the allocation of the Gross Settlement Amount or Net Settlement Amount, or arising from any act or omission of the Settlement Administrator or the Independent Fiduciary, and for all tax liability and associated penalties and interest as well as related attorneys' fees and expenses;
 - 4.1.7 That all applicable CAFA requirements have been satisfied;
 - 4.1.8 That the Settlement Administrator shall have final authority to determine the share of the Net Settlement Amount to be allocated to each Current Participant and each Authorized Former Participant pursuant to the Plan of Allocation approved by the Court;
 - 4.1.9 That, with respect to payments or distributions to Authorized Former Participants, all questions not resolved by the Settlement Agreement shall be resolved by the Settlement Administrator in its sole and exclusive discretion;
 - 4.1.10 That within twenty-one (21) calendar days following the issuance of all settlement payments to Class Members as provided by the Plan of Allocation approved by the Court, the Settlement Administrator shall prepare and provide to Class Counsel and Defense Counsel a list of each person who received a settlement payment or contribution from the Qualified Settlement Fund and the amount of such payment or contribution; and
 - 4.1.11 That the Court shall retain jurisdiction to enforce and interpret the Settlement Agreement. Such retention of jurisdiction shall not affect the finality of the Court's judgment.
- 4.2** The Final Approval Order and judgment entered by the Court approving the Settlement Agreement shall provide that upon becoming Effective, all Settling Parties, the Settlement Class, and the Plan shall be bound by the Settlement Agreement and by the Final Approval Order.
- 5. Article 5 – Establishment of Qualified Settlement Fund**
- 5.1** No later than ten (10) business days after entry of the Preliminary Approval Order, the Escrow Agent shall establish an escrow account. The Settling Parties agree that the escrow account is intended to be, and will be, an interest-bearing Qualified Settlement Fund within the meaning of Treas. Reg. § 1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph 5.1, including the "relation-back election" (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow

Agent to prepare and deliver, in a timely and proper manner, the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

- 5.2** For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow Agent. The Escrow Agent, or the Settlement Administrator on its behalf, shall timely and properly cause to be filed all informational and other tax returns necessary or advisable with respect to the Gross Settlement Amount (including without limitation applying for a Taxpayer Identification Number for the Fund and filing the returns described in Treas. Reg. § 1.468B-2(k)). Such returns as well as the election described in Paragraph 5.1 shall be consistent with this Article 5 and, in all events, shall reflect that all taxes (as defined in Paragraph 5.3 below) (including any estimated taxes, interest, or penalties) on the income earned by the Gross Settlement Amount shall be deducted and paid from the Gross Settlement Amount as provided in Paragraph 5.3 hereof.
- 5.3** Taxes and tax expenses are Administrative Expenses to be deducted and paid from the Gross Settlement Amount, including but not limited to: (1) all taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Gross Settlement Amount, including any taxes or tax detriments that may be imposed upon Defendants or Defense Counsel with respect to any income earned by the Gross Settlement Amount for any period during which the Gross Settlement Amount does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (2) all tax expenses and costs incurred in connection with the operation and implementation of this Article 5 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Article 5). Such taxes and tax expenses shall be Administrative Expenses and shall be paid timely by the Escrow Agent out of the Gross Settlement Amount without prior order from the Court. The Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any Class Member any funds necessary to pay such amounts, including the establishment of adequate reserves for any taxes and tax expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)); neither Defendants, Defense Counsel, nor Class Counsel are responsible nor shall they have any liability therefor. The Settling Parties agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Article 5.
- 5.4** Within twenty (20) business days after the later of (a) the date the Preliminary Approval Order is entered, or (b) the escrow account described in Paragraph 5.1 is established and the Escrow Agent shall have furnished to Defendants in writing the escrow account name, IRS W-9 Form, and all necessary wiring instructions, the Gross Settlement Amount of fourteen million dollars (\$14,000,000) will be paid from an escrow account arranged by Orrick, Herrington & Sutcliffe LLP, or as the parties may otherwise agree, into the Qualified Settlement Fund.
- 5.5** The Escrow Agent shall, at the written direction of Class Counsel, invest the Qualified Settlement Fund in short-term United States Agency or Treasury Securities or other instruments backed by the Full Faith and Credit of the United States Government or an

Agency thereof, or fully insured by the United States Government or an Agency thereof, and shall reinvest the proceeds of these investments as they mature in similar instruments at their then-current market rates.

5.6 The Escrow Agent shall not disburse the Qualified Settlement Fund or any portion except as provided in this Settlement Agreement, in an order of the Court, or in a subsequent written stipulation between Class Counsel and Defense Counsel. Subject to the orders of the Court, the Escrow Agent is authorized to execute such transactions as are consistent with the terms of this Settlement Agreement.

5.7 Within one-hundred twenty (120) calendar days after the Settlement Effective Date, the Gross Settlement Amount will be distributed from the Qualified Settlement Fund as follows: (a) first, all Attorneys' Fees and Costs shall be paid to Class Counsel within five (5) business days after the Settlement Effective Date; (b) second, any Administrative Expenses incurred through the Settlement Effective Date shall be paid within five (5) business days after the Settlement Effective Date; (c) third, any Class Representatives' Compensation ordered by the Court shall be paid within five (5) business days after the Settlement Effective Date; (d) fourth, a contingency reserve not to exceed an amount to be mutually agreed upon by the Settling Parties and approved by the Court shall be set aside by the Settlement Administrator for additional Administrative Expenses incurred or anticipated after the Settlement Effective Date; and (e) fifth, the Net Settlement Amount will be distributed pursuant to the Plan of Allocation. Pending final distribution of the Net Settlement Amount in accordance with the Plan of Allocation, the Escrow Agent will maintain the Qualified Settlement Fund.

5.8 The Escrow Agent, or the Settlement Administrator on its behalf, shall be responsible for making provision for the payment from the Qualified Settlement Fund of all taxes and tax expenses, if any, owed with respect to the Qualified Settlement Fund and for all tax reporting, remittance, and/or withholding obligations, if any, for amounts distributed from it. Defendants, Defense Counsel, and/or Class Counsel have no responsibility or any liability for any taxes or tax expenses owed by, or any tax reporting or withholding obligations, if any, of the Qualified Settlement Fund.

5.9 No later than February 15 of the year following the calendar year in which Defendants, their insurers, or agents make a transfer to the Qualified Settlement Fund pursuant to the terms of this Article 5, Defendants, their insurers, or agents shall timely furnish a statement to the Escrow Agent, or the Settlement Administrator on its behalf, that complies with Treas. Reg. § 1.468B-3(e)(2), which may be a combined statement under Treas. Reg. § 1.468B3(e)(2)(ii), and shall attach a copy of the statement to their federal income tax returns, at the time of the filing thereof, filed for the taxable year in which Defendants, their insurers, or agents make a transfer to the Qualified Settlement Fund.

6. Article 6 – Plan of Allocation

6.1 After the Settlement Effective Date, the Settlement Administrator shall cause the Net Settlement Amount to be allocated and distributed to the Authorized Former Participants as set forth in Paragraph 6.6 below, and to the Plan for distribution to the accounts of

Current Participants as set forth in Paragraph 6.5 below, both in accordance with the Plan of Allocation set forth in this Article 6 and as ordered by the Court.

6.2 To be eligible for a distribution from the Net Settlement Amount, a person must be a Current Participant or an Authorized Former Participant, or a Beneficiary or Alternate Payee of such a person. Current Participants shall receive their settlement payments as contributions to their Plan account(s), as provided for in Paragraph 6.5 below. Authorized Former Participants shall receive their settlement payments in the form of tax-qualified rollovers to an individual retirement account or other eligible employer plan or in the form of checks, as provided in Paragraph 6.6 below.

6.3 Beneficiaries will receive settlement payments as described in this Article 6 in amounts corresponding to their entitlement as beneficiaries of the Current Participant or of the Authorized Former Participant with respect to which the payment is made. This includes settlement payments to Beneficiaries determined by the Participant's Plan account during the Class Period and/or by the Beneficiary's own Plan account during the Class Period if an account was created in the Plan for the Participant's Beneficiary. Alternate Payees will receive settlement payments if and to the extent they are entitled to receive a portion of a Current Participant's or Authorized Former Participant's allocation under this Article 6 pursuant to the terms of the applicable Qualified Domestic Relations Order. Beneficiaries and Alternate Payees with Active Accounts as of the date of the Motion for Preliminary Approval will receive payments by the method described in this Article 6 for Current Participants. Beneficiaries and Alternate Payees who do not have Active Accounts as of the date of the Motion for Preliminary Approval will receive payments by the method described in this Article 6 for Authorized Former Participants. The Settlement Administrator shall have sole and final discretion to determine the amounts to be paid to Beneficiaries and Alternate Payees in accordance with the Plan of Allocation set forth in this Article 6 and as ordered by the Court.

6.4 Calculation of Settlement Payments. Payments to Authorized Former Participants and Current Participants (including Beneficiaries and Alternate Payees, all collectively referred to as "Participants" for purposes of this Paragraph 6.4 and Paragraphs 6.5 and 6.6) shall be calculated by the Settlement Administrator pursuant to the Plan of Allocation as follows:

6.4.1 The Settlement Administrator shall determine a "Settlement Allocation Score" for each Participant by determining each Participant's aggregate quarter-ending account balance based on information supplied by Fujitsu (or its designee(s)) in spreadsheet format from the Plan's quarterly Participant-Balance-By-Fund Reports, and crediting 10 points for every dollar in the account at the end of each quarter from the beginning of the Class Period through the third quarter of 2016 and 1 point for every dollar in the account at the end of each quarter from the fourth quarter of 2016 until the end of the Class Period. The sum of all points credited to a Participant shall be that Participant's Settlement Allocation Score.

6.4.2 The Settlement Administrator shall determine the portion of the Net Settlement Amount to be allocated to each Participant by calculating each Participant's *pro rata* share based on his or her Settlement Allocation Score compared to the sum of

Settlement Allocation Scores for all Participants. If the dollar amount of the settlement payment to an Authorized Former Participant is calculated by the Settlement Administrator to be \$5.00 or less, then that Authorized Former Participant's payment or pro rata share shall be zero for all purposes, because such an amount is de minimis and would cost more in processing than its value. All such amounts shall be retained in the Qualified Settlement Fund for distribution under Paragraph 6.12.

6.4.3 Fujitsu (or its designee) shall provide the necessary data in spreadsheet format from the Plan's quarterly Participant-Balance-By-Fund Reports for the Class Period and such other documents and data subject to its control as may be reasonably necessary to enable the Settlement Administrator to perform the above calculations.

6.4.4 The Settlement Administrator shall utilize the calculations required to be performed herein for (a) making the required payments to Authorized Former Participants under Paragraphs 6.6 of the Settlement Agreement; and (b) instructing Defendants as to the amount of the Net Settlement Amount to be allocated to Current Participants under Paragraph 6.5 of the Settlement Agreement and calculating the total amount to deposit into each Current Participant's Active Account(s) to fulfill this instruction.

6.4.5 The total amount of all tax-qualified rollovers or checks to be written by the Settlement Administrator for Authorized Former Participants, plus the total amount of all allocations that Defendants are instructed to make to Current Participants may not exceed the Net Settlement Amount. Nothing in this Paragraph 6.4 is intended to modify the requirements of Paragraph 6.7 below. In the event that the Settlement Administrator determines that the Plan of Allocation total would otherwise exceed the Net Settlement Amount, the Settlement Administrator is authorized to make such *pro rata* changes as are necessary to the Plan of Allocation such that said totals do not exceed the Net Settlement Amount.

6.5 Payments to Current Participants Generally. Current Participants will not be required to submit a Former Participant Claim Form to receive a settlement payment.

6.5.1 Within two (2) business days after the Settlement Administrator has completed all payment calculations for all Current Participants, the Settlement Administrator will provide Fujitsu (or its designee), in a format and via a delivery method mutually agreed upon by the Settlement Administrator and Fujitsu, with an Excel spreadsheet containing the name, Social Security number (or alternative identifier(s) mutually acceptable to the Settlement Administrator and Fujitsu), and amount of the settlement payment to be made into the Active Account(s) for each of the Current Participants. In the event the Excel spreadsheet includes Social Security numbers, the Settlement Administrator will transmit the spreadsheet in a manner to protect the confidentiality of the Current Participants' Social Security Numbers.

- 6.5.2** Thereafter, within ten (10) business days' written notice to Fujitsu (or its designee), the Settlement Administrator shall effect a transfer from the Qualified Settlement Fund to the Plan of the aggregate amount of all settlement payments payable to Current Participants, as reflected in the spreadsheet provided by the Settlement Administrator. Fujitsu (or its designee) shall direct the Plan's recordkeeper to credit the individual Active Account(s) of each Current Participant in an amount equal to that stated on the spreadsheet provided by the Settlement Administrator in relation to such Current Participant.
- 6.5.3** The settlement payment for each Current Participant who is an active employee or agent of Fujitsu will be invested in accordance with and proportionate to such Current Participant's investment elections then on file for new contributions. If the Current Participant is no longer an active Fujitsu employee or agent, or does not have an investment election on file, then such Current Participant shall be deemed to have directed such payment to be invested in the Plan's default investment option.
- 6.5.4** The Plan's recordkeeper shall process all Current Participant transactions within thirty (30) calendar days of receiving direction from Fujitsu (or its designee) for any Current Participant.
- 6.5.5** The Plan may be amended, to the extent necessary, to reflect the settlement allocation to Current Participants' Active Account(s) in accordance with this Article 6.
- 6.5.6** If, as of the date when distributions pursuant to this Settlement Agreement are made, a Current Participant no longer has an Active Account, he or she will be treated as an Authorized Former Participant for purposes of the settlement distribution only and will receive his or her payment from the Settlement Administrator in the form of a check as described in Article 6.6. A Current Participant who no longer has an Active Account on the date of his or her Settlement distribution need not complete a Former Participant Claim Form.
- 6.6** **Payments to Authorized Former Participants.** For each Authorized Former Participant, the Authorized Former Participant will have the opportunity to elect a tax-qualified rollover of his or her settlement payment to an individual retirement account or other eligible employer plan, which he or she has identified on the Claim Form, provided that the Authorized Former Participant supplies adequate information to the Settlement Administrator to effect the rollover. Otherwise, the Authorized Former Participant will receive his or her settlement payment directly by check. The distributions shall be issued as follows:
- 6.6.1** The Settlement Administrator will either effect the rollover from the Qualified Settlement Fund elected by the Authorized Former Participant in the Claim Form (if the conditions for such rollover are satisfied) and any associated paperwork necessary to effect these settlement distributions by rollover, *or* issue a check from the Qualified Settlement Fund to the Authorized Former Participant and

mail the check to the address of such Authorized Former Participant listed in his or her Former Participant Claim Form or, in the case of ambiguity or uncertainty, to the address of such person as determined by the Settlement Administrator using commercially reasonable means.

- 6.6.2** With respect to settlement payments that are not rolled over to a qualified account, the Settlement Administrator shall (i) calculate and withhold any applicable taxes associated with the payments allocable to the Authorized Former Participant; (ii) report such payments and remit such tax withholdings to the Internal Revenue Service and applicable state revenue agents; and (iii) issue appropriate tax forms to the Authorized Former Participants.
- 6.7** This Plan of Allocation is based upon preliminary data regarding the Class Members who may be entitled to settlement payments. If the Settlement Administrator concludes that it is impracticable to implement any provision of this Plan of Allocation, the Settling Parties agree to promptly discuss modifications to the terms of this Plan of Allocation and present such modified terms to the Court for its approval. Direct mailed notice to Class Members of such proposed modification of the Plan of Allocation shall not be required. However, notice of such proposed modification shall be posted by the Settlement Administrator on the Settlement Website.
- The Settlement Administrator shall be solely responsible for performing any calculations required by this Plan of Allocation.
- 6.8** Within ten (10) business days of completing all aspects of this Plan of Allocation, the Settlement Administrator shall send to Class Counsel and Defense Counsel one or more affidavits stating the following: (a) the name of each Class Member to whom the Settlement Administrator sent the Settlement Notice and/or the Former Participant Claim Form, and the address of such mailing; (b) the date(s) upon which the Settlement Administrator sent the Settlement Notice and/or the Former Participant Claim Form; (c) the name of each Class Member whose Settlement Notice and/or Former Participant Claim Form was returned as undeliverable; (d) the efforts made by the Settlement Administrator to find the correct address and to deliver the Settlement Notice and/or Former Participant Claim Form for each such Class Member; and (e) the name of each Class Member to whom the Settlement Administrator made a distribution from the Net Settlement Amount, together with the amount and form of the distribution, the name of the payee, the date of distribution, the amount of tax withholdings, if applicable, and the date of remittance of tax withholdings to the appropriate tax authority, if applicable.
- 6.9** The Settling Parties acknowledge that any payments to Class Members or their attorneys may be subject to applicable tax laws. Defendants, Defense Counsel, Class Counsel, and the Class Representatives will provide no tax advice to the Class Members and make no representation regarding the tax consequences of any of the settlement payments described in this Settlement Agreement. To the extent that any portion of any settlement payment is subject to income or other tax, the recipient of the payment shall be responsible for payment of such tax. Deductions will be made, and reporting will be performed by the Settlement Administrator, as required by law in respect of all payments made under the

Settlement Agreement. Payments from the Qualified Settlement Fund shall not be treated as wages by the Settling Parties.

- 6.10** Each Class Member who receives a payment under this Settlement Agreement shall be fully and ultimately responsible for payment of any and all federal, state, or local taxes resulting from or attributable to the payment received by such person. Each Class Member shall hold Defendants, the Released Parties, Defense Counsel, Class Counsel, and the Settlement Administrator harmless from any tax liability, including penalties and interest, related in any way to payments under the Settlement Agreement, and shall hold Defendants, the Released Parties, Defense Counsel, Class Counsel, and the Settlement Administrator harmless from the costs (including, for example, attorneys' fees and disbursements) of any proceedings (including, for example, investigation and suit), related to such tax liability.
- 6.11** All checks issued pursuant to this Plan of Allocation shall expire one hundred twenty (120) calendar days after their issue date. All checks that are undelivered or are not cashed before their expiration date shall revert to the Qualified Settlement Fund.
- 6.12** No sooner than thirty (30) calendar days following the end of the Settlement Period, any Net Settlement Amount remaining in the Qualified Settlement Fund after distributions, including costs and taxes, shall be paid to the Plan.

7. Article 7 – Prospective Relief

- 7.1** No later than fourteen (14) days after the Effective Date, Fujitsu shall issue a Request for Proposal (“RFP”) for the Plan’s recordkeeping services, and shall seek in the RFP to reduce the amount of recordkeeping expenses paid by the Plan, whether directly or indirectly through revenue sharing.

8. Article 8 – Attorneys’ Fees and Costs

- 8.1** Class Counsel will seek approval from the Court of their attorneys’ fees not to exceed 25% of the Gross Settlement Amount, and litigation costs and expenses advanced and carried by Class Counsel during this litigation. Any such award shall be paid from the Gross Settlement Amount. Defendants shall have no independent responsibility or liability for such attorneys’ fees and costs and/or to any other person who may assert some claim thereto, or any fee and expense award that the Court may make in the Action.
- 8.2** Class Counsel will file a motion for an award of Attorneys’ Fees and Costs at least thirty (30) days before the deadline set in the Preliminary Approval Order for objections to the proposed settlement, which may be supplemented thereafter. Defendants will take no position with the Court regarding Class Counsel’s request for Attorneys’ Fees and Costs, to the extent it does not exceed the amounts set forth in Article 8, and shall take no position with the Court regarding any request for Class Representatives’ Compensation that does not exceed \$7,500 per Class Representative.

9. Article 9 – Release and Covenant Not to Sue

9.1 As of the Settlement Effective Date, the Plan (subject to Independent Fiduciary approval as required by Paragraph 3.1) and all Class Members (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns) shall be deemed to have fully, finally, and forever settled, released, relinquished, waived, and discharged Defendants, the Plan, and all Released Parties from the Released Claims.

9.2 As of the Settlement Effective Date, all Plaintiffs and Class Members are enjoined from instituting, maintaining, prosecuting, or asserting any cause of action, demand, or claim on the basis of, connected with, or arising out of any of the Released Claims. Nothing herein shall preclude any action to enforce the terms of this Settlement Agreement pursuant to the procedures set forth in this Settlement Agreement.

9.3 Plaintiffs, Class Counsel, and the Class Members may hereafter discover facts in addition to or different from those that they know or believe to be true with respect to the Released Claims. Such facts, if known by them, might have affected the decision to settle with Defendants, the Plan, and the Released Parties, or the decision to release, relinquish, waive, and discharge the Released Claims, or the decision of a Class Member not to object to the Settlement. Notwithstanding the foregoing, each Class Member and the Plan shall expressly, upon the Effective date of the Final Approval Order, be deemed to have, and by operation of the Final Approval Order, shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged any and all Released Claims. The Class Members and the Plan acknowledge and shall be deemed by operation of the Effective Approval Order to have acknowledged that the foregoing waiver was bargained for separately and is a key element of the Settlement embodied in this Settlement Agreement of which this release is a part.

9.4 Each Plaintiff and Class Member and the Plan hereby stipulate and agree with respect to any and all Released Claims that, upon the Effective Approval Order, the Class Members shall be conclusively deemed to, and by operation of the Effective Approval Order shall, settle, release, relinquish, waive and discharge any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims, including specifically to Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Also, the Plaintiffs and Class Members with respect to the Released Claims shall, upon the Effective Approval Order, waive any and all provisions, rights and benefits conferred by any law or of any State or territory within the United States or any foreign country, or any principle of common law, which is similar, comparable or equivalent in substance to Section 1542 of the California Civil Code.

- 9.5** As of the Settlement Effective Date, the Fujitsu Defendants, and each of them, and their insurers or agents, shall be deemed to have fully, finally, and forever settled, released, relinquished, waived, and discharged Shepherd Kaplan LLC from any and all claims arising from, relating to, or connected with the Action or any of the matters alleged, or that could have been alleged, in the Amended Complaint, and any and all claims arising from the Fujitsu Defendants' defense of this Action or any payments by or on behalf of the Fujitsu Defendants to settle this Action, including any and all claims for contribution or indemnification arising from any acts or omissions of Shepherd Kaplan LLC or the Fujitsu Defendants' defense or resolution of this Action, other than as required in this Settlement Agreement. As of the Settlement Effective Date, the Fujitsu Defendants and their insurers or agents are enjoined from instituting, maintaining, prosecuting, or asserting any cause of action, demand, or claim on the basis of, connected with, or arising out of any claim released pursuant to this Paragraph 9.5 of this Agreement against Shepherd Kaplan LLC. Nothing herein shall preclude any action to enforce the terms of this Settlement Agreement pursuant to the procedures set forth in this Settlement Agreement.
- 9.6** The Fujitsu Defendants and their insurers or agents may hereafter discover facts in addition to or different from those that they know or believe to be true with respect to the claims released pursuant to Paragraph 9.5 of this Agreement. Notwithstanding the foregoing, the Fujitsu Defendants and their insurers or agents, upon the Effective Date of the Final Approval Order, shall be deemed to have, and shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged any and all of the claims released pursuant to Paragraph 9.5 of this Agreement. Further, as of and upon the Settlement Effective Date, the Fujitsu Defendants and their insurers or agents shall be conclusively deemed to, and shall, settle, release, relinquish, waive and discharge any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims, including specifically Section 1542 of the California Civil Code (quoted above in Paragraph 9.4 of this Agreement). Also, as of and upon the Settlement Effective Date, the Fujitsu Defendants and their insurers or agents shall waive any and all provisions, rights and benefits conferred by any law or of any State or territory within the United States or any foreign country, or any principle of common law, which is similar, comparable or equivalent in substance to Section 1542 of the California Civil Code.
- 9.7** As of the Settlement Effective Date, Shepherd Kaplan LLC and its insurers or agents shall be deemed to have fully, finally, and forever settled, released, relinquished, waived, and discharged the Fujitsu Defendants, and each of them, from any and all claims arising from, relating to, or connected with the Action or any of the matters alleged, or that could have been alleged, in the Amended Complaint, and any and all claims arising from Shepherd Kaplan LLC's defense of this Action or any payments by or on behalf of Shepherd Kaplan LLC to settle this Action, including any and all claims for contribution or indemnification arising from any acts or omissions of the Fujitsu Defendants or Shepherd Kaplan LLC's defense or resolution of this Action, other than as required in this Settlement Agreement. As of the Settlement Effective Date, Shepherd Kaplan LLC and its insurers or agents are enjoined from instituting, maintaining, prosecuting, or asserting any cause of action, demand, or claim on the basis of, connected with, or arising out of any claim released pursuant to this Paragraph 9.7 of this Agreement against the Fujitsu Defendants, or any of

them. Nothing herein shall preclude any action to enforce the terms of this Settlement Agreement pursuant to the procedures set forth in this Settlement Agreement.

- 9.8** Shepherd Kaplan and its insurers or agents may hereafter discover facts in addition to or different from those that they know or believe to be true with respect to the claims released pursuant to Paragraph 9.7 of this Agreement. Notwithstanding the foregoing, Shepherd Kaplan LLC and its insurers or agents, upon the Effective Date of the Final Approval Order, shall be deemed to have, and shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged any and all of the claims released pursuant to Paragraph 9.7 of this Agreement. Further, as of and upon the Settlement Effective Date, Shepherd Kaplan LLC and its insurers or agents shall be conclusively deemed to, and shall, settle, release, relinquish, waive and discharge any and all rights or benefits it may now have, or in the future may have, under any law relating to the releases of unknown claims, including specifically Section 1542 of the California Civil Code (quoted above in Paragraph 9.4 of this Agreement). Also, as of and upon the Settlement Effective Date, Shepherd Kaplan and its insurers or agents shall waive any and all provisions, rights and benefits conferred by any law or of any State or territory within the United States or any foreign country, or any principle of common law, which is similar, comparable or equivalent in substance to Section 1542 of the California Civil Code.

10. Article 10 – Representations and Warranties

10.1 The Settling Parties represent:

- 10.1.1 That they are voluntarily entering into this Settlement Agreement as a result of arm's length negotiations, and that in executing this Settlement Agreement they are relying solely upon their own judgment, belief, and knowledge, and upon the advice and recommendations of their own counsel, concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters that relate in any way to the subject matter hereof;
- 10.1.2 That they assume the risk of mistake as to facts or law;
- 10.1.3 That they recognize that additional evidence may come to light, but that they nevertheless desire to avoid the expense and uncertainty of litigation by entering into the Settlement;
- 10.1.4 That they have read carefully the contents of this Settlement Agreement, and this Settlement Agreement is signed freely by each individual executing this Settlement Agreement on behalf of each of the Settling Parties; and
- 10.1.5 That they have made such investigation of the facts pertaining to the Settlement and all matters pertaining thereto, as they deem necessary.

- 10.2** Each individual executing this Settlement Agreement on behalf of a Settling Party does hereby personally represent and warrant to the other Settling Parties that he/she has the authority to execute this Settlement Agreement on behalf of, and fully bind, each principal that each such individual represents or purports to represent.

11. Article 11 – Termination, Conditions of Settlement, and Effect of Disapproval, Cancellation, or Termination

11.1 The Settlement Agreement shall automatically terminate, and thereby become null and void with no further force or effect if:

11.1.1 Pursuant to Paragraph 3.1, (1) either the Independent Fiduciary does not approve the release or the Settlement Agreement, or disapproves the release or the Settlement Agreement for any reason whatsoever, or Defendants reasonably conclude that the Independent Fiduciary's approval does not include the determinations required by the PTE 2003-39; and (2) the Settling Parties do not mutually agree to modify the terms of this Settlement Agreement to facilitate an approval by the Independent Fiduciary or the Independent Fiduciary's determinations required by the PTE 2003-39.

11.1.2 The Preliminary Approval Order and the Final Approval Order are not entered by the Court in substantially the form submitted by the Settling Parties or in a form which is otherwise agreed to by the Settling Parties;

11.1.3 The Settlement Class is not certified as defined herein or in a form which is otherwise agreed to by the Settling Parties;

11.1.4 This Settlement Agreement is disapproved by the Court or fails to become effective for any reason whatsoever; or

11.1.5 The Preliminary Approval Order or Final Approval Order is finally reversed on appeal, or is materially modified on appeal, and the Settling Parties do not mutually agree to any such material modifications.

11.2 If the Settlement Agreement is terminated, deemed null and void, or has no further force or effect, the Action and the Released Claims asserted by Class Representatives shall for all purposes with respect to the Settling Parties revert to their status as though the Settling Parties never executed the Settlement Agreement. All funds deposited in the Qualified Settlement Fund, and any interest earned thereon, shall be returned to Defendants, their agents, or insurers pro rata based on their contributions to the Qualified Settlement Fund within thirty (30) calendar days after the Settlement Agreement is finally terminated or deemed null and void, except as provided for in Paragraph 11.4. Any Attorneys' Fees and Costs or Class Representatives' Compensation, as well as any payments to the Settlement Class, must be returned to the Qualified Settlement Fund.

11.3 It shall not be deemed a failure to approve the Settlement Agreement if the Court denies, in whole or in part, the applications for the requested Attorneys' Fees and Costs and/or Class Representatives' Compensation.

11.4 In the event that the Settlement Agreement is terminated, Administrative Expenses incurred prior to the termination shall be paid first from the interest earned, if any, on the Qualified Settlement Fund. Administrative Expenses in excess of the interest earned on the Qualified Settlement Fund shall be split evenly and paid by Class Counsel, on the one

hand and Defendants, on the other hand.

12. Article 12- Public Comments and Confidentiality of Settlement

- 12.1** Except as explicitly set forth below, the Settling Parties, Class Counsel, and Defense Counsel agree to keep confidential all positions, assertions, and offers made during settlement negotiations relating to the Action and the Settlement Agreement.
- 12.2** The Class Representatives, Class Counsel, Defendants, Defense Counsel, the Independent Fiduciary, the Escrow Agent, and the Settlement Administrator shall not make any public statements, whether through the press, social media, or any other means, regarding the Settlement of the Action other than to the Court or in the Court-approved Settlement Notice and the Settlement Website.
- 12.2.1 Defendants, Class Counsel and their agents and employees in any of the following will be permitted to disclose information as necessary and appropriate in the following circumstances: (i) to entities in connection with the preparation of financial statements; (ii) to accountants and auditors; (iii) in public filings; (iv) to government regulatory agencies or their representatives in response to direct inquiries or as otherwise required by law; (v) to the Plan, the fiduciaries of the Plan, the Independent Fiduciary, and the recordkeepers for the Plan; (vi) to any local, state, or federal taxing authority; and (vii) as reasonably required to enforce rights under this Settlement Agreement .
- 12.2.2 Nothing in this Settlement Agreement restricts Class Counsel’s ability to respond to inquiries regarding the Action made by the Independent Fiduciary, Settlement Administrator, Class Members, beneficiaries, or their representatives.
- 12.2.3 Nothing in this Settlement Agreement restricts the ability of Defendants and Defense Counsel to discuss publicly-available information concerning the Action or the Settlement Agreement with (i) their current, future, or former employees, (ii) any current, future, and former Plan participants (or their beneficiaries) or their representatives, current or former employees, (iii) Defendants’ insurers or their representatives, (iv) the Plan or the Plan’s recordkeepers, and (v) the Released Parties or their representatives.
- 12.2.4 Nothing in this Settlement Agreement restricts the ability of the Settling Parties to make disclosures regarding the Class Action and/or the Settlement Agreement in response to, or in connection with, any actual or threatened attempt to assert any of the Released Claims in connection with any legal claim, action, or proceeding.
- 12.3** The Class Representatives and Class Counsel agree that they will not at any time publicly disparage or encourage or induce others to publicly disparage Defendants or the Released Parties.
- 12.4** Fujitsu and Shepherd Kaplan LLC agree that they will instruct their respective officers, directors, principals and employees having knowledge of this Agreement and its subject matter – and will obtain the agreement of those individuals – not to make, or encourage

anyone else to make, any public statement that disparages any party to this Action in a manner likely to be harmful to the business reputation of either Fujitsu or Shepherd Kaplan LLC, and the parties to this Action who are individuals agree to be similarly bound. The foregoing shall not prevent any party from making truthful statements in public filings as required by law.

13. Article 13 – General Provisions

- 13.1** This Settlement Agreement, whether or not consummated, and any negotiations or proceedings hereunder, are not, and shall not be construed as, deemed to be, or offered or received as evidence of an admission by or on the part of Defendants or the Released Parties of any wrongdoing, fault, or liability whatsoever by any of Defendants or the Released Parties, or give rise to any inference of any wrongdoing, fault, or liability or admission of any wrongdoing, fault, or liability in the Action or any other proceeding, and Defendants and the Released Parties admit no wrong doing or liability with respect to any of the allegations or claims in the Action. This Settlement Agreement, whether or not consummated, and any negotiations or proceedings hereunder, shall not constitute admissions of any liability of any kind, whether legal or factual.
- 13.2** Defendants, the Released Parties, Class Counsel, and Defense Counsel shall have no responsibility for or liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of its respective designees or agents in connection with the administration of the Gross Settlement Amount or otherwise; (ii) any act, omission or determination of the Independent Fiduciary; (iii) the management, investment, or distribution of the Qualified Settlement Fund; (iv) the Plan of Allocation as approved by the Court; (v) the determination, administration, calculation, or payment of any claims asserted as to the Qualified Settlement Fund; (vi) any losses suffered by, or fluctuations in the value of, the Qualified Settlement Fund; or (vii) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Qualified Settlement Fund or tax reporting, or the filing of any returns.
- 13.3** This Settlement Agreement shall be interpreted, construed, and enforced in accordance with applicable federal law and, to the extent that federal law does not govern, California law.
- 13.4** Class Counsel, Defense Counsel, and the Settling Parties agree that any and all disputes concerning compliance with the Settlement Agreement, with the exception of any and all disputes concerning compliance with Article 9, shall be exclusively resolved as follows:
- 13.4.1 If Class Counsel, Defense Counsel, or a Settling Party has reason to believe that a legitimate dispute exists concerning the Settlement Agreement, the party raising the dispute shall first promptly give written notice under the Settlement Agreement to the other party, including in such notice: (i) a reference to all specific provisions of the Settlement Agreement that are involved; (ii) a statement of the alleged non-compliance; (iii) a statement of the remedial action sought; and (iv) a brief statement of the specific facts, circumstances, and any other arguments supporting the position of the party raising the dispute.

- 13.4.2 Within fourteen (14) calendar days after receiving the notice described in Paragraph 13.4.1, the receiving party shall respond in writing with its position and the facts and arguments it relies on in support of its position.
- 13.4.3 For a period of not more than twenty-one (21) days following mailing of the response described in Paragraph 13.4.2, the Settling Parties shall undertake good-faith negotiations to attempt to resolve the dispute.
- 13.4.4 If the dispute is not resolved during the period described in Paragraph 13.4.3, the parties shall conduct a mediation of the dispute with the Mediator on the earliest reasonably practicable date, provided, however, that the scope of such mediation shall be expressly limited to the dispute.
- 13.4.5 Within thirty (30) days after the conclusion of the Mediator's attempt to resolve the dispute (the date of the conclusion of the mediation shall be determined by agreement of the parties or by the Mediator), if the dispute persists, either party may request that the Court resolve the dispute.
- 13.4.6 The Settling Parties will attempt to resolve any disputes quickly, expeditiously, inexpensively, and in good faith.
- 13.4.7 In connection with any disputes concerning compliance with the Settlement Agreement, each party shall bear its own fees and costs unless the Court orders otherwise.
- 13.5** The Settling Parties agree that the Court has personal jurisdiction over the Plaintiffs, Class Members and Defendants and shall maintain that jurisdiction for purposes of resolving any disputes between the Settling Parties concerning compliance with the Settlement Agreement.
- 13.6** The Settlement Agreement may be executed by exchange of executed signature pages, and any signature transmitted by facsimile or e-mail attachment of scanned signature pages for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement. The Settlement Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed an original, and all such counterparts shall together constitute the same instrument.
- 13.7** Each party to this Settlement Agreement hereby acknowledges that he, she, or it has consulted with and obtained the advice of counsel prior to executing this Settlement Agreement, and that this Settlement Agreement has been explained to that party by his, her, or its counsel.
- 13.8** Any headings included in this Settlement Agreement are for convenience only and do not in any way limit, alter, or affect the matters contained in this Settlement Agreement or the Articles or Paragraphs they caption. References to a person are also to the person's permitted successors and assigns, except as otherwise provided herein. Whenever the words "include," "includes" or "including" are used in this Settlement Agreement, they shall not be limiting but shall be deemed to be followed by the words "without limitation."

- 13.9** Before approval of the Independent Fiduciary, this Settlement Agreement may be modified or amended only by written agreement signed by or on behalf of all Settling Parties. Following approval by the Independent Fiduciary, this Settlement Agreement may be modified or amended only if such modification or amendment is set forth in a written agreement signed by or on behalf of all Settling Parties and only if the Independent Fiduciary approves such modification or amendment in writing. Following entry of the Final Approval Order, this Settlement Agreement may be modified or amended only by written agreement signed on behalf of all Settling Parties, and only if the modification or amendment is approved by the Independent Fiduciary in writing and approved by the Court.
- 13.10** This Settlement Agreement and the exhibits attached hereto constitute the entire agreement among Plaintiffs, on the one hand, and Defendants, on the other, and no representations, warranties, or inducements have been made to any party concerning the Settlement other than those contained in this Settlement Agreement and the exhibits thereto.
- 13.11** The provisions of this Settlement Agreement may be waived only by an instrument in writing executed by the waiving party and specifically waiving such provisions. The waiver of any breach of this Settlement Agreement by any party shall not be deemed to be or construed as a waiver of any other breach or waiver by any other party, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.
- 13.12** Each of the Settling Parties agrees, without further consideration, and as part of finalizing the Settlement hereunder, that it will in good faith execute and deliver such other documents and take such other actions as may be necessary to consummate and effectuate the subject matter of this Settlement Agreement.
- 13.13** All of the covenants, representations, and warranties, express or implied, oral or written, between Plaintiffs, on the one hand, and Defendants, on the other, concerning the subject matter of this Settlement Agreement are contained in this Settlement Agreement. All such covenants, representations, and warranties set forth in this Settlement Agreement shall be deemed continuing and shall survive the Effective Date of Settlement.
- 13.14** All of the exhibits attached hereto are incorporated by reference as though fully set forth herein. The exhibits shall be: Exhibit 1 – Former Participant Claim Form; Exhibit 2 – Preliminary Approval Order; Exhibit 3 – Notice of Class Action Settlement and Fairness Hearing to Current Participants; Exhibit 4 – Notice of Class Action Settlement and Fairness Hearing to Former Participants; Exhibit 5 – Final Approval Order; and Exhibit 6 – CAFA Notice.
- 13.15** No provision of the Settlement Agreement or of the exhibits attached hereto shall be construed against or interpreted to the disadvantage of any party to the Settlement Agreement because that party is deemed to have prepared, structured, drafted, or requested the provision.
- 13.16** Any notice, demand, or other communication under this Settlement Agreement (other than the Settlement Notices, or other notices given at the direction of the Court) shall be in

writing and shall be deemed duly given upon receipt if it is addressed to each of the intended recipients as set forth below and personally delivered, sent by registered or certified mail postage prepaid, or delivered by reputable express overnight courier;

IF TO THE CLASS REPRESENTATIVES:

Kai Richter
NICHOLS KASTER, PLLP
4600 IDS Center
80 South 8th Street
Minneapolis, MN 55402
Tel: (612) 256-3200
Fax: (612) 256-6870

Attorneys for Plaintiffs and the Settlement Class

IF TO FUJITSU:

Jonathan Ocker
ORRICK, HERRINGTON & SUTCLIFFE LLP
The Orrick Building
405 Howard Street
San Francisco, CA 94104
Telephone: (415) 773-5700
Facsimile: (415) 773-5759

IF TO SHEPHERD KAPLAN LLC:

Jeremy P. Blumenfeld
MORGAN, LEWIS & BOCKIUS LLP
1701 Market Street
Philadelphia, PA 19103
Tel: (215) 963-5258
Fax: (215) 963-5001

- 13.17** The undersigned counsel, on behalf of themselves and the Settling Parties, agree to cooperate fully with each other in seeking Court approvals of the Preliminary Approval Order and the Final Approval Order, and to do all things as may reasonably be required to effectuate preliminary and final approval and the implementation of this Settlement Agreement according to its terms.

ON BEHALF OF PLAINTIFFS Jerry Johnson, Jesse Perry, Yolanda Weir, Karen White, Todd Salisbury, Peter Hitt, Patricia Collier, and Verlin Lain, Individually and as Representatives of the Class

Dated: 12/6/2017

Jerry Johnson

Jesse Perry

Yolanda Weir

Karen White

Todd Salisbury

Peter Hitt

Patricia Collier

Verlin Laine



Kai Richter
NICHOLS KASTER, PLLP
4600 IDS Center
80 South 8th Street
Minneapolis, MN 55402
Telephone: (612) 256-3200
Facsimile: (612) 256-6870
*Attorneys for Plaintiffs and Class
Representatives*

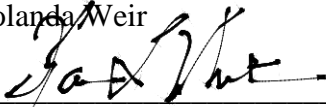
ON BEHALF OF PLAINTIFFS Jerry Johnson, Jesse Perry, Yolanda Weir, Karen White, Todd Salisbury, Peter Hitt, Patricia Collier, and Verlin Lain, Individually and as Representatives of the Class

Dated: 11/30/2017

Jerry Johnson

Jesse Perry

Yolanda Weir



Karen White

Todd Salisbury

Peter Hitt

Patricia Collier

Verlin Laine

Kai Richter
NICHOLS KASTER, PLLP
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Telephone: (612) 256-3200
Facsimile: (612) 256-6870
*Attorneys for Plaintiffs and Class
Representatives*

ON BEHALF OF PLAINTIFFS Jerry Johnson, Jesse Perry, Yolanda Weir, Karen White, Todd Salisbury, Peter Hitt, Patricia Collier, and Verlin Lain, Individually and as Representatives of the Class

Dated: 12/01/2017

Jerry Johnson

Jesse Perry

Yolanda M. Weir

Yolanda Weir

Karen White

Todd Salisbury

Peter Hitt

Patricia Collier

Verlin Laine

Kai Richter
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*Attorneys for Plaintiffs and Class
Representatives*

ON BEHALF OF PLAINTIFFS Jerry Johnson, Jesse Perry, Yolanda Weir, Karen White, Todd Salisbury, Peter Hitt, Patricia Collier, and Verlin Lain, Individually and as Representatives of the Class

Dated: 12/04/2017

Jerry Johnson

Jesse Perry

Yolanda Weir

Karen White

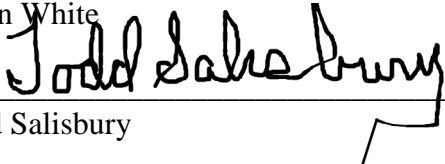
Todd Salisbury

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*Attorneys for Plaintiffs and Class
Representatives*



ON BEHALF OF PLAINTIFFS Jerry Johnson, Jesse Perry, Yolanda Weir, Karen White, Todd Salisbury, Peter Hitt, Patricia Collier, and Verlin Lain, Individually and as Representatives of the Class

Dated: 12/01/2017

Jerry Johnson



Jesse Perry

Yolanda Weir

Karen White

Todd Salisbury

Peter Hitt

Patricia Collier

Verlin Laine

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Representatives*

ON BEHALF OF PLAINTIFFS Jerry Johnson, Jesse Perry, Yolanda Weir, Karen White, Todd Salisbury, Peter Hitt, Patricia Collier, and Verlin Laine, Individually and as Representatives of the Class

Dated: 11/30/2017

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Dated: 12/01/2017



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Karen White

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Dated: 11/30/2017

Jerry Johnson

Jesse Perry

Yolanda Weir

Karen White

Todd Salisbury



Peter Hitt

Patricia Collier

Verlin Laine

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*Attorneys for Plaintiffs and Class
Representatives*

ON BEHALF OF PLAINTIFFS Jerry Johnson, Jesse Perry, Yolanda Weir, Karen White, Todd Salisbury, Peter Hitt, Patricia Collier, and Verlin Lain, Individually and as Representatives of the Class

Dated: 11/30/2017

Jerry Johnson

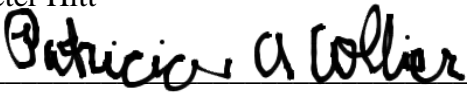
Jesse Perry

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Peter Hitt



Patricia Collier

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4600 IDS Center
80 South 8th Street
Minneapolis, MN 55402
Telephone: (612) 256-3200
Facsimile: (612) 256-6870
*Attorneys for Plaintiffs and Class
Representatives*

ON BEHALF OF Fujitsu Technology and Business Of America, Inc., itself and as successor in interest to Fujitsu Management Services Of America, Inc., the Fujitsu Group Defined Contribution and 401(K) Plan Administrative Committee, the Fujitsu Group Defined Contribution and 401(K) Plan Investment Committee

Dated: December 5, 2017

By: *Catherine Nice*
[signature]

Catherine Nice

[print name]

Its: EVP & CFO
[title]

Pete Apor

Belinda Bellamy

Sunita Bicchieri

Jonathan Ocker

Jonathan Ocker
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SUTCLIFFE LLP
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Facsimile: (415) 773-5759

*Attorneys for Defendants Fujitsu
Technology and Business of America, Inc.,
itself and as successor in interest to
Fujitsu Management Services of America,
Inc., the Fujitsu Group Defined
Contribution and 401(k) Plan
Administrative Committee, the Fujitsu
Group Defined Contribution and 401(k)
Plan Investment Committee, Pete Apor,
Belinda Bellamy, and Sunita Bicchieri*

ON BEHALF OF Fujitsu Technology and Business Of America, Inc., itself and as successor in interest to Fujitsu Management Services Of America, Inc., the Fujitsu Group Defined Contribution and 401(K) Plan Administrative Committee, the Fujitsu Group Defined Contribution and 401(K) Plan Investment Committee

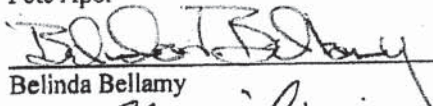
Dated: December 6, 2017

By: _____
[signature]

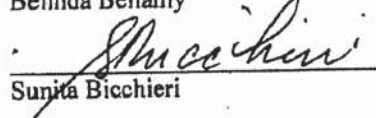
[print name]

Its: _____
[title]

Pete Apor



Belinda Bellamy



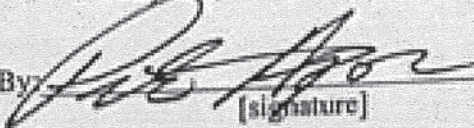
Sunita Bicchieri

Jonathan Ocker
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San Francisco, CA 94104
Telephone: (415) 773-5700
Facsimile: (415) 773-5759

*Attorneys for Defendants Fujitsu
Technology and Business of America, Inc.,
itself and as successor in interest to
Fujitsu Management Services of America,
Inc., the Fujitsu Group Defined
Contribution and 401(k) Plan
Administrative Committee, the Fujitsu
Group Defined Contribution and 401(k)
Plan Investment Committee, Pete Apor,
Belinda Bellamy, and Sunita Bicchieri*

ON BEHALF OF Fujitsu Technology and Business Of America, Inc., itself and as successor in interest to Fujitsu Management Services Of America, Inc., the Fujitsu Group Defined Contribution and 401(K) Plan Administrative Committee, the Fujitsu Group Defined Contribution and 401(K) Plan Investment Committee

Dated: 12/6/17

By: 
[signature]

PETE APOR
[print name]

Its: FORMER DIRECTOR
[title]

Pete Apor

Belinda Bellamy

Sunita Bicchieri

Jonathan Ocker
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SUTCLIFFE LLP
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405 Howard Street
San Francisco, CA 94104
Telephone: (415) 773-5700
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*Attorneys for Defendants Fujitsu
Technology and Business of America, Inc.,
itself and as successor in interest to
Fujitsu Management Services of America,
Inc., the Fujitsu Group Defined
Contribution and 401(k) Plan
Administrative Committee, the Fujitsu
Group Defined Contribution and 401(k)
Plan Investment Committee, Pete Apor,
Belinda Bellamy, and Sunita Bicchieri*

ON BEHALF OF SHEPHERD KAPLAN LLC

Dated: 12/5/17

By: David M. Shepherd
[signature]

David M. Shepherd
[print name]

Its: Managing Member
[title]

Jeremy P. Blumenfeld

Jeremy P. Blumenfeld
MORGAN, LEWIS & BOCKIUS LLP
1701 Market Street
Philadelphia, PA 19103
Tel: (215) 963-5258
Fax: (215) 963-5001
*Attorneys for Defendant Shepherd Kaplan
LLC*

OHSUSA:767787148.1

EXHIBIT 1

P.O. Box [number]
[City, State, ZIP]
[www.settlementwebsite.com]

FORMER PARTICIPANT CLAIM FORM

JOHN Q CLASSMEMBER
123 MAIN ST APT 1
ANYTOWN, ST 12345

Claim Number: 1111111

This Former Participant Claim Form is **ONLY** for Class Members who are **Former Participants**, or the beneficiaries or alternate payees of Former Participants (all of whom will be treated as Former Participants). A Former Participant is a Class Member who no longer had an Active Account in the Fujitsu Group Defined Contribution and 401(k) Plan as of December 6, 2017.

This form must be completed, signed and mailed with a postmark on or before _____, 20__ to the Settlement Administrator in order for you receive your share of the Settlement proceeds. **Former Participants who do not complete and timely return this form will not receive any Settlement payment.** Please review the instructions below carefully. If you have questions regarding this Claim Form, you may contact the Settlement Administrator as indicated below.

PART 1: INSTRUCTIONS FOR COMPLETING FORMER PARTICIPANT CLAIM FORM

1. Complete this claim form and keep a copy of all pages of your Former Participant Claim Form, including the first page with the address label, for your records.
2. **Mail your completed Former Participant Claim Form postmarked on or before _____, 20__ to the Settlement Administrator at the following address:**

Fujitsu Group Defined Contribution and 401(k) Plan Settlement Administrator
P.O. Box [number]
[City, State, ZIP]

It is your responsibility to ensure the Settlement Administrator has timely received your Former Participant Claim Form.

3. Other Reminders:
 - You must provide date of birth, signature, and a completed Substitute IRS Form W-9, which is attached as part 5 to this form.
 - If you desire to do a rollover and you do not complete in full the rollover information in Part 4, below, payment will be made to you by check.
 - If you change your address after sending in your Former Participant Claim Form, please provide your new address to the Settlement Administrator.
 - Timing of Payments to Eligible Class Members. Please note that Settlement payments are subject to the Settlement Agreement receiving final Court approval. If the Settlement Agreement is approved and if you are entitled to a Settlement payment under the terms of the Settlement, such payments may not be distributed until late in 2018 or sometime in 2019 due to the need to process and verify information for all Class Members who are entitled to a payment and to compute the amount of each payment. Payments may be further delayed if any appeals are filed.
4. **Questions?** If you have any questions about this Former Participant Claim Form, please call the Settlement Administrator at [phone number]. The Settlement Administrator will provide advice only regarding completing this form and will not provide financial, tax or other advice concerning the Settlement. You therefore may want to consult with your financial or tax advisor. Information about the status of the approval of the Settlement, the Settlement administration, and claim processing is available on the settlement website, [www.settlementwebsite.com].

PART 4: PAYMENT ELECTION

- Payment to Self** – A check subject to mandatory federal and applicable state withholding tax will be mailed to your address on the previous page.
- Direct Rollover to an Eligible Plan** – Check only one box below and complete the Rollover Information Section below:
 - Government 457(b) 401(a)/401(k) 403(b)
 - Direct Rollover to a Traditional IRA Direct Rollover to a Roth IRA (subject to ordinary income tax)

Rollover Information:

Company or Trustee's Name (to whom the check should be made payable)

--

Company or Trustee's Mailing Address 1

--

Company or Trustee's Mailing Address 2

--

Company or Trustee's City

State

Zip Code

--	--	--

Your Account Number

Company or Trustee's Phone Number

--	--	--	--	--

PART 5: SIGNATURE, CONSENT, AND SUBSTITUTE IRS FORM W-9

UNDER PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA, I CERTIFY THAT ALL OF THE INFORMATION PROVIDED ON THIS FORMER PARTICIPANT CLAIM FORM IS TRUE, CORRECT, AND COMPLETE AND THAT I SIGNED THIS FORMER PARTICIPANT CLAIM FORM.

1. The Social Security number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. person (including a U.S. resident alien).

M	M	D	D	Y	Y	Y	Y

Participant Signature

Date Signed (Required)

Note: If you are subject to backup withholding, you must cross out item 2 above. The IRS does not require your consent to any provision of this document other than this Form W-9 certification to avoid backup withholding.

QUESTIONS? VISIT: WWW.SETTLEMENTWEBSITE.COM OR CALL [PHONE NUMBER]

EXHIBIT 2

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

Jerry Johnson, Jesse Perry, Yolanda Weir, Karen White, Todd Salisbury, Peter Hitt, Patricia Collier, and Verlin Laine, as representatives of the class and on behalf of Fujitsu Group Defined Contribution and 401(k) Plan,

Plaintiffs,

v.

Fujitsu Technology and Business of America, Inc., itself and as successor in interest to Fujitsu Management Services of America, Inc., the Fujitsu Group Defined Contribution and 401(k) Plan Administrative Committee, the Fujitsu Group Defined Contribution and 401(k) Plan Investment Committee, Shepherd Kaplan LLC, Pete Apor, Belinda Bellamy, Sunita Bicchieri, and John Does 1-30,

Defendants.

Case No. 5:16-cv-03698 NC

FINDINGS AND ORDER GRANTING PRELIMINARY APPROVAL OF PROPOSED SETTLEMENT, APPROVING FORM AND DISSEMINATION OF CLASS NOTICE, AND SETTING DATE FOR HEARING ON FINAL APPROVAL

This litigation arose out of claims involving alleged breaches of fiduciary duties in violation of the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended, 29 U.S.C. § 1001 et seq., against Fujitsu Technology and Business of America, Inc., itself and as successor in interest to Fujitsu Management Services of America, Inc. (“Fujitsu”), the Fujitsu Group Defined Contribution and 401(k) Plan Administrative Committee, the Fujitsu Group Defined Contribution and 401(k) Plan Investment Committee, Pete Apor, Belinda Bellamy, Sunita Bicchieri, and John Does 1-30 (collectively with Fujitsu, the “Fujitsu Defendants”), and Shepherd Kaplan LLC (“Shepherd Kaplan”) (collectively with the Fujitsu Defendants, the “Defendants”).

Presented to the Court for preliminary approval is a settlement of the litigation as against all Defendants. The terms of the Settlement are set out in a Class Action Settlement Agreement dated , 2017 (the "Settlement Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the same meaning as ascribed to them in the Settlement Agreement.

The Court has preliminarily considered the Settlement to determine, among other things, whether to certify a class for settlement purposes only and whether the Settlement is sufficient to warrant the issuance of notice to members of the Settlement Class. Upon reviewing the record and good cause appearing therefor,

It is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. Preliminary Findings Regarding Proposed Settlement: The Court preliminarily finds that:

A. The proposed settlement resulted from arm's-length negotiations by experienced and competent counsel overseen by a neutral mediator;

B. The Settlement was negotiated only after Class Counsel had conducted a pre-settlement investigation and received pertinent information and documents from Defendants in discovery;

C. Class Counsel and the Class Representatives have concluded that the Settlement Agreement is fair, reasonable and adequate; and

D. The Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the Settlement to the Settlement Class.

2. Fairness Hearing: A hearing (the “Fairness Hearing”) is scheduled at the United States District Court for the Northern District of California, Magistrate Judge Nathanael Cousins presiding, at __.m. on __, 20__, [a date no sooner than one hundred thirty (130) calendar days after the date the Preliminary Order is filed] to determine, among other issues:

- A. Whether the Settlement Agreement should be approved as fair, reasonable, and adequate;
- B. Whether the Court should enter the Final Approval Order, and
- C. Whether the Court should approve any motion for Administrative Expenses, Attorneys’ Fees and Costs, and Class Representatives’ Compensation.

3. Settlement Administrator: The Court approves and orders that Analytics Consulting, LLC shall be the Settlement Administrator responsible for carrying out the responsibilities set forth herein and in the Settlement Agreement.

4. Class Certification: The Settlement Class will be certified on a preliminary basis, for settlement purposes only, pursuant to Fed. R. Civ. P. 23(b)(1). The Settlement Class is defined as: all participants and beneficiaries of the Fujitsu Group Defined Contribution and 401(k) Plan at any time on or after June 30, 2010 through September 30, 2017, including any Beneficiary of a deceased person who was a Participant in the Plan at any time during the Class Period, and any Alternate Payees, in the case of a person subject to a Qualified Domestic Relations Order who was a Participant in the Plan at any time during the Class Period. Excluded from this class are Defendants, their directors, and any employees with fiduciary responsibility for the Plan’s investment or administrative functions. The Court finds, on a preliminary basis, that as of the requirements for certification under Rule 23(a) and Rule 23(b)(1) are satisfied:

a) The Settlement Class meets the numerosity requirement of Rule 23(a)(1), as it consists of over 22,000 Class Members.

b) The Class Representatives have asserted claims that are common to the Class and relate to the management of the Plan as a whole.

c) The Class Representatives are current or former participants in the Plan and are typical of other Class Members.

d) The Class Representatives have no conflicts with other Class Members, are adequate to represent the Settlement Class, and have retained experienced and qualified counsel to represent the Class as Class Counsel.

e) Class certification is appropriate under Rule 23(b)(1) because the Class Representatives assert claims on behalf of the Plan as a whole, and prosecution of separate actions by individual class members would create a risk of inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct for Defendants and would be dispositive of the interests of other class members as a practical matter or would substantially impair or impede their ability to protect their interests.

The Court appoints Nichols Kaster, PLLP as counsel for the Settlement Class, and appoints the named Plaintiffs as the Class Representatives.

5. Class Notice: The Settling Parties have presented to the Court proposed forms of notice regarding the settlement for mailing to Class Members (“Settlement Notices”) and the Former Participant Claim Form to Former Participations.

A. The Court finds that the proposed Settlement Notices fairly and adequately:

i. Summarize the claims that were asserted;

- ii. Identify the Settlement Class;
- iii. Describe the terms and effect of the Settlement Agreement, including the benefits of the Settlement and the class release;
- iv. Provide information regarding who is required to submit a Claim Form and the process for doing so;
- v. Notify the Settlement Class that Class Counsel will seek compensation from the Gross Settlement Amount for Administrative Expenses, Attorneys' Fees and Costs, and Class Representatives' Compensation;
- vi. Describe how the recipients of the Class Notice may object to the Settlement, or any requested Administrative Expenses, Attorneys' Fees and Costs, or Class Representatives' Compensation; and
- iii. Give notice to the Settlement Class of the time and place of the Fairness Hearing, and Class Members' right to appear.

B. The Settlement Administrator will send by first class mail the appropriate Settlement Notice to each Class Member and the Former Participant Claim Form to each Former Participant within thirty (30) days of the date of this Order.

C. Pursuant to Rules 23(c)(2) and (e) of the Federal Rules of Civil Procedure, the contents of the Settlement Notices and mailing the Settlement Notices constitutes the best notice practicable under the circumstances, provides due and sufficient notice of the Fairness Hearing and of the rights of all Class Members, and complies fully with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and applicable law.

6. Preliminary Injunction: Each Class Member and their respective heirs, beneficiaries, executors, administrators, estates, agents, representatives, attorneys, predecessors, successors, and assigns, are preliminarily enjoined from suing the Released Parties (as defined in Paragraph 2.37 of the Settlement Agreement) in any action or proceeding alleging any of the Released Claims (as defined in Paragraph 2.38 of the Settlement Agreement), even if any Class

Member may thereafter discover facts in addition to or different from those which the Class Members or Class Counsel now know or believe to be true with respect to the Class Action and the Released Claims. Further, pending final determination of whether the Settlement Agreement should be approved, no Class Member may directly, through representatives, or in any other capacity, commence any action or proceeding in any court or tribunal asserting any of the Released Claims against the Released Parties.

7. Objections to Settlement: Any objections to the fairness, reasonableness or adequacy of the Settlement, to any term of the Settlement Agreement, or to the proposed Administrative Expenses, Attorneys' Fees and Costs, or Class Representatives' Compensation shall be considered by the Court at the Fairness Hearing, if they have been filed validly with the Clerk of the Court and copies provided to Class Counsel and Defense Counsel. To be filed validly, the objection and any supporting documents must be filed at least twenty-eight (28) days prior to the scheduled Fairness Hearing. Any person wishing to speak at the Fairness Hearing shall file and serve a notice of intent to appear within the time limitation set forth above.

8. Responses to Objections and Final Approval Motion: Any party may file a response to an objection by a Class Member at least fourteen (14) days before the Fairness Hearing, and Plaintiffs shall file their Final Approval Motion at least fourteen (14) days before the Fairness Hearing.

9. CAFA Notices: The form of notices pursuant to the Class Action Fairness Act ("CAFA"), 29 U.S.C. § 1711, et seq., attached to the Settlement Agreement as Exhibit 6, is approved. Upon mailing of the CAFA notices, Defendants shall have fulfilled their obligations under CAFA.

10. Plan of Allocation Distribution: In order to be considered for a distribution pursuant to the Plan of Allocation, each Former Participant must file a Former Participant Claim Form with the Settlement Administrator no later than twenty-one (21) days before the Fairness Hearing.

11. Continuance of Hearing: The Court may adjourn or continue the Fairness Hearing without further direct notice to the Class Members, other than by notice to Class Counsel.

IT IS SO ORDERED.

DATED: _____, 20__

HON. NATHANAEL COUSINS
UNITED STATES MAGISTRATE JUDGE

EXHIBIT 3

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

Jerry Johnson, et al.,

Plaintiffs,

v.

Fujitsu Technology and Business of America,
Inc., et al.,

Defendants.

Civil Action No.: 5:16-cv-03698 NC

NOTICE OF CLASS ACTION SETTLEMENT AND FAIRNESS HEARING

This is a notice of a proposed class action settlement in the above-referenced lawsuit.

Your legal rights might be affected if you are a member of the following class:

All participants and beneficiaries of the Fujitsu Group Defined Contribution and 401(k) Plan (the “Plan”) at any time on or after June 30, 2010 through September 30, 2017 (the “Class Period”), including any Beneficiary of a deceased person who was a Participant in the Plan at any time during the Class Period, and any Alternate Payees, in the case of a person subject to a Qualified Domestic Relations Order who was a Participant in the Plan at any time during the Class Period. Persons who are members of this class are called “Class Members.”

PLEASE READ THIS SETTLEMENT NOTICE CAREFULLY.

- The Court has given its preliminary approval to a proposed settlement (the “Settlement”) for the Plan as a result of a class action lawsuit brought by certain participants in the Plan against Fujitsu Technology and Business of America, Inc. (“Fujitsu”), Shepherd Kaplan LLC (“Shepherd Kaplan”), and other alleged fiduciaries (collectively, “Defendants”), alleging violations of the Employee Retirement Income Security Act (“ERISA”). Defendants deny all claims, and nothing in the Settlement is an admission or concession on Defendants’ part of any fault or liability whatsoever.
- The Settlement will provide, among other things, for the allocation of monies to Class Members. Class Members with an account with a positive balance (an “Active Account”) in the Plan as of December 6, 2017 (referred to herein as “Current Participants”) will automatically receive allocations directly to their accounts. Current Participants who have an Active Account as of December 6, 2017, but no longer have an Active Account at the time Settlement monies are distributed, will receive their allocation by check. Class Members who did not have an Active Account as of December 6, 2017 (“Former Participants”) must submit a claim form to receive an allocation, and may receive their allocation in the form of a check or a rollover.
- The terms and conditions of the Settlement are set forth in the Settlement Agreement dated [REDACTED], 2017. Capitalized terms used in this Settlement Notice but not defined in this Settlement Notice have the meanings assigned to them in the Settlement Agreement. The Settlement Agreement is available at www.settlementwebsite.com. Any amendments to the Settlement Agreement or any other settlement documents will be posted on that website. You should visit that website if you would like more information about the Settlement or the Class Action.
- Your rights and options — and the deadlines to exercise them — are explained in this Settlement Notice.
- The Court still has to decide whether to give its final approval to the Settlement. Payments under the Settlement will be made only if the Court finally approves the Settlement and that final approval is upheld in the event of any appeal.

- A hearing on the fairness of the Settlement, and certain requested Administrative Expenses, Attorneys’ Fees and Costs, and Class Representatives’ Compensation, will take place on [REDACTED], 20[REDACTED], at [REDACTED] m., before Magistrate Judge Nathanael Cousins at the United States District Court for the Northern District of California, 280 South 1st Street, San Jose, CA 95113.
- Any objections to the Settlement, or to the requested Administrative Expenses, Attorneys’ Fees and Costs, or Class Representatives’ Compensation, must be served in writing on Class Counsel and Defendants’ Counsel, as identified on page 6 of this Settlement Notice, and also filed with the Court.
- Further information regarding the Class Action and the Settlement may be obtained at [www.settlementwebsite.com].

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT:	
THE PLAN’S RECORDS INDICATE YOU ARE A CURRENT PARTICIPANT. YOU WILL NEED TO CONTACT THE SETTLEMENT ADMINISTRATOR IF THIS IS NOT CORRECT.	<u>The Plan’s records indicate that you are a Current Participant.</u> You do not need to do anything to receive your share of the Net Settlement Amount. If, however, you are a “Former Participant” who did not have an Active Account in the Plan as of December 6, 2017, or are the beneficiary, alternate payee, or attorney-in-fact of such a person, then, unlike a Current Participant, you must mail a Former Participant Claim Form postmarked on or before [REDACTED], 20[REDACTED] to receive a share of the Net Settlement Amount. If you are a Former Participant, and you do not mail the Former Participant Claim Form postmarked on or before [REDACTED], 20[REDACTED], you will forfeit your share of the Net Settlement Amount. If you believe you are a Former Participant, a claim form may be obtained by calling the Settlement Administrator at [phone number] or by accessing [www.settlementwebsite.com].
YOU CAN OBJECT (NO LATER THAN [REDACTED], 20[REDACTED])	If you wish to object to the Settlement, you may write to the Court and counsel about why you object to the Settlement. The deadline for objections is [REDACTED], 20[REDACTED].
YOU CAN ATTEND A HEARING ON [REDACTED], 20[REDACTED]	You may also attend the Fairness Hearing regarding the Settlement, which will be held on [DATE OF HEARING]. You may attend the hearing even if you do not file a written objection, but you will not be permitted to address the Court if you do not notify the Court and counsel of your intention to appear at the hearing at least 28 days in advance of the hearing.

The Class Action

The case is called *Jerry Johnson, et al., v. Fujitsu Technology and Business of America, Inc., et al.*, Case No. 5:16-cv-03698 NC (N.D.Cal.) (the “Class Action”). It has been pending since June 30, 2016. The Court supervising the case is the U.S. District Court for the Northern District of California. Prior to reaching a settlement, the parties agreed to have this case heard by Magistrate Judge Nathanael Cousins instead of a District Court judge, pursuant to 28 U.S.C. § 636. The individuals who brought this suit are called Class Representatives, and the persons they sued are called Defendants. The Class Representatives are Jerry Johnson, Jesse Perry, Yolanda Weir, Karen White, Todd Salisbury, Peter Hitt, Patricia Collier, and Verlin Laine. They are all current or former participants in the Plan. The Defendants are Fujitsu, the Fujitsu Group Defined Contribution and 401(k) Plan Administrative Committee (“Administrative Committee”), the Fujitsu Group Defined Contribution and 401(k) Plan Investment Committee (“Investment Committee”), Shepherd Kaplan LLC, Pete Apor, Belinda Bellamy, and Sunita Bicchieri. The Class Representatives’ claims are described below, and additional information about them is available at [www.settlementwebsite.com].

The Settlement

Following mediation with a neutral party, a Settlement has been reached. As part of the Settlement, a Qualified Settlement Fund of \$14,000,000 (the Gross Settlement Amount) will be established to resolve the Class Action. The Net Settlement Amount is \$14,000,000 minus any Court-approved Administrative Expenses, Attorneys’ Fees and Costs, and Class Representatives’ Compensation. The Net Settlement Amount will be allocated to Class Members according to a Plan of Allocation to be approved by the Court.

Statement of Attorneys' Fees, Costs, and Class Representatives' Compensation Sought in the Class Action

Class Counsel has devoted many hours to investigating the facts, preparing the lawsuit, reviewing documents requested from Defendants, negotiating the Settlement, and supporting the Settlement through court procedures. During that time, they also have advanced costs necessary to pursue the Class Action. Class Counsel have engaged in substantial investigation and analysis of the Plan in order to obtain the monetary benefits in this Settlement. Class Counsel took the risk of litigation and have not been paid for any of their time or for any of these costs throughout the time this case has been pending.

Class Counsel will apply to the Court for payment of Attorneys' Fees and Costs for their work in the case. The amount of fees (not including costs) that Class Counsel will request will not exceed twenty-five percent (25%) of the Gross Settlement Amount. In addition, Class Counsel will seek reimbursement of their litigation-related costs and reimbursement of Administrative Expenses in connection with the Settlement. Any Attorneys' Fees and Costs awarded by the Court to Class Counsel will be paid from the Qualified Settlement Fund.

As is customary in class action cases in which the Class Representatives have spent time and effort on the litigation, Class Counsel also will ask the Court to approve payments, not to exceed \$7,500, for each of the Class Representatives who took on the risk of litigation, assisted Class Counsel in investigating the claims of the Class, and committed to spend the time necessary to bring the case to conclusion. Their activities included assisting in the factual investigation of the case by Class Counsel, sharing documents and information with Class Counsel, and giving overall support to the case. Any Class Representatives' Compensation awarded by the Court will be paid from the Qualified Settlement Fund. A full and formal application for Administrative Expenses, Attorneys' Fees and Costs, and Class Representatives' Compensation will be filed with the Court and made available on the Settlement Website, www.settlementwebsite.com, once it is filed.

1. Why Did I Receive This Settlement Notice?

The Court caused this Settlement Notice to be sent to you because the Plan's records indicate that you may be a Class Member. If you fall within the definition of the Class, you have a right to know about the Settlement and about all of the options available to you before the Court decides whether to give its final approval to the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the Net Settlement Amount will be allocated among Class Members according to a Court-approved Plan of Allocation.

2. What Is The Class Action About?

In the Class Action, the Class Representatives claim that Defendants failed to prudently control Plan costs and failed prudently to manage the Plan's investments in the best interests of Plan participants and beneficiaries, and thereby breached fiduciary duties to the Plan and its participants and beneficiaries under Subchapter I, Subtitle B, Part 4 of ERISA.

Defendants have denied and continue to deny the claims and contentions of the Class Representatives. Defendants also deny that they are liable at all to the Class, and deny that the Class or the Plan have suffered any harm or damage for which Defendants could or should be held responsible. Nothing in the Settlement Agreement is an admission or concession on Defendants' part of any fault or liability whatsoever.

3. Why Is There A Settlement?

The Court has not reached a final decision as to the Class Representatives' claims. Instead, the Class Representatives and Defendants have agreed to the Settlement. The Settlement is the product of extensive negotiations between the Settling Parties, Class Counsel and defense counsel, along with the services of a private mediator. The parties to the Settlement have taken into account the uncertainty and risks of litigation and have concluded that it is desirable to settle on the terms and conditions set forth in the Settlement Agreement. The Class Representatives and Class Counsel believe that the Settlement is best for all Class Members.

4. What Does The Settlement Provide?

Under the Settlement, \$14,000,000 will be paid into a Qualified Settlement Fund to resolve the claims of the Settlement Class. The Net Settlement Amount (after deduction of any Court-approved Attorneys' Fees, Costs, Administrative Expenses, or Class Representatives' Compensation) will be allocated to Class Members according to a Plan of Allocation to be approved by the Court (as explained further on page 5 below). Allocations to Current Participants who are entitled to a distribution under the Plan of Allocation will be made into their existing accounts in the Plan (unless they are no longer Current Participants at the time of distribution, in which case they will receive a check). Former Participants who submit a claim and are entitled to a distribution may receive their distribution as a check or, if available and they elect, as a rollover to a qualified retirement account.

In exchange for the relief provided by the Settlement, all Class Members and anyone claiming through them will fully release Defendants and other "Released Parties" from the "Released Claims." The Released Parties include (a) each Defendant, (b) each Defendant's past, present, and future parent corporation(s), and (c) each Defendant's past, present, and future affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, and assigns, (d) with respect to (a) through (c) above, all of their affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, assigns, employee benefit plan fiduciaries (with the exception of the Independent Fiduciary retained to review the Settlement), administrators, service providers (including their owners and employees), consultants, subcontractors, boards of trustees, boards of directors, officers, trustees, directors, partners, agents, managers, members, employees, independent contractors, representatives, attorneys, administrators, fiduciaries, insurers, co-insurers, reinsurers, accountants, auditors, advisors, consultants, personal representatives, spouses, heirs, executors, administrators, associates, members of their immediate families, and all persons acting under, by, through, or in concert with any of them, and (e) the Plan and any and all administrators, fiduciaries, parties in interest, and trustees of the Plan (with the exception of the Independent Fiduciary). The Released Claims include any and all actual or potential claims, actions, demands, rights, obligations, liabilities, damages, attorneys' fees, expenses, costs, and causes of action, including both known and unknown claims, and claims for monetary, injunctive, or other relief, based on facts existing as of [date of the preliminary approval order] against any of the Released Parties:

- a. That were asserted or could have been asserted in the Action under Subchapter I, Subtitle B, Part 4 of the Employee Retirement Security Act of 1974, as amended, or that did or could arise out of, relate to or have been connected with the conduct alleged in the Complaint or Amended Complaint;
- b. That would be barred by *res judicata* based on entry by the Court of the Final Approval Order;
- c. That relate to the direction to calculate, the calculation of, and/or the method or manner of allocation of the Net Settlement Amount pursuant to the Plan of Allocation; or
- d. That relate to the approval by the Independent Fiduciary of the Settlement Agreement, unless brought against the Independent Fiduciary alone.

This is *only* a summary of the Released Parties and Released Claims. The governing releases are found within the Settlement Agreement at [www.settlementwebsite.com]. Generally, the release means that Class Members will not have the right to sue the Defendants or related parties for conduct during the Class Period arising out of or relating to the allegations in the Class Action. The entire Settlement Agreement is available at [www.settlementwebsite.com].

5. How Much Will My Distribution Be?

The amount, if any, that will be allocated to you will be based upon records maintained by the Plan's recordkeepers. Calculations regarding the individual distributions will be performed by the Settlement Administrator, whose determinations will be final and binding, pursuant to the Court-approved Plan of Allocation.

To receive a distribution from the Net Settlement Amount, you must either be a (1) "Current Participant" as defined on page 1 or (2) an "Authorized Former Participant" (a "Former Participant" as defined on page 1 who submitted a completed, satisfactory Former Participant Claim Form by the deadline), or (3) a Beneficiary or Alternate Payee of persons identified in (1) or (2).

U.S. District Court for the Northern District of California, 280 South 1st Street, Room 2112, San Jose, CA 95113. Your written objection also must be mailed to the lawyers listed below, no later than [REDACTED], 20 [REDACTED].

CLASS COUNSEL	DEFENDANTS' COUNSEL
NICHOLS KASTER PLLP Attn: Fujitsu 401(k) Plan Settlement 4600 IDS Center 80 S. 8th St. Minneapolis, MN 55402	ORRICK, HERRINGTON & SUTCLIFFE LLP Attn: Michael Delikat & John Giansello 51 West 52nd Street New York, NY 10019 MORGAN LEWIS & BOCKIUS LLP Attn: Abbey Glenn 1111 Pennsylvania Avenue, NW Washington, DC 20004

12. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold a Fairness Hearing at [REDACTED] m. on [REDACTED], 20 [REDACTED], at the U.S. District Court for the Northern District of California, 280 South 1st Street, Courtroom 7, San Jose, CA 95113. At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court also will consider the requested attorneys' fees, costs, administrative expenses, and Class Representatives' Compensation. If there are objections, the Court will consider them then. Please note that the time and location of the Fairness Hearing is subject to change. If there are any changes to the time or location of the hearing, they will be posted on the settlement website, [www.settlementwebsite.com].

13. Do I Have To Attend The Fairness Hearing?

No, but you are welcome to come at your own expense. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection on time, the Court will consider it.

14. May I Speak At The Fairness Hearing?

If you are a Class Member, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter or other paper called a "Notice of Intention to Appear at Fairness Hearing in *Jerry Johnson, et al., v. Fujitsu Technology and Business of America, Inc., et al.*, Case No. 5:16-cv-03698 NC (N.D.Cal.)." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be mailed to the attorneys and filed with the Clerk of the Court, at the addresses listed in the Answer to Question No. 11, no later than [REDACTED], 20 [REDACTED].

15. What Happens If I Do Nothing At All?

If you are a "Current Participant" as defined on page 1, and you do nothing, you will receive your pro rata share of the Net Settlement Amount, if the Settlement is finally approved. If you are a "Former Participant" as defined on page 1, and you do nothing, you will be bound by the Settlement of the Class Action as described above in this Settlement Notice if the Settlement is finally approved, but you will not receive any money. Former participants must timely submit a claim form to receive monetary compensation.

16. How Do I Get More Information?

If you have questions regarding the Settlement, you can visit [www.settlementwebsite.com], call [phone number], or write to the Settlement Administrator at [street address, city, state, ZIP]. All papers filed in this lawsuit are also available for review via the Public Access to Court Electronic Records System (PACER), at <http://www.pacer.gov>, and can be reviewed in person during regular business hours at the Office of the Clerk of the United States District Court for the Northern District of California, 280 South 1st Street, San Jose, CA 95113.

EXHIBIT 4

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

Jerry Johnson, et al.,

Plaintiffs,

v.

Fujitsu Technology and Business of America,
Inc., et al.,

Defendants.

Civil Action No.: 5:16-cv-03698 NC

NOTICE OF CLASS ACTION SETTLEMENT AND FAIRNESS HEARING

**This is a notice of a proposed class action settlement in the above-referenced lawsuit.
Your legal rights might be affected if you are a member of the following class:**

All participants and beneficiaries of the Fujitsu Group Defined Contribution and 401(k) Plan (the “Plan”) at any time on or after June 30, 2010 through September 30, 2017 (the “Class Period”), including any Beneficiary of a deceased person who was a Participant in the Plan at any time during the Class Period, and any Alternate Payees, in the case of a person subject to a Qualified Domestic Relations Order who was a Participant in the Plan at any time during the Class Period. Persons who are members of this class are called “Class Members.”

PLEASE READ THIS SETTLEMENT NOTICE CAREFULLY.

- The Court has given its preliminary approval to a proposed settlement (the “Settlement”) for the Plan as a result of a class action lawsuit brought by certain participants in the Plan against Fujitsu Technology and Business of America, Inc. (“Fujitsu”), Shepherd Kaplan LLC (“Shepherd Kaplan”), and other alleged fiduciaries (collectively, “Defendants”), alleging violations of the Employee Retirement Income Security Act (“ERISA”). Defendants deny all claims, and nothing in the Settlement is an admission or concession on Defendants’ part of any fault or liability whatsoever.
- The Settlement will provide, among other things, for the allocation of monies to Class Members. Class Members with an account with a positive balance (an “Active Account”) in the Plan as of December 6, 2017 (referred to herein as “Current Participants”) will automatically receive allocations directly to their accounts. Current Participants who have an Active Account as of December 6, 2017, but no longer have an Active Account at the time Settlement monies are distributed, will receive their allocation by check. Class Members who did not have an Active Account as of December 6, 2017 (“Former Participants”) must submit a claim form to receive an allocation, and may receive their allocation in the form of a check or a rollover.
- The terms and conditions of the Settlement are set forth in the Settlement Agreement dated [REDACTED], 2017. Capitalized terms used in this Settlement Notice but not defined in this Settlement Notice have the meanings assigned to them in the Settlement Agreement. The Settlement Agreement is available at www.settlementwebsite.com. Any amendments to the Settlement Agreement or any other settlement documents will be posted on that website. You should visit that website if you would like more information about the Settlement or the Class Action.
- Your rights and options — and the deadlines to exercise them — are explained in this Settlement Notice.
- The Court still has to decide whether to give its final approval to the Settlement. Payments under the Settlement will be made only if the Court finally approves the Settlement and that final approval is upheld in the event of any appeal.

- A hearing on the final approval of the Settlement, and certain requested Administrative Expenses, Attorneys’ Fees and Costs, and Class Representatives’ Compensation, will take place on [REDACTED], 20 [REDACTED], at [REDACTED] m., before Magistrate Judge Nathanael Cousins at the United States District Court for the Northern District of California, 280 South 1st Street, San Jose, CA 95113.
- Any objections to the Settlement, or to the requested Administrative Expenses, Attorneys’ Fees and Costs, or Class Representatives’ Compensation, must be served in writing on Class Counsel and Defendants’ Counsel, as identified on page 6 of this Settlement Notice, and also filed with the Court.
- Further information regarding the Class Action and the Settlement may be obtained at [www.settlementwebsite.com].

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT:	
THE PLAN’S RECORDS INDICATE YOU ARE A FORMER PARTICIPANT. YOU MUST MAIL A CLAIM FORM POSTMARKED ON OR BEFORE [REDACTED], 20 [REDACTED] TO RECEIVE ANY MONIES FROM THE SETTLEMENT	The Plan’s records indicate that you are a Former Participant. You must mail a Former Participant Claim Form postmarked on or before [REDACTED], 20 [REDACTED] to receive your share of the Net Settlement Amount. If you do not mail the Former Participant Claim Form postmarked on or before [REDACTED], 20 [REDACTED], you will forfeit your share of the Net Settlement Amount.
YOU CAN OBJECT (NO LATER THAN [REDACTED], 20 [REDACTED])	If you wish to object to the Settlement, you may write to the Court and counsel about why you object to the Settlement. The deadline for objections is [REDACTED], 20 [REDACTED].
YOU CAN ATTEND A HEARING ON [REDACTED], 20 [REDACTED]	You may also attend the Fairness Hearing regarding the Settlement, which will be held on [DATE OF HEARING]. You may attend the hearing even if you do not file a written objection, but you will not be permitted to address the Court if you do not notify the Court and counsel of your intention to appear at the hearing at least 28 days in advance of the hearing.

The Class Action

The case is called *Jerry Johnson, et al., v. Fujitsu Technology and Business of America, Inc., et al.*, Case No. 5:16-cv-03698 NC (N.D.Cal.) (the “Class Action”). It has been pending since June 30, 2016. The Court supervising the case is the U.S. District Court for the Northern District of California. Prior to reaching a settlement, the parties agreed to have this case heard by Magistrate Judge Nathanael Cousins instead of a District Court judge, pursuant to 28 U.S.C. § 636. The individuals who brought this suit are called Class Representatives, and the persons they sued are called Defendants. The Class Representatives are Jerry Johnson, Jesse Perry, Yolanda Weir, Karen White, Todd Salisbury, Peter Hitt, Patricia Collier, and Verlin Laine. They are all current or former participants in the Plan. The Defendants are Fujitsu, the Fujitsu Group Defined Contribution and 401(k) Plan Administrative Committee (“Administrative Committee”), the Fujitsu Group Defined Contribution and 401(k) Plan Investment Committee (“Investment Committee”), Shepherd Kaplan LLC, Pete Apor, Belinda Bellamy, and Sunita Bicchieri. The Class Representatives’ claims are described below, and additional information about them is available at [www.settlementwebsite.com].

The Settlement

Following mediation with a neutral party, a Settlement has been reached. As part of the Settlement, a Qualified Settlement Fund of \$14,000,000 (the Gross Settlement Amount) will be established to resolve the Class Action. The Net Settlement Amount is \$14,000,000 minus any Court-approved Administrative Expenses, Attorneys’ Fees and Costs, and Class Representatives’ Compensation. The Net Settlement Amount will be allocated to Class Members according to a Plan of Allocation to be approved by the Court.

Statement of Attorneys' Fees, Costs, and Class Representatives' Compensation Sought in the Class Action

Class Counsel has devoted many hours to investigating the facts, preparing the lawsuit, reviewing documents requested from Defendants, negotiating the Settlement, and supporting the Settlement through court procedures. During that time, they also have advanced costs necessary to pursue the Class Action. Class Counsel have engaged in substantial investigation and analysis of the Plan in order to obtain the monetary benefits in this Settlement. Class Counsel took the risk of litigation and have not been paid for any of their time or for any of these costs throughout the time this case has been pending.

Class Counsel will apply to the Court for payment of Attorneys' Fees and Costs for their work in the case. The amount of fees (not including costs) that Class Counsel will request will not exceed twenty-five percent (25%) of the Gross Settlement Amount. In addition, Class Counsel will seek reimbursement of their litigation-related costs and reimbursement of Administrative Expenses in connection with the Settlement. Any Attorneys' Fees and Costs awarded by the Court to Class Counsel will be paid from the Qualified Settlement Fund.

As is customary in class action cases in which the Class Representatives have spent time and effort on the litigation, Class Counsel also will ask the Court to approve payments, not to exceed \$7,500, for each of the Class Representatives who took on the risk of litigation, assisted Class Counsel in investigating the claims of the Class, and committed to spend the time necessary to bring the case to conclusion. Their activities included assisting in the factual investigation of the case by Class Counsel, sharing documents and information with Class Counsel, and giving overall support to the case. Any Class Representatives' Compensation awarded by the Court will be paid from the Qualified Settlement Fund. A full and formal application for Administrative Expenses, Attorneys' Fees and Costs, and Class Representatives' Compensation will be filed with the Court and made available on the Settlement Website, www.settlementwebsite.com, once it is filed.

1. Why Did I Receive This Settlement Notice?

The Court caused this Settlement Notice to be sent to you because the Plan's records indicate that you may be a Class Member. If you fall within the definition of the Class, you have a right to know about the Settlement and about all of the options available to you before the Court decides whether to give its final approval to the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the Net Settlement Amount will be allocated among Class Members according to a Court-approved Plan of Allocation.

2. What Is The Class Action About?

In the Class Action, the Class Representatives claim that Defendants failed to prudently control Plan costs and failed prudently to manage the Plan's investments in the best interests of Plan participants and beneficiaries, and thereby breached fiduciary duties to the Plan and its participants and beneficiaries under Subchapter I, Subtitle B, Part 4 of ERISA.

Defendants have denied and continue to deny the claims and contentions of the Class Representatives. Defendants also deny that they are liable at all to the Class, and deny that the Class or the Plan have suffered any harm or damage for which Defendants could or should be held responsible. Nothing in the Settlement Agreement is an admission or concession on Defendants' part of any fault or liability whatsoever.

3. Why Is There A Settlement?

The Court has not reached a final decision as to the Class Representatives' claims. Instead, the Class Representatives and Defendants have agreed to the Settlement. The Settlement is the product of extensive negotiations between the Settling Parties, Class Counsel, and defense counsel, along with the services of a private mediator. The parties to the Settlement have taken into account the uncertainty and risks of litigation and have concluded that it is desirable to settle on the terms and conditions set forth in the Settlement Agreement. The Class Representatives and Class Counsel believe that the Settlement is best for all Class Members.

4. What Does The Settlement Provide?

Under the Settlement, \$14,000,000 will be paid into a Qualified Settlement Fund to resolve the claims of the Settlement Class. The Net Settlement Amount (after deduction of any Court-approved Attorneys' Fees, Costs, Administrative Expenses, or Class Representatives' Compensation) will be allocated to Class Members according to a Plan of Allocation to be approved by the Court (as explained further on page 5 below). Allocations to Current Participants who are entitled to a distribution under the Plan of Allocation will be made into their existing accounts in the Plan (unless they are no longer Current Participants at the time of distribution, in which case they will receive a check). Former Participants who submit a claim and are entitled to a distribution may receive their distribution as a check or, if available and they elect, as a rollover to a qualified retirement account.

In exchange for the relief provided by the Settlement, all Class Members and anyone claiming through them will fully release Defendants and other "Released Parties" from the "Released Claims." The Released Parties include (a) each Defendant, (b) each Defendant's past, present, and future parent corporation(s), and (c) each Defendant's past, present, and future affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, and assigns, (d) with respect to (a) through (c) above, all of their affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, assigns, employee benefit plan fiduciaries (with the exception of the Independent Fiduciary retained to review the Settlement), administrators, service providers (including their owners and employees), consultants, subcontractors, boards of trustees, boards of directors, officers, trustees, directors, partners, agents, managers, members, employees, independent contractors, representatives, attorneys, administrators, fiduciaries, insurers, co-insurers, reinsurers, accountants, auditors, advisors, consultants, personal representatives, spouses, heirs, executors, administrators, associates, members of their immediate families, and all persons acting under, by, through, or in concert with any of them, and (e) the Plan and any and all administrators, fiduciaries, parties in interest, and trustees of the Plan (with the exception of the Independent Fiduciary). The Released Claims include any and all actual or potential claims, actions, demands, rights, obligations, liabilities, damages, attorneys' fees, expenses, costs, and causes of action, including both known and unknown claims, and claims for monetary, injunctive, or other relief, based on facts existing as of [date of the preliminary approval order] against any of the Released Parties:

- a. That were asserted or could have been asserted in the Action under Subchapter I, Subtitle B, Part 4 of the Employee Retirement Security Act of 1974, as amended, or that did or could arise out of, relate to or have been connected with the conduct alleged in the Complaint or Amended Complaint;
- b. That would be barred by *res judicata* based on entry by the Court of the Final Approval Order;
- c. That relate to the direction to calculate, the calculation of, and/or the method or manner of allocation of the Net Settlement Amount pursuant to the Plan of Allocation; or
- d. That relate to the approval by the Independent Fiduciary of the Settlement Agreement, unless brought against the Independent Fiduciary alone.

This is *only* a summary of the Released Parties and Released Claims. The governing releases are found within the Settlement Agreement at [www.settlementwebsite.com]. Generally, the release means that Class Members will not have the right to sue the Defendants or related parties for conduct during the Class Period arising out of or relating to the allegations in the Class Action. The entire Settlement Agreement is available at [www.settlementwebsite.com].

5. How Much Will My Distribution Be?

The amount, if any, that will be allocated to you will be based upon records maintained by the Plan's recordkeepers. Calculations regarding the individual distributions will be performed by the Settlement Administrator, whose determinations will be final and binding, pursuant to the Court-approved Plan of Allocation.

To receive a distribution from the Net Settlement Amount, you must either be a (1) "Current Participant" as defined on page 1 or (2) an "Authorized Former Participant" (a "Former Participant" as defined on page 1 who submitted a completed, satisfactory Former Participant Claim Form by the deadline), or (3) a Beneficiary or Alternate Payee of persons identified in (1) or (2).

The Net Settlement Amount will be divided pro rata among eligible Class Members based on each eligible Class Member's quarterly account balances during the Class Period. Account balances from the beginning of the Class Period through the third quarter of 2016 will be weighted at a rate of 10 times the dollar amount invested, and account balances from the fourth quarter of 2016 until the end of the Class Period will be weighted at a rate of 1 times the dollar amount invested. There are approximately 22,705 Class Members. Note that if you are an Alternate Payee pursuant to a Qualified Domestic Relations Order, your portion of the Settlement will be distributed pursuant to the terms of that order. If the dollar amount of the settlement payment to an Authorized Former Participant is calculated to be \$5 or less, then that Authorized Former Participant's payment or pro rata share shall be zero for all purposes.

6. How Can I Receive My Distribution?

Whether you need to submit a claim form to receive your distribution depends on whether you are considered a "Current Participant" or a "Former Participant." **According to Fujitsu's records, you are a Former Participant. Therefore, you must return a valid, timely Former Participant Claim Form to receive your share of the Settlement. The Former Participant Claim Form is included with this Notice.**

7. When Will I Receive My Distribution?

The timing of the distribution of the Net Settlement Amount is conditioned on several matters, including the Court's final approval of the Settlement and that approval becoming final and no longer subject to any appeals in any court. An appeal of any final approval order may take several years. If the Settlement is approved by the Court, and there are no appeals, the Settlement distribution likely will occur within six months of the Court's Final Approval Order. **There will be no payments under the Settlement if the Settlement Agreement is terminated.**

8. Can I Get Out Of The Settlement?

No. The Class has been certified under Federal Rule of Civil Procedure 23(b)(1). Therefore, as a Class Member, you are bound by the Settlement (if it receives final Court approval) and any judgments or orders that are entered in the Class Action. If you wish to object to any part of the Settlement, you may (as discussed below) write to the Court and counsel about why you object to the Settlement.

9. Do I Have A Lawyer In The Case?

The Court has appointed the law firm Nichols Kaster, PLLP in Minneapolis, Minnesota as Class Counsel in the Class Action. If you want to be represented by your own lawyer, you may hire one at your own expense.

10. How Will The Lawyers Be Paid?

Class Counsel will file a motion for an award of Attorneys' Fees, Costs, and Administrative Expenses at least 30 days prior to the objection deadline. This motion will be considered at the Fairness Hearing. Class Counsel will limit their application for Attorneys' Fees to not more than 25% of the Qualified Settlement Fund. Class Counsel also will seek to recover all actual and anticipated litigation costs and administrative expenses associated with the Settlement. In addition, the Class Representatives will seek compensation of no more than \$7,500 each. The Court will determine the amount of fees, costs, administrative expenses, and Class Representative compensation that will be awarded, if any.

11. How Do I Tell The Court If I Don't Like The Settlement?

If you are a Class Member, you can tell the Court that you do not agree with the Settlement or some part of it. You can also object to the requested fees, costs, administrative expenses, and Class Representative compensation. To object, you must send the Court a written statement that you object to the Settlement in *Jerry Johnson, et al., v. Fujitsu Technology and Business of America, Inc., et al.*, Case No. 5:16-cv-03698 NC (N.D.Cal.). Be sure to include your name, address, telephone number, signature, and a full explanation of why you object to the Settlement. Your written objection must be received by the Court no later than [REDACTED], 20 [REDACTED]. The Court's address is Clerk of the Court, U.S. District Court for the Northern District of California, 280 South 1st Street, Room 2112, San Jose, CA 95113. Your written objection also must be mailed to the lawyers listed below, no later than [REDACTED], 20 [REDACTED].

CLASS COUNSEL	DEFENDANTS' COUNSEL
NICHOLS KASTER PLLP Attn: Fujitsu 401(k) Plan Settlement 4600 IDS Center 80 S. 8th St. Minneapolis, MN 55402	ORRICK, HERRINGTON & SUTCLIFFE LLP Attn: Michael Delikat & John Giansello 51 West 52nd Street New York, NY 10019 MORGAN LEWIS & BOCKIUS LLP Attn: Abbey Glenn 1111 Pennsylvania Avenue, NW Washington, DC 20004

12. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold a Fairness Hearing at [redacted] m. on [redacted], 20 [redacted], at the U.S. District Court for the Northern District of California, 280 South 1st Street, Courtroom 7, San Jose, CA 95113. At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court also will consider the requested attorneys' fees, costs, administrative expenses, and Class Representatives' Compensation. If there are objections, the Court will consider them then. Please note that the time and location of the Fairness Hearing is subject to change. If there are any changes to the time or location of the hearing, they will be posted on the settlement website, [www.settlementwebsite.com].

13. Do I Have To Attend The Fairness Hearing?

No, but you are welcome to come at your own expense. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection on time, the Court will consider it when the Court considers whether to approve the Settlement as fair, reasonable and adequate.

14. May I Speak At The Fairness Hearing?

If you are a Class Member, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter or other paper called a "Notice of Intention to Appear at Fairness Hearing in *Jerry Johnson, et al., v. Fujitsu Technology and Business of America, Inc., et al.*, Case No. 5:16-cv-03698 NC (N.D.Cal.)." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be mailed to the attorneys and filed with the Clerk of the Court, at the addresses listed in the Answer to Question No. 11, no later than [redacted], 20 [redacted].

15. What Happens If I Do Nothing At All?

If you are a "Former Participant" as defined on page 1, and you do nothing, you will be bound by the Settlement of the Class Action as described above in this Settlement Notice if the Settlement is finally approved, but you will not receive any money. Former participants must timely submit a claim form to receive monetary compensation.

16. How Do I Get More Information?

If you have questions regarding the Settlement, you can visit [www.settlementwebsite.com], call [phone number], or write to the Settlement Administrator at [street address, city, state, ZIP]. All papers filed in this lawsuit are also available for review via the Public Access to Court Electronic Records System (PACER), at <http://www.pacer.gov>, and can be reviewed in person during regular business hours at the Office of the Clerk of the United States District Court for the Northern District of California, 280 South 1st Street, San Jose, CA 95113.

SPECIAL TAX NOTICE FROM THE SETTLEMENT ADMINISTRATOR

YOUR ROLLOVER OPTIONS

You are receiving this notice because all or a portion of a payment you are receiving as a result of the Settlement may be eligible to be rolled over to an IRA or an employer plan. This notice is intended to help you decide whether to do such a rollover.

This notice describes the rollover rules that apply to payments from the Settlement that are not from a designated Roth account (a type of account with special tax rules in some employer plans).

Rules that apply to most payments are described in the “General Information About Rollovers” section below. Special rules that only apply in certain circumstances are described in the “Special Rules and Options” section below.

GENERAL INFORMATION ABOUT ROLLOVERS

How can a rollover affect my taxes?

You will be taxed on a payment from the Settlement if you do not roll it over. If you are under age 59½ and do not do a rollover, you will also have to pay a 10% additional income tax on early distributions (unless an exception applies). However, if you do a rollover, you will not have to pay tax until you receive payments later and the 10% additional income tax will not apply if those payments are made after you are age 59½ (or if an exception applies).

Where may I roll over the payment?

You may roll over the payment to either an IRA (an individual retirement account or individual retirement annuity) or an employer plan (a tax-qualified plan, section 403(b) plan, or governmental section 457(b) plan) that will accept the rollover. The rules of the IRA or employer plan that holds the rollover will determine your investment options, fees, and rights to payment from the IRA or employer plan (for example, no spousal consent rules apply to IRAs and IRAs may not provide loans). Further, the amount rolled over will become subject to the tax rules that apply to the IRA or employer plan.

How do I do a rollover?

There are two ways to do a rollover. You can do either a direct rollover or a 60-day rollover.

If you do a direct rollover, the Settlement will make the payment directly to your IRA or an employer plan. You should contact the IRA sponsor or the administrator of the employer plan for information on how to do a direct rollover.

If you do not do a direct rollover, you may still do a rollover by making a deposit into an IRA or eligible employer plan that will accept it. You will have 60 days after you receive the payment to make the deposit. If you do not do a direct rollover, the Settlement is required to withhold 20% of the payment for federal income taxes (up to the amount of cash and property received other than employer stock). This means that, in order to roll over the entire payment in a 60-day rollover, you must use other funds to make up for the 20% withheld. If you do not roll over the entire amount of the payment, the portion not rolled over will be

taxed and will be subject to the 10% additional income tax on early distributions if you are under age 59½ (unless an exception applies).

How much may I roll over?

If you wish to do a rollover, you may roll over all or part of the amount eligible for rollover. Any payment from the Settlement is eligible for rollover, except:

- Certain payments spread over a period of at least 10 years or over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Required minimum distributions after age 70½ (or after death)
- Hardship distributions
- ESOP dividends
- Corrective distributions of contributions that exceed tax law limitations
- Loans treated as deemed distributions (for example, loans in default due to missed payments before your employment ends)
- Cost of life insurance paid by the Plan
- Contributions made under special automatic enrollment rules that are withdrawn pursuant to your request within 90 days of enrollment
- Amounts treated as distributed because of a prohibited allocation of S corporation stock under an ESOP (also, there will generally be adverse tax consequences if you roll over a distribution of S corporation stock to an IRA)

The Settlement Administrator or the payor can tell you what portion of a payment is eligible for rollover.

If I don't do a rollover, will I have to pay the 10% additional income tax on early distributions?

If you are under age 59½, you will have to pay the 10% additional income tax on early distributions for any payment from the Settlement (including amounts withheld for income tax) that you do not roll over, unless one of the exceptions listed below applies. This tax is in addition to the regular income tax on the payment not rolled over.

The 10% additional income tax does not apply to the following payments from the Settlement:

- Payments made after you separate from service if you will be at least age 55 in the year of the separation
- Payments that start after you separate from service if paid at least annually in equal or close to equal amounts over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Payments from a governmental defined benefit pension plan made after you separate from service if you are a public safety employee and you are at least age 50 in the year of the separation
- Payments made due to disability
- Payments after your death
- Payments of ESOP dividends
- Corrective distributions of contributions that exceed tax law limitations
- Cost of life insurance paid by the Plan

- Contributions made under special automatic enrollment rules that are withdrawn pursuant to your request within 90 days of enrollment
- Payments made directly to the government to satisfy a federal tax levy
- Payments made under a qualified domestic relations order (QDRO)
- Payments up to the amount of your deductible medical expenses
- Certain payments made while you are on active duty if you were a member of a reserve component called to duty after September 11, 2001 for more than 179 days
- Payments of certain automatic enrollment contributions requested to be withdrawn within 90 days of the first contribution.

If I do a rollover to an IRA, will the 10% additional income tax apply to early distributions from the IRA?

If you receive a payment from an IRA when you are under age 59½, you will have to pay the 10% additional income tax on early distributions from the IRA, unless an exception applies. In general, the exceptions to the 10% additional income tax for early distributions from an IRA are the same as the exceptions listed above for early distributions from a settlement involving a plan. However, there are a few differences for payments from an IRA, including:

- There is no exception for payments after separation from service that are made after age 55.
- The exception for qualified domestic relations orders (QDROs) does not apply (although a special rule applies under which, as part of a divorce or separation agreement, a tax-free transfer may be made directly to an IRA of a spouse or former spouse).
- The exception for payments made at least annually in equal or close to equal amounts over a specified period applies without regard to whether you have had a separation from service.
- There are additional exceptions for (1) payments for qualified higher education expenses, (2) payments up to \$10,000 used in a qualified first-time home purchase, and (3) payments after you have received unemployment compensation for 12 consecutive weeks (or would have been eligible to receive unemployment compensation but for self-employed status).

Will I owe State income taxes?

This notice does not describe any State or local income tax rules (including withholding rules).

SPECIAL RULES AND OPTIONS

If you miss the 60-day rollover deadline

Generally, the 60-day rollover deadline cannot be extended. However, the IRS has the limited authority to waive the deadline under certain extraordinary circumstances, such as when external events prevented you from completing the rollover by the 60-day rollover deadline. To apply for a waiver, you must file a private letter ruling request with the IRS. Private letter ruling requests require the payment of a nonrefundable user fee. For more information, see IRS Publication 590, Individual Retirement Arrangements (IRAs).

If you were born on or before January 1, 1936

If you were born on or before January 1, 1936 and receive a lump sum distribution that you do not roll over, special rules for calculating the amount of the tax on the payment might apply to you. For more information,

see IRS Publication 575, Pension and Annuity Income.

If you roll over your payment to a Roth IRA

You can roll over a payment made before January 1, 2010 to a Roth IRA only if your modified adjusted gross income is not more than \$100,000 for the year the payment is made to you and, if married, you file a joint return. These limitations do not apply to payments made to you after 2009. If you wish to roll over the payment to a Roth IRA, but you are not eligible to do a rollover to a Roth IRA until after 2009, you can do a rollover to a traditional IRA and then, after 2009, elect to convert the traditional IRA into a Roth IRA.

If you roll over the payment to a Roth IRA, a special rule applies under which the amount of the payment rolled over (reduced by any after-tax amounts) will be taxed. However, the 10% additional income tax on early distributions will not apply (unless you take the amount rolled over out of the Roth IRA within 5 years, counting from January 1 of the year of the rollover). For payments during 2010 that are rolled over to a Roth IRA, the taxable amount can be spread over a 2-year period starting in 2011.

If you roll over the payment to a Roth IRA, later payments from the Roth IRA that are qualified distributions will not be taxed (including earnings after the rollover). A qualified distribution from a Roth IRA is a payment made after you are age 59½ (or after your death or disability, or as a qualified first-time homebuyer distribution of up to \$10,000) and after you have had a Roth IRA for at least 5 years. In applying this 5-year rule, you count from January 1 of the year for which your first contribution was made to a Roth IRA. Payments from the Roth IRA that are not qualified distributions will be taxed to the extent of earnings after the rollover, including the 10% additional income tax on early distributions (unless an exception applies). You do not have to take required minimum distributions from a Roth IRA during your lifetime. For more information, see IRS Publication 590, Individual Retirement Arrangements (IRAs).

You cannot roll over a payment to a designated Roth account in an employer plan.

If you are not a plan participant

Payments after death of the participant. If you receive a distribution after the participant's death that you do not roll over, the distribution will generally be taxed in the same manner described elsewhere in this notice. However, the 10% additional income tax on early distributions does not apply, and the special rule described under the section "If you were born on or before January 1, 1936" applies only if the participant was born on or before January 1, 1936.

If you are a surviving spouse. If you receive a payment from the Settlement as the surviving spouse of a deceased participant, you have the same rollover options that the participant would have had, as described elsewhere in this notice. In addition, if you choose to do a rollover to an IRA, you may treat the IRA as your own or as an inherited IRA.

An IRA you treat as your own is treated like any other IRA of yours, so that payments made to you before you are age 59½ will be subject to the 10% additional income tax on early distributions (unless an exception applies) and required minimum distributions from your IRA do not have to start until after you are age 70½.

If you treat the IRA as an inherited IRA, payments from the IRA will not be subject to the 10% additional income tax on early distributions. However, if the participant had started taking required minimum distributions, you will have to receive required minimum distributions from the inherited IRA. If the participant had not started taking required minimum distributions from the Plan, you will

not have to start receiving required minimum distributions from the inherited IRA until the year the participant would have been age 70½.

If you are a surviving beneficiary other than a spouse. If you receive a payment from the Settlement because of the participant's death and you are a designated beneficiary other than a surviving spouse, the only rollover option you have is to do a direct rollover to an inherited IRA. Payments from the inherited IRA will not be subject to the 10% additional income tax on early distributions. You will have to receive required minimum distributions from the inherited IRA.

Payments under a qualified domestic relations order. If you are the spouse or former spouse of the participant who receives a payment from the Settlement under a qualified domestic relations order (QDRO), you generally have the same options the participant would have (for example, you may rollover the payment to your own IRA or an eligible employer plan that will accept it). Payments under the QDRO will not be subject to the 10% additional income tax on early distributions.

If you are a nonresident alien

If you are a nonresident alien and you do not do a direct rollover to a U.S. IRA or U.S. employer plan, instead of withholding 20%, the Settlement is generally required to withhold 30% of the payment for federal income taxes. If the amount withheld exceeds the amount of tax you owe (as may happen if you do a 60-day rollover), you may request an income tax refund by filing Form 1040NR and attaching your Form 1042-S. See Form W-8BEN for claiming that you are entitled to a reduced rate of withholding under an income tax treaty. For more information, see also IRS Publication 519, U.S. Tax Guide for Aliens, and IRS Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Other special rules

If your payments for the year are less than \$200 (not including payments from a designated Roth account in the Plan), the Settlement is not required to allow you to do a direct rollover and is not required to withhold for federal income taxes. However, you may do a 60-day rollover.

You may have special rollover rights if you recently served in the U.S. Armed Forces. For more information, see IRS Publication 3, Armed Forces' Tax Guide.

FOR MORE INFORMATION

You may wish to consult with the Settlement Administrator or payor, or a professional tax advisor, before taking a payment from the Settlement. Also, you can find more detailed information on the federal tax treatment of payments from employer plans in: IRS Publication 575, Pension and Annuity Income; IRS Publication 590, Individual Retirement Arrangements (IRAs); and IRS Publication 571, Tax-Sheltered Annuity Plans (403(b) Plans). These publications are available from a local IRS office, on the web at www.irs.gov, or by calling 1-800-TAX-FORM.

EXHIBIT 5

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

Jerry Johnson, Jesse Perry, Yolanda Weir, Karen White, Todd Salisbury, Peter Hitt, Patricia Collier, and Verlin Laine, as representatives of the class and on behalf of Fujitsu Group Defined Contribution and 401(k) Plan,

Plaintiffs,

v.

Fujitsu Technology and Business of America, Inc., itself and as successor in interest to Fujitsu Management Services of America, Inc., the Fujitsu Group Defined Contribution and 401(k) Plan Administrative Committee, the Fujitsu Group Defined Contribution and 401(k) Plan Investment Committee, Shepherd Kaplan LLC, Pete Apor, Belinda Bellamy, Sunita Bicchieri, and John Does 1-30,

Defendants.

Case No. 5:16-cv-03698 NC

FINAL APPROVAL ORDER AND JUDGMENT

Wherefore, this ___ day of _____, 20___, upon consideration of Plaintiffs' motion for final approval of the Class Action Settlement Agreement dated [REDACTED] (herein the "Settlement") in the above matter, the Court hereby orders and adjudges as follows:

1. For purposes of this Final Approval Order and Judgment, except as otherwise defined herein, all capitalized terms used herein shall have the same meaning as are ascribed to them in the Settlement Agreement.
2. The Court has jurisdiction over the subject matter of this action and personal jurisdiction over all parties to the action, including all members of the Settlement Class.
3. The Court confirms that the class preliminarily certified under Fed. R. Civ. P. 23(b)(1) is appropriate for the reasons set forth in its Preliminary Approval Order, and hereby finally certifies the following non-opt-out class:

All participants and beneficiaries of the Fujitsu Group Defined Contribution and 401(k) Plan (the “Plan”) at any time on or after June 30, 2010 through September 30, 2017 (the “Class Period”), including any Beneficiary of a deceased person who was a Participant in the Plan at any time during the Class Period, and any Alternate Payees, in the case of a person subject to a Qualified Domestic Relations Order who was a Participant in the Plan at any time during the Class Period. Excluded from this class are Defendants, their directors, and any employees with fiduciary responsibility for the Plan’s investment or administrative functions.

4. As reflected in the information from the Settlement Administrator, [REDACTED] Settlement Notices were timely distributed by first-class mail to all Class Members who could be identified with reasonable effort. Of those, [REDACTED] ([REDACTED]%) were returned as undeliverable. The Settlement Administrator searched for updated address information for those returned as undeliverable, and re-mailed notices to those Class Members. The form and method of notifying the Class Members of the terms and conditions of the proposed Settlement Agreement met the requirements of Fed. R. Civ. P. 23(c)(2) and (e), and due process, and constituted the best notice practicable under the circumstances.

5. Pursuant to the Class Action Fairness Act, 29 U.S.C. § 1711, *et seq.*, a separate notice of the Settlement (“CAFA Notice”) was provided to the Attorneys General for each of the states in which a Class Member resides, the Attorney General of the United States, and the United States Secretary of Labor. All requirements of the Class Action Fairness Act (“CAFA”), 29 U.S.C. § 1711, *et seq.*, have been met, and Defendants have fulfilled their obligations under CAFA.

6. Pursuant to Fed. R. Civ. P. 23(e), the Court hereby approves the Settlement and the terms therein as a fair, reasonable, and adequate settlement and compromise of the claims asserted in the Class Action. The Court finds that the Settlement is fair, reasonable, and

adequate, based on the following findings of fact, conclusions of law, and determinations of mixed fact/law questions:

- a. The Settlement resulted from arm's-length negotiations by experienced and competent counsel overseen by a neutral mediator;
- b. The Settlement was negotiated only after Class Counsel had conducted a pre-settlement investigation and received pertinent information and documents from Defendants in discovery;
- c. The Settling Parties were well positioned to evaluate the value of the Class Action;
- d. If the Settlement had not been achieved, both Plaintiffs and Defendants faced significant expense, risk, and uncertainty in connection with the litigation, which likely would have been prolonged;
- e. The amount of the Settlement (\$14,000,000) is fair, reasonable, and adequate in light of the claims that were asserted and settlements in other similar cases, and the Plan of Allocation is also fair, reasonable, and appropriate;
- f. The Class Representatives and Class Counsel support the Settlement, and have concluded that the Settlement Agreement is fair, reasonable and adequate;
- g. Class Members had the opportunity to be heard on all issues relating to the Settlement and the requested Administrative Expenses, Attorneys' Fees and Costs, and Class Representative Service Awards by submitting objections to the Settlement Agreement to the Court. There were [REDACTED] objections to the Settlement. [REDACTED] of those objections were timely. The Court has considered all of them, and hereby overrules them with prejudice.

h. The Settlement also was reviewed by an Independent Fiduciary, [REDACTED], who has approved the Settlement.

7. The Motion for Final Approval of the Settlement Agreement is hereby GRANTED, the settlement of the Class Action is APPROVED as fair, reasonable and adequate to the Plan and the Settlement Class, and the Settling Parties are hereby directed to take the necessary steps to effectuate the terms of the Settlement Agreement.

8. The operative Amended Class Action Complaint and all claims asserted therein, whether asserted by the Class Representatives on their own behalf or on behalf of the Class Members, or derivatively to secure relief for the Plan, are hereby dismissed with prejudice and without costs to any of the Settling Parties, except as otherwise provided for in the Settlement Agreement.

9. Each Class Member and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns, shall be (i) conclusively deemed to have, and by operation of the Effective Approval Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged the Released Parties from all Released Claims, and (ii) barred and enjoined from suing the Released Parties in any action or proceeding alleging any of the Released Claims, even if any Class Member may thereafter discover facts in addition to or different from those which the Class Member or Class Counsel now know or believe to be true with respect to the Class Action and the Released Claims, whether or not such Class Members have executed and delivered a Former Participant Claim Form, whether or not such Class Members have filed an objection to the Settlement, and whether or not the objections or claims for distribution of such Class Members have been approved or allowed.

10. The Plan and each Class Member (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns) shall be (i) conclusively deemed to have, and by operation of the Effective Approval Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged the Released Parties from all Released Claims, and (ii) barred and enjoined from suing the Released Parties in any action or proceeding alleging any of the Released Claims, even if the Plan or any Class Member may thereafter discover facts in addition to or different from those which the Plan or any Class Member now knows or believes to be true with respect to the Class Action and the Released Claims.

11. Each Class Member shall release Defense Counsel, Class Counsel, and the Released Parties from any claims, liabilities, and attorneys' fees and expenses arising from the allocation of the Gross Settlement Amount or Net Settlement Amount and for all tax liability and associated penalties and interest as well as related attorneys' fees and expenses.

12. Defendants and each of them shall release, and shall (i) be conclusively deemed to have, and by operation of the Effective Approval Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged each other from any and all claims arising from, relating to, or connected with the Class Action or any matters alleged or that could have been alleged, in or in response to the Amended Complaint, and any and all claims, whether under state or federal law or in equity, arising from their respective defense of the Class Action or any payments by or on behalf of any of them to settle the Class Action, including any and all claims for contribution or indemnification arising from any acts or omissions of any of them related to the matters alleged in the Amended Complaint or from their respective defense of the Class Action ("Defendants' Claims *inter se*"); and (ii) be barred and enjoined from instituting,

maintaining, prosecuting, or asserting any cause of action, demand, or claim on the basis of, connected with, or arising out of any of Defendants' Claims *inter se*, even if any Defendant may thereafter discover facts in addition to or different from those which any such Defendant now knows or believes to be true with respect to the Class Action and the Defendants' Claims *inter se*.

13. The Settlement Administrator shall have final authority to determine the share of the Net Settlement Amount to be allocated to each Current Participant and each Authorized Former Participant pursuant to the Plan of Allocation specified in Article VI of the Settlement.

14. With respect to payments or distributions to Authorized Former Participants, all questions not resolved by the Settlement Agreement shall be resolved by the Settlement Administrator in its sole and exclusive discretion. Within twenty-one (21) calendar days following the issuance of all settlement payments to Class Members as provided by the Plan of Allocation, the Settlement Administrator shall prepare and provide to Class Counsel and Defense Counsel a list of each person who received a settlement payment or contribution from the Qualified Settlement Fund and the amount of such payment or contribution.

15. Upon the Effective Date of this Order, Plaintiffs, Defendants, all Class Members and the Plan shall be bound by the Settlement Agreement.

16. The Court has subject matter jurisdiction over the claims herein and personal jurisdiction over the Defendants and the Class Members pursuant to the provisions of ERISA, and expressly retains that jurisdiction for purposes of enforcing this Final Approval Order and/or the Settlement Agreement. Such retention of jurisdiction shall not affect the finality of the Court's judgment.

IT IS SO ORDERED.

DATED: _____, 20__

HON. NATHANAEL COUSINS
UNITED STATES MAGISTRATE JUDGE

EXHIBIT 6

[DATE]

VIA U.S. MAIL

[ADDRESS OF FEDERAL/STATE ATTORNEY GENERAL]

**Re: CAFA Notice of Proposed Settlement in
Johnson, et al. v. Fujitsu Technology and Business of America, Inc., et al.,
No. 5:16-cv-03698-NC (USDC N.D. Cal.)**

Dear Sir or Madam:

Pursuant to 28 U.S.C. § 1715, enacted as a component of the Class Action Fairness Act of 2005 (“CAFA”), please find enclosed information relating to the proposed settlement of the lawsuit *Johnson, et al., v. Fujitsu Technology and Business of America, Inc., et al.*, Case No. 5:16-cv-03698-NC in the United States District Court for the Northern District of California.

In the above-referenced lawsuit, the parties filed a Class Action Settlement Agreement (“Settlement Agreement”) and associated documents with the Court on December 6, 2017. [The parties have requested that the Court schedule a Fairness Hearing // The Court has scheduled a Fairness Hearing on [DATE] for the purpose of receiving evidence, argument, and any objections relating to the Settlement Agreement.

In conjunction with this notice, please find copies of the following documents on the enclosed CD:

1. Class Action Complaint (June 30, 2016)
2. Amended Class Action Complaint (November 7, 2016)
3. Order Denying Motions to Dismiss (April 11, 2017)
4. Fujitsu Defendants’ Answer to Amended Complaint (April 25, 2017)
5. Defendant Shepherd Kaplan LLC’s Answer to Amended Complaint (April 25, 2017)
6. Class Action Settlement Agreement, including exhibits filed therewith (December 6, 2017)

7.
 - a. Notice of Class Action Settlement and Fairness Hearing to Current Participants (Exhibit 3)
 - b. Notice of Class Action Settlement and Fairness Hearing to Former Participants (Exhibit 4)
8. Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement Agreement and Memorandum in support thereof (December 6, 2017)

Also enclosed on the CD is a chart showing a reasonable estimate of the number of class members believed to reside in your state and an estimate of their proportionate share of the entire settlement.

As of the time of the filing of this CAFA Notice, no judicial opinions related to the settlement have been issued. The Court has set a hearing on preliminary approval of the Settlement Agreement for December 20, 2017, at 1:00 PM, in Courtroom 7, 4th Floor, Robert F. Peckham Federal Building and United States Courthouse, 280 South 1st Street, San Jose, California 95113.

Because this is a settlement class under Federal Rule of Civil Procedure 23(b)(1), class members do not have a right to request exclusion from the class action.

The Fujitsu Defendants¹ are represented by Michael Delikat and John D. Giansello of Orrick, Herrington & Sutcliffe LLP. Defendant Shepherd Kaplan LLC is represented by Jeremy P. Blumenfeld and Abbey M. Glenn of Morgan, Lewis & Bockius LLP. Should you have any questions regarding this matter, please do not hesitate to contact Michael Delikat or John D. Giansello at (212) 506-5000, or Jeremy P. Blumenfeld or Abbey M. Glenn at (202) 739-3000.

Sincerely,

[Signature Block]

Enclosures

¹ The Fujitsu Defendants are Fujitsu Technology and Business of America, Inc., itself and as successor in interest to Fujitsu Management Services of America, Inc., the Fujitsu Group Defined Contribution and 401(k) Plan Administrative Committee, the Fujitsu Group Defined Contribution and 401(k) Plan Investment Committee, Pete Apor, Belinda Bellamy and Sunita Bicchieri.