

# Exhibit 9

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN JOSE DIVISION**

RODNEY CARVALHO and MARK MAHER,  
individually and on behalf of all others similarly  
situated,

Plaintiffs,

vs.

HP, INC., a Delaware corporation,

Defendant.

Case No.: 5:21-cv-08015-PCP

Assigned for all purposes to the  
Hon. P. Casey Pitts

***SECOND AMENDED [PROPOSED] ORDER***  
**GRANTING PRELIMINARY APPROVAL OF CLASS**  
**SETTLEMENT**

1 This matter is before the Court on Plaintiffs Rodney Carvalho and Mark Maher  
 2 (collectively, “Plaintiffs”) unopposed Motion for Preliminary Approval of Class Action  
 3 Settlement (the “Motion”). The Motion attaches and incorporates a Class Action Settlement  
 4 Agreement and Release (the “Settlement Agreement”) that, together with the exhibits thereto, sets  
 5 forth the terms and conditions for the settlement of claims, on a classwide basis, against Defendant HP,  
 6 Inc. (“HP” and, along with Plaintiffs, the “Parties”). Having considered the Motion papers, the  
 7 Settlement Agreement including all exhibits thereto, the argument of counsel, all papers and records,  
 8 and proceedings herein, the Court hereby **GRANTS THE MOTION, AND FINDS AND**  
 9 **ORDERS AS FOLLOWS:**

10 1. Unless otherwise defined herein, all terms, definitions, and phrases used herein  
 11 shall have the same meanings as set forth in the Settlement Agreement.

12 **Preliminary Approval of Settlement and Certification of Settlement Class**  
 13 **for Purposes of Settlement Only**

14 2. The Settlement is hereby preliminarily approved as fair, reasonable, and adequate  
 15 such that notice thereof should be given to members of the Settlement Class.

16 3. Under Federal Rule of Civil Procedure 23(b)(3), the Settlement Class Members  
 17 (collectively, the “Settlement Class”), as set forth in Section 1.28 of the Settlement Agreement  
 18 and defined as follows, is preliminarily certified for the purpose of settlement only:

19 Individuals nationwide who purchased a Settlement Class Product  
 20 during the Settlement Class Period. Settlement Class Products  
 21 mean the HP desktop computers, laptops, mice, and keyboards  
 22 that were offered on sale more than 75% of the time the products  
 were offered for sale during the Settlement Class Period, as  
 identified in Exhibit E, attached to the Settlement Agreement.

23 Excluded from the Class are individuals who (1) purchased more than two of the same  
 24 Settlement Class Product in the same order; (2) are employees of HP and members of his/her  
 25 immediate family; (3) who are judicial officers presiding over the action and members of their  
 26 immediate family and judicial staff; (4) are counsel of record for the Parties, and their respective  
 27 law firms; or (5) timely and properly exclude themselves from the Settlement Class.  
 28

4. If the Settlement Agreement is not finally approved by this Court, or if such final approval is reversed or materially modified on appeal by any court, this Order (including but not limited to the certification of the class) shall be vacated, null and void, and of no force or effect, and Plaintiffs and HP shall be entitled to make any argument for or against certification for litigation purposes.

5. Plaintiffs are appointed as adequate representatives of the Settlement Class. EDGE, A Professional Law Corporation, and Capstone Law APC, are hereby appointed as Class Counsel to represent the proposed Settlement Class.

**Notice to the Settlement Class**

6. The Court has reviewed the content of the proposed forms of Notice attached to the Settlement Agreement as Exhibit A (Long Form Notice) and Exhibit B (Short Form Class Notice), and finds they satisfy Fed. R. Civ. P. 23(c)(2), Fed. R. Civ. P. 23(e)(1), and due process requirements. Accordingly, the Court hereby approves the proposed Notice.

7. **Within thirty (30) days of entry of this Order, or by \_\_\_\_\_, 2025,** the Settlement Administrator will establish and maintain a Settlement Website dedicated to the Settlement. The Settlement Website shall contain case-related documents including, but not limited to, the operative complaint and answer to that complaint, the Settlement Agreement, the Long Form Notice, the Short Form Notice, the Claim Form, the Preliminary Approval Order, Plaintiffs' forthcoming request for attorneys' fees, costs, and service awards, a set of frequently asked questions, information on how to submit an Objection or request exclusion, and contact information for Class Counsel, HP Counsel, and the Settlement Administrator.

8. **Within thirty (30) days of entry of this Order, or by \_\_\_\_\_, 2025,** HP shall, provide to the Settlement Administrator the names, email addresses, and physical addresses for all Settlement Class Members whose records it can locate through reasonable efforts.

9. **Within forty-five (45) days of entry of this Order, or by \_\_\_\_\_, 2025,** the Settlement Administrator shall cause electronic mail of the Short Form Notice to all Settlement Class Members identified by HP. For any Settlement Class Member without an

1 email address or whose electronic mail notice fails delivery, the Settlement Administrator shall  
 2 physically mail via first class mail a copy of the Short Form Notice to the physical address of  
 3 the Settlement Class Member provided by HP.

#### 4 **Motion for Attorneys' Fees and Service Awards**

5 10. Plaintiffs shall file any motion requesting attorneys' fees and costs and/or service  
 6 awards **no later than thirty-five (35) days prior to the Objection/Exclusion Deadline**  
 7 **(defined below), or by \_\_\_\_\_, 2025.**

#### 8 **Settlement Administration**

9 11. The Court appoints Kroll Settlement Administration LLC ("Kroll") to serve as the  
 10 Settlement Administrator. Kroll shall supervise and administer the Notice Plan, establish and  
 11 operate the Settlement Website, administer the claims processes, distribute payments according  
 12 to the processes and criteria set forth in the Settlement Agreement, and perform any other  
 13 administration duties that are reasonably necessary and/or provided for in the Settlement  
 14 Agreement.

15 12. All reasonable costs of notice and costs of administering the Settlement shall be  
 16 paid by Plaintiffs from the Settlement Fund as contemplated by paragraph 1.32 of the Settlement  
 17 Agreement.

18 13. Settlement Class Members who wish to make a Claim must do so by submitting  
 19 a claim form online or by mailing a physical claim form to the Settlement Administrator **no**  
 20 **later than one hundred five (105) days of entry of this Order, or by \_\_\_\_\_,**  
 21 **2025.** The Settlement Administrator shall determine the eligibility of Claims submitted and  
 22 allocate the Settlement Funds in accordance with the Settlement Agreement.

#### 23 **Opting Out of the Settlement**

24 14. Settlement Class Members who wish to be excluded from the Settlement must  
 25 adhere to the following deadline and procedures:

26 a. To be excluded, a Settlement Class Member must mail a written request  
 27 for exclusion to the Settlement Administrator, which must be postmarked **no later than one**  
 28 **hundred five (105) days of entry of this Order, or by \_\_\_\_\_, 2025 (the**

**“Objection/Exclusion Deadline”).**

b. Any Settlement Class Member who wishes to be excluded must include with their request (i) the Settlement Class Member’s full name and mailing address; (ii) the case name and number; (iii) a clear statement that the Settlement Class Member wishes to be excluded from the Settlement Class; and (iv) the Settlement Class Member’s signature or the like signature or affirmation of an individual authorized to act on the Settlement Class Member’s behalf.

c. Any Settlement Class Member who fails to submit a timely and complete request for exclusion shall be subject to and bound by the Settlement Agreement and every order or judgment related thereto.

**Objections to the Settlement**

15. Settlement Class Members who wish to object to the Settlement or to the requests for attorneys’ fees and costs and/or service awards, must adhere to the following deadline and procedures:

a. To object, a Settlement Class Member must, **within one hundred five (105) days of entry of this Order, or by \_\_\_\_\_, 2025 (the “Objection/Exclusion Deadline”)**, file with the Court or mail to the Class Action Clerk of the Court, a written objection with all supporting documents and memoranda. All objections will be scanned into the electronic case docket, and the Parties will receive electronic notices of the filings.

b. Any objecting Settlement Class Member must include with their objection: (i) the case name and number; (ii) the Objector’s full name, mailing address, and telephone number; (iii) the Objector’s signature or the like signature or affirmation of an individual authorized to act on the Objector’s behalf; (iv) the grounds for the objection stated with specificity, including whether the objection applies only to the Objector, to a specific subset of the class, or to the entire class; (v) documentary proof that the Objector is a Settlement Class Member; (vi) the name, address, bar number, and telephone number of counsel for the Objector, if represented by an attorney in connection with the objection; and (vii) a statement as to whether the Objector intends to appear at the Final Approval Hearing, either in person or

1 through counsel.

2 c. Objections shall be considered by the Court at the Final Approval  
3 Hearing only if the objection adheres to the above procedures and is filed with the Court or, if  
4 mailed, postmarked on or before the Objection/Exclusions Deadline.

### 5 **Final Approval Hearing**

6 16. The Final Approval Hearing will be held on \_\_\_\_\_, 2025, at  
7 \_\_\_\_\_, in Courtroom 8 of the United States District Court for the Northern District of  
8 California, 280 South 1st Street, San Jose, California 95113, to determine whether the  
9 requirements for certification of the Settlement Class have been met; whether the proposed  
10 settlement of the Action on the terms set forth in the Settlement should be approved as fair,  
11 reasonable, and adequate, and in the best interest of the Settlement Class Members; whether  
12 Settlement Class Counsels' requests for attorneys' fees and costs should be approved; whether  
13 requests for service awards to Plaintiffs should be approved; whether final judgment approving  
14 the Settlement and dismissing the Action on the merits with prejudice should be entered; and to  
15 rule upon such other matters as the Court may deem appropriate. The Final Approval Hearing  
16 may, without further notice to the Settlement Class Members, be continued or adjourned by  
17 order of the Court.

18 17. **No later than forty-two (42) days prior to the Final Approval Hearing, or by**  
19 \_\_\_\_\_, 2025, Plaintiffs shall file their motion for final approval of the settlement.

20 18. **No later than twenty-eight (28) days prior to the Final Approval Hearing, or**  
21 **by** \_\_\_\_\_, 2025, any response to Plaintiffs' motions for final approval or  
22 attorneys' fees and costs and/or service awards shall be filed.

23 19. **No later than twenty-one (21) days prior to the Final Approval Hearing, or**  
24 **by** \_\_\_\_\_, 2025, Plaintiffs shall file any replies in support of the motion for final  
25 approval and attorneys' fees.

### 26 **Further Matters**

27 20. Settlement Class Counsel and HP's Counsel are hereby authorized to utilize all  
28 reasonable procedures in connection with the administration of the Settlement, which are not

1 materially inconsistent with either this Order or the Settlement Agreement, including making,  
2 without further approval of the Court, minor changes to the Settlement, to the form and content  
3 of the Notice or to any other exhibits that the Parties jointly agree are reasonable and necessary.

4 21. Neither the Settlement nor the Settlement Agreement constitutes an admission,  
5 concession, or indication by the Parties of the validity of any claims or defenses in the Action or  
6 of any liability, fault, or wrongdoing of any kind by HP, which denies all of the claims and  
7 allegations raised in the Action.

8 22. The Court retains jurisdiction to consider all further matters arising out of or  
9 connected with the Settlement.

10 **IT IS SO ORDERED.**

11  
12 Dated: \_\_\_\_\_

\_\_\_\_\_  
13 Hon. P. Casey Pitts  
14 United States District Judge  
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