

# **Exhibit 1**

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13 [Additional counsel appear on signature page]

14 UNITED STATES DISTRICT COURT  
 15 NORTHERN DISTRICT OF CALIFORNIA  
 16 SAN FRANCISCO DIVISION

17 SEB INVESTMENT MANAGEMENT AB,  
 individually and on behalf of all others  
 18 similarly situated,

19 Plaintiffs,

20 v.

21 SYMANTEC CORPORATION and  
 GREGORY S. CLARK,

22 Defendants.  
 23  
 24  
 25  
 26  
 27  
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Case No. 3:18-cv-02902-WHA

ECF CASE

STIPULATION AND AGREEMENT OF  
 SETTLEMENT

Dept.: Courtroom 12, 19th Floor  
 Judge: Honorable William Alsup

1 This Stipulation and Agreement of Settlement, dated as of June 8, 2021 (the “Stipulation”)  
2 is entered into between (a) SEB Investment Management AB (“Lead Plaintiff” or “SEB”), on  
3 behalf of itself and the plaintiff class certified by the Court (the “Class,” as defined in ¶ 1(h)  
4 below); and (b) defendant Symantec Corporation, now known as NortonLifeLock Inc.  
5 (“Symantec”) and defendant Gregory S. Clark (“Clark,” and together with Symantec,  
6 “Defendants”), and embodies the terms and conditions of the settlement of the above-captioned  
7 action (the “Action”).<sup>1</sup> Subject to the approval of the Court and the terms and conditions expressly  
8 provided herein, this Stipulation is intended to fully, finally and forever compromise, settle,  
9 release, resolve, and dismiss with prejudice the Action and all Released Plaintiff’s Claims (defined  
10 below) against Defendants.

11 WHEREAS:

12 A. Beginning on May 17, 2018, several related securities class actions brought on  
13 behalf of investors in Symantec common stock were filed in the United States District Court for  
14 the Northern District of California (the “Court”).

15 B. On August 23, 2018, the Court entered an Order appointing SEB as “Lead Plaintiff”  
16 pursuant to the Private Securities Litigation Reform Act of 1995, consolidating all related actions,  
17 and inviting applications for Lead Counsel. Dkt. No. 75.

18 C. On October 4, 2018, the Court entered an Order approving Lead Plaintiff’s  
19 selection of Bernstein Litowitz Berger & Grossmann LLP (“BLB&G”) as Lead Counsel. Dkt. No.  
20 88.

21 D. On November 15, 2018, Lead Plaintiff filed a Consolidated Class Action Complaint  
22 For Violations Of The Federal Securities Laws against Symantec Corporation, Gregory S. Clark,  
23 Nicholas R. Noviello, and Mark S. Garfield. Dkt. No. 103.

24 E. Defendants filed motions to dismiss, which were fully briefed and argued by  
25 January 31, 2019.

26 F. On June 14, 2019, the Court dismissed SEB’s initial complaint with leave to file a  
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28 <sup>1</sup> All terms with initial capitalization not otherwise defined herein shall have the meanings  
ascribed to them in ¶ 1 herein.

1 motion to amend. Dkt. No. 137.

2 G. On July 11, 2019, SEB filed a motion for leave to amend and, on July 23, 2019,  
3 after the Court unsealed documents in a derivative case involving Symantec, SEB filed an amended  
4 motion for leave to amend (Dkt. No. 150). The amended motion for leave to amend was argued  
5 on September 26, 2019.

6 H. On October 2, 2019, the Court granted SEB's motion, sustaining claims under  
7 Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") against Symantec and  
8 Clark and Section 20(a) control person and Section 20A insider trading claims under the Exchange  
9 Act against Clark. The Court dismissed as defendants Symantec's former Chief Financial Officer  
10 and former Chief Accounting Officer, as well as other allegations. Dkt. No. 181.

11 I. On October 11, 2019, Lead Plaintiff filed the operative complaint in the Action, the  
12 First Amended Consolidated Class Action Complaint for Violations of Federal Securities Laws  
13 (the "Complaint"). Dkt. 183. The Complaint asserts claims against Defendants Symantec and  
14 Clark under Section 10(b) and Rule 10b-5 promulgated thereunder, and against Defendant Clark  
15 under Sections 20(a) and 20A of the Exchange Act. Among other things, the Complaint alleges  
16 that, during the period from May 11, 2017, to August 2, 2018, inclusive (the "Class Period"),  
17 Defendants Symantec and Clark made materially false and misleading statements concerning the  
18 Company's financial results, and Defendant Clark engaged in improper insider trading by selling  
19 shares of Symantec common stock while in possession of material, non-public information. The  
20 Complaint further alleges that Defendants' alleged misstatements caused the price of Symantec  
21 common stock to be inflated during the Class Period and to decline when the alleged truth emerged  
22 though corrective disclosures on May 10, 2018 and August 2, 2018, resulting in financial losses to  
23 those who purchased the stock at the inflated price.

24 J. On November 7, 2019, Defendants filed their Answers. Dkt. Nos. 185 & 186.

25 K. On January 17, 2020, Lead Plaintiff filed a motion for class certification. Between  
26 then and March 5, 2020, the parties produced documents, deposed each other's experts and filed  
27 their opposition and reply briefs.

28 L. Following full briefing on the motion, on May 8, 2020, the Court issued an Order

1 certifying the Class (as defined in ¶ 1(h) below), appointing SEB Investment Management AB as  
2 Lead Plaintiff for the certified Class, and appointing BLB&G as Class Counsel for the certified  
3 Class. Dkt. No. 227.

4 M. On February 13, 2020, the Court held a Case Management Scheduling Conference.  
5 On February 14, 2020, the Court entered the Case Management Order and Reference to Magistrate  
6 Judge for Mediation/Settlement (the “Scheduling Order”) (Dkt. No. 204), which *inter alia* set the  
7 trial schedule for the Action and referred the case to Magistrate Judge Donna M. Ryu for  
8 mediation/settlement.

9 N. On May 29, 2020, the Court approved the parties’ stipulation and proposed order  
10 regarding dissemination of notice to potential Class Members (the “Class Notice”) to notify them  
11 of, among other things: (i) the Action pending against Defendants; (ii) the Court’s certification of  
12 the Action to proceed as a class action on behalf of the Class; and (iii) their right to request to be  
13 excluded from the Class, the effect of remaining in the Class or requesting exclusion, and the  
14 requirements for requesting exclusion (the “Notice Order”). Dkt. No. 243.

15 O. Pursuant to the Notice Order, the Class Notice provided Class Members with the  
16 opportunity to request exclusion from the Class, explained that right, and set forth the deadline and  
17 procedures for doing so. The Class Notice stated that it would be within the Court’s discretion  
18 whether to permit Class Members a second opportunity to request exclusion from the Class if the  
19 Action were resolved by a settlement. The Class Notice also informed Class Members that if they  
20 chose to remain a member of the Class, they would “be bound by any judgment or settlement,  
21 whether favorable or unfavorable, in this Action.”

22 P. The deadline for requesting exclusion from the Class pursuant to the Class Notice  
23 was August 25, 2020. A list of the persons and entities who requested exclusion pursuant to the  
24 Class Notice was filed with the Court (*see* Dkt. No. 256) and is attached hereto as Appendix 1.

25 Q. Discovery in the Action commenced in November 2019. Pursuant to detailed  
26 document requests and substantial negotiations, Defendants and third parties produced more than  
27 360,000 documents, totaling more than 2.1 million pages, to Lead Plaintiff. Lead Plaintiff  
28 produced over 4,180 pages of documents to Defendants. Between September 2020 and January

1 2021, Lead Plaintiff deposed 19 fact witnesses, including Defendant Clark, two purported  
2 whistleblowers, and other former senior executives and former employees of the Company. Due  
3 to the global pandemic, one additional fact deposition was held in early March 2021 for a total of  
4 20 fact depositions taken by Lead Counsel. The Parties also served and responded to  
5 interrogatories and requests for admission and exchanged numerous letters, including disputes  
6 between the Parties and with nonparties, concerning discovery issues. The Parties also engaged  
7 in motion practice before the Court to resolve a discovery dispute concerning Defendants'  
8 production of Symantec's production to the SEC. Lead Plaintiff served subpoenas on and  
9 negotiated document discovery with ten third parties, including Symantec's outside auditor,  
10 KPMG. The Parties concluded fact discovery on January 29, 2021 (except for the additional  
11 deposition in March 2021).

12 R. Expert discovery commenced on January 29, 2021. Over the course of expert  
13 discovery, Lead Plaintiff served opening and reply expert reports from three experts in the fields  
14 of accounting, executive compensation, and damages. Likewise, Defendants served rebuttal expert  
15 reports from three experts in the fields of accounting, executive compensation, and damages. The  
16 Parties deposed all six experts who had submitted reports in this case and expert discovery closed  
17 on March 5, 2021.

18 S. On March 4, 2021, Defendants filed their motion for summary judgment. Plaintiff  
19 filed its opposition to summary judgment on March 18, 2021 and Defendants filed their reply on  
20 March 25, 2021. All told, the parties' papers on summary judgment included 130-pages of briefing  
21 and thousands of pages of exhibits. In April 2021, the parties submitted electronic or "e-brief"  
22 versions of their summary judgement memoranda to the Court with hyperlinks to the evidence  
23 cited in the briefs.

24 T. In an Order dated April 20, 2021 (Dkt. No. 380), the Court *inter alia* ordered a  
25 second notice to be disseminated to the certified Class. By Order dated April 24, 2021 (Dkt. No.  
26 386), the Court approved the dissemination of a supplemental notice to potential Class Members  
27 (the "Supplemental Class Notice") to notify them of, among other things, their right to request to  
28 be excluded from the Class, the effect of remaining in the Class or requesting exclusion, and the

1 requirements for requesting exclusion (the “Supplemental Notice Order”).

2 U. Pursuant to the Supplemental Notice Order, the Supplemental Class Notice  
3 provided Class Members with the opportunity to request exclusion from the Class, explained that  
4 right, and set forth the deadline and procedures for doing so. The Supplemental Class Notice also  
5 informed Class Members that if they chose to remain a member of the Class, they would “be bound  
6 by any judgment or settlement, whether favorable or unfavorable, in this Action.”

7 V. The deadline for requesting exclusion from the Class pursuant to the Supplemental  
8 Class Notice is July 2, 2021. A list of the persons and entities who have requested exclusion  
9 pursuant to the Supplemental Class Notice as of the date of this Stipulation is attached hereto as  
10 Appendix 2, which will be updated before this Stipulation is filed with the Court on July 6, 2021.

11 W. Pursuant to the Court’s Scheduling Order referring the case to Magistrate Judge  
12 Ryu for mediation/settlement, on February 20, 2020, Judge Ryu issued a notice convening a pre-  
13 settlement conference call to discuss timing and preparation for an in-person settlement  
14 conference. ECF No. 214. After several planning/preparation calls, including Zoom calls given  
15 the intervening pandemic, the parties and Judge Ryu scheduled a Zoom settlement conference for  
16 September 14, 2020. In advance of the September 2020 settlement conference, the Parties  
17 exchanged detailed settlement conference briefs regarding the merits of the case, including  
18 citations to evidence, and separately made private submissions to Judge Ryu regarding *inter alia*  
19 the strengths and weaknesses of the case.

20 X. The Parties and Symantec’s insurance carriers held a settlement conference session,  
21 via Zoom, with Judge Ryu on September 14, 2020, but did not reach an agreement to settle the  
22 Action. The Parties continued their discussions for several weeks after that initial session but were  
23 unable to reach an agreement to settle at that time.

24 Y. After the end of fact and expert discovery and following full briefing on  
25 Defendants’ motion for summary judgment, the Parties scheduled a second settlement conference,  
26 via Zoom, with Judge Ryu on May 24, 2021. In advance of this second settlement conference, the  
27 parties *inter alia* made private submissions to Judge Ryu regarding *inter alia* the strengths and  
28 weaknesses of the case. During the May 24 settlement conference supervised by Judge Ryu, which

1 Symantec’s insurance carriers attended, the Parties reached an agreement in principle to settle the  
2 Action that was memorialized in a term sheet (the “Term Sheet”) executed on May 26, 2021. The  
3 Term Sheet sets forth, among other things, the Parties’ agreement to settle and release all claims  
4 against Defendants in return for a cash payment, to be paid by or on behalf of Defendants, of  
5 \$70,000,000 for the benefit of the Class, subject to certain terms and conditions and the execution  
6 of a customary “long form” stipulation and agreement of settlement and related papers.

7 Z. This Stipulation (together with the exhibits hereto) reflects the final and binding  
8 agreement between the Parties and supersedes the Term Sheet.

9 AA. Based upon their investigation, prosecution, and mediation of the case, Lead  
10 Plaintiff and Lead Counsel have concluded that the terms and conditions of this Stipulation are  
11 fair, reasonable and adequate to Lead Plaintiff and the other members of the Class, and in their  
12 best interests. Based on Lead Plaintiff’s direct oversight of the prosecution of this matter and with  
13 the advice of its counsel, Lead Plaintiff has agreed to settle and release the Released Plaintiff’s  
14 Claims pursuant to the terms and provisions of this Stipulation, after considering, among other  
15 things: (a) the substantial financial benefit that Lead Plaintiff and the other members of the Class  
16 will receive under the proposed Settlement; and (b) the significant risks and costs of continued  
17 litigation and trial.

18 BB. This Stipulation constitutes a compromise of all matters that are in dispute between  
19 the Parties. Defendants are entering into this Stipulation solely to eliminate the uncertainty,  
20 burden, and expense of further protracted litigation. Both of the Defendants deny any wrongdoing,  
21 and this Stipulation shall in no event be construed or deemed to be evidence of or an admission or  
22 concession on the part of any of the Defendants with respect to any claim or allegation of any fault  
23 or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that Defendants  
24 have, or could have, asserted. Defendants expressly deny that Lead Plaintiff has asserted any valid  
25 claims as to any of them, and expressly deny any and all allegations of fault, liability, wrongdoing,  
26 or damages whatsoever. Defendants have asserted and continue to assert that their conduct was at  
27 all times proper and in compliance with all applicable provisions of law, and believe that the  
28 evidence developed to date supports their position that they acted properly at all times and that the



1 Action is without merit. Similarly, this Stipulation shall in no event be construed or deemed to be  
2 evidence of or an admission or concession on the part of Lead Plaintiff of any infirmity in any of  
3 the claims asserted in the Action, or an admission or concession that any of the Defendants'  
4 defenses to liability had any merit.

5 NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among Lead  
6 Plaintiff (individually and on behalf of all other members of the Class) and Defendants, by and  
7 through their respective undersigned attorneys and subject to the approval of the Court pursuant  
8 to Rule 23(e) of the Federal Rules of Civil Procedure, that, in consideration of the benefits flowing  
9 to the Parties from the Settlement, all Released Plaintiff's Claims as against the Defendants'  
10 Releasees and all Released Defendants' Claims as against the Plaintiff's Releasees shall be settled  
11 and released, upon and subject to the terms and conditions set forth below.

12 **DEFINITIONS**

13 1. As used in this Stipulation and any exhibits attached hereto and made a part hereof,  
14 the following capitalized terms shall have the following meanings:

15 (a) "Action" means the securities class action entitled *SEB Investment*  
16 *Management AB v. Symantec Corp., et al.*, Case No. C 18-02902-WHA.

17 (b) "Alternate Judgment" means a form of final judgment that may be entered  
18 by the Court herein but in a form other than the form of Judgment provided for in this Stipulation.

19 (c) "Authorized Claimant" means a Class Member who submits a Claim to the  
20 Claims Administrator that is approved by the Court for payment from the Net Settlement Fund.

21 (d) "Claim" means a paper claim submitted on a Proof of Claim Form or an  
22 electronic claim that is submitted to the Claims Administrator.

23 (e) "Claim Form" or "Proof of Claim Form" means the form, substantially in  
24 the form attached hereto as Exhibit 2 to Exhibit A, that a Claimant must complete and submit  
25 should that Claimant seek to share in a distribution of the Net Settlement Fund.

26 (f) "Claimant" means a person or entity who or which submits a Claim to the  
27 Claims Administrator seeking to be eligible to share in the proceeds of the Net Settlement Fund.

28

1 (g) “Claims Administrator” means the administrator, A.B. Data, Ltd., retained  
2 by Lead Counsel on behalf of the Class and approved by the Court in the Notice Order, to provide  
3 all notices approved by the Court to potential Class Members and to administer the Settlement.

4 (h) “Class” means the class certified in the Court’s Order on Motion for Class  
5 Certification dated May 8, 2020 (Dkt. No. 227). Specifically, the Class includes all persons or  
6 entities who purchased or otherwise acquired publicly-traded Symantec common stock during the  
7 period from May 11, 2017, to August 2, 2018, inclusive (the “Class Period”), and who were  
8 damaged thereby. The Class includes all persons or entities who purchased Symantec common  
9 stock contemporaneously with sales of Symantec common stock made or caused by Defendant  
10 Clark during the Class Period. Excluded from the Class by definition are Defendants; members  
11 of the Immediate Family of Defendant Clark; any person who was an officer or director of  
12 Symantec; any firm or entity in which any Defendant has or had a controlling interest; any person  
13 who participated in the wrongdoing alleged; Defendants’ liability insurance carriers; any affiliates,  
14 parents, or subsidiaries of Symantec; all Symantec plans that are covered by ERISA; and the legal  
15 representatives, heirs, beneficiaries, successors-in interest, or assigns of any excluded person or  
16 entity, in their respective capacity as such. Also excluded from the Class are: (i) the persons and  
17 entities who excluded themselves by submitting a request for exclusion from the Class by August  
18 25, 2020 in connection with the Original Class Notice (as set forth on Appendix 1 hereto); (ii) the  
19 persons or entities who exclude themselves by submitting a request for exclusion from the Class  
20 by July 2, 2021 in connection with the Supplemental Class Notice, including the persons and  
21 entities who have requested exclusion as of the date of this Stipulation (as set forth on Appendix  
22 2 hereto); and (iii) if and only if the Court requires an additional opportunity for Class Members  
23 to request exclusion from the Class, any persons or entities who exclude themselves by submitting  
24 a request for exclusion in connection with the Settlement Notice, and the legal representatives,  
25 heirs, beneficiaries, successors-in interest, or assigns of such excluded persons or entities, in their  
26 respective capacity as such.

1 (i) “Class Distribution Order” means an order entered by the Court authorizing  
2 and directing that the Net Settlement Fund be distributed, in whole or in part, to Authorized  
3 Claimants.

4 (j) “Class Member” means each person and entity who or which is a member  
5 of the Class as defined in Paragraph 1(h).

6 (k) “Class Notices” means, collectively, the Original Class Notice and the  
7 Supplemental Class Notice.

8 (l) “Class Period” means the period from May 11, 2017, to August 2, 2018,  
9 inclusive.

10 (m) “Complaint” means the First Amended Consolidated Class Action  
11 Complaint for Violations of Federal Securities Laws filed by Lead Plaintiff in the Action on  
12 October 11, 2019 (Dkt. No. 183).

13 (n) “Court” means the United States District Court for the Northern District of  
14 California.

15 (o) “Defendants” means Symantec and Gregory S. Clark.

16 (p) “Defendants’ Counsel” means Wilson Sonsini Goodrich & Rosati, counsel  
17 for Symantec Corporation (now known as NortonLifeLock Inc.), and Morgan Lewis & Bockius  
18 LLP, counsel for Gregory S. Clark.

19 (q) “Defendants’ Releasees” means Defendants and their current and former  
20 parents, affiliates, subsidiaries, related entities, officers, directors, agents, successors,  
21 predecessors, assigns, assignees, partnerships, partners, principals, trustees, trusts, employees,  
22 Immediate Family members, insurers, reinsurers, advisors, estates, heirs, executors,  
23 administrators, shareholders, joint venturers, members, managers, supervisors, contractors,  
24 consultants, representatives, attorneys, and legal or personal representatives of the foregoing, in  
25 their capacities as such.

26 (r) “Effective Date” with respect to the Settlement means the first date by  
27 which all of the events and conditions specified in ¶ 34 of this Stipulation have been met and have  
28 occurred or have been waived.

- 1 (s) "ERISA" means the Employee Retirement Income Security Act of 1974.
- 2 (t) "Escrow Account" means an account maintained at Citibank, N.A. wherein  
3 the Settlement Amount shall be deposited and held in escrow under the control of Lead Counsel.
- 4 (u) "Escrow Agent" means Citibank, N.A.
- 5 (v) "Escrow Agreement" means the agreement between Lead Counsel and the  
6 Escrow Agent setting forth the terms under which the Escrow Agent shall maintain the Escrow  
7 Account.
- 8 (w) "Final," with respect to the Judgment or, if applicable, the Alternate  
9 Judgment, or any other court order, means when the last of the following shall occur: (i) the  
10 expiration of the time to file a motion to alter or amend the Judgment under Federal Rule of Civil  
11 Procedure 59(e) without any such motion having been filed; (ii) if no appeal is filed, the expiration  
12 date of the time provided for filing or noticing any appeal under the Federal Rules of Appellate  
13 Procedure, *i.e.*, thirty (30) days after entry of the judgment or order; or (iii) if a motion to alter or  
14 amend is filed or if there is an appeal from the judgment or order, (a) the date of final dismissal of  
15 all such appeals, or the final dismissal of any proceeding on certiorari or otherwise, or (b) the date  
16 the judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition  
17 for a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of  
18 review, and, if certiorari or other form of review is granted, the date of final affirmance following  
19 review pursuant to that grant. However, any appeal or proceeding seeking subsequent judicial  
20 review pertaining solely to an order issued with respect to (i) attorneys' fees, costs, or expenses,  
21 or (ii) the plan of allocation of Settlement proceeds (as submitted or subsequently modified), shall  
22 not in any way delay or preclude a judgment from becoming Final.
- 23 (x) "Immediate Family" means children, parents, siblings, brothers-in-law, and  
24 sisters-in-law.
- 25 (y) "Judgment" means the final judgment, substantially in the form attached  
26 hereto as Exhibit B, to be entered by the Court approving the Settlement.
- 27 (z) "Lead Counsel" means the law firm of Bernstein Litowitz Berger &  
28 Grossmann LLP.

1 (aa) “Lead Plaintiff” or “SEB” means SEB Investment Management AB.

2 (bb) “Litigation Expenses” means costs and expenses incurred in connection  
3 with commencing, prosecuting, and settling the Action (which may include the costs and expenses  
4 of Lead Plaintiff directly related to its representation of the Class), for which Lead Counsel intends  
5 to apply to the Court for payment or reimbursement from the Settlement Fund.

6 (cc) “Net Settlement Fund” means the Settlement Fund less: (i) any Taxes;  
7 (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court;  
8 (iv) any attorneys’ fees awarded by the Court; and (v) any other costs or fees approved by the  
9 Court.

10 (dd) “Notice and Administration Costs” means the reasonable costs, fees, and  
11 expenses that are incurred by the Claims Administrator and/or Lead Counsel in connection with:  
12 (i) providing notices to the Class (including, but not limited to, the costs associated with the  
13 Original Class Notice and the Settlement Notice, but excluding all costs associated with the  
14 Supplemental Class Notice); and (ii) administering the Settlement, including but not limited to the  
15 Claims process, as well as the costs, fees, and expenses incurred in connection with the Escrow  
16 Account.

17 (ee) “Original Class Notice” or “Class Notice” means the Notice of Pendency of  
18 Class Action dated June 26, 2020, which was disseminated to Class Members in accordance with  
19 the Court’s Order dated May 29, 2020 (Dkt. No. 243).

20 (ff) “Parties” means Defendants and Lead Plaintiff, on behalf of itself and the  
21 Class.

22 (gg) “Plaintiff’s Releasees” means Lead Plaintiff, all other plaintiffs in the  
23 Action, and all other Class Members, and their respective current and former parents, affiliates,  
24 subsidiaries, officers, directors, agents, successors, predecessors, assigns, assignees, partnerships,  
25 partners, trustees, trusts, employees, Immediate Family members, insurers, reinsurers, advisors,  
26 estates, heirs, executors, administrators, shareholders, joint venturers, members, managers,  
27 supervisors, contractors, consultants, representatives, attorneys, and legal or personal  
28 representatives of the foregoing, in their capacities as such.

1 (hh) “Plan of Allocation” means the proposed plan of allocation of the Net  
2 Settlement Fund set forth in the Notice.

3 (ii) “Preliminary Approval Order” means the order, substantially in the form  
4 attached hereto as Exhibit A, to be entered by the Court preliminarily approving the Settlement  
5 and directing that notice of the Settlement be provided to the Class.

6 (jj) “PSLRA” means the Private Securities Litigation Reform Act of 1995, 15  
7 U.S.C. § 78u-4, as amended.

8 (kk) “Released Claims” means all Released Defendants’ Claims and all Released  
9 Plaintiff’s Claims.

10 (ll) “Released Defendants’ Claims” means all claims and causes of action of  
11 every nature and description, whether known claims or Unknown Claims, whether arising under  
12 federal, state, common or foreign law, that arise out of or relate in any way to the institution,  
13 prosecution, or settlement of the claims asserted in the Action against Defendants. Released  
14 Defendants’ Claims do not include any of the following claims: (i) claims relating to the  
15 enforcement of the Settlement; (ii) claims against the persons or entities who submitted a request  
16 for exclusion from the Class by August 25, 2020 in connection with the Original Class Notice (as  
17 set forth in Appendix 1 hereto); (iii) claims against any persons or entities who submit a request  
18 for exclusion from the Class by July 2, 2021 in connection with the Supplemental Class Notice,  
19 including the persons and entities who have requested exclusion as of the date of this Stipulation  
20 (as set forth on Appendix 2 hereto); or (iv) if and only if the Court requires an additional  
21 opportunity for Class Members to request exclusion from the Class with respect to the Settlement,  
22 claims against any persons or entities who submit a request for exclusion from the Class in  
23 connection with the Settlement Notice (“Excluded Defendants’ Claims”).

24 (mm) “Released Plaintiff’s Claims” means all claims and causes of action,  
25 whether known claims or Unknown Claims, whether arising under federal, state, common or  
26 foreign law, that (i) Lead Plaintiff or any other Class Member asserted in the Complaint or Action  
27 under Sections 10(b), 20(a), and 20A of the Exchange Act and Rule 10b-5 or (ii) that arise out of  
28 or relate to the transactions or occurrences asserted in the Complaint or Action *and* concern claims

1 or causes of action of or by Lead Plaintiff or any other Class Member who purchased or otherwise  
2 acquired Symantec common stock during the Class Period and were allegedly damaged thereby.  
3 Released Plaintiff's Claims do not include any of the following claims: (i) claims relating to the  
4 enforcement of the Settlement; (ii) claims asserted in any pending ERISA action or derivative  
5 action, including, without limitation, claims asserted in *Lee v. Clark*, Case No. 3:19-cv-02522  
6 (N.D. Cal.), *Milliken v. Clark*, 1:18-cv-01848 (D. Del.), *In re Symantec Corporation Stockholder*  
7 *Derivative Litigation*, C.A. No. 2019-0224-JTL (Del. Ch.), and *Kukard v. Symantec Corporation*,  
8 C.A. No. N18C-07-117 MMJ CCLD (Del. Super. Ct.), and any related or consolidated cases; (iii)  
9 claims by any governmental entity that arise out of any governmental investigation of Defendants  
10 relating to the alleged wrongful conduct in the Action; (iv) claims of the persons or entities who  
11 submitted a request for exclusion from the Class by August 25, 2020 in connection with the  
12 Original Class Notice (as set forth in Appendix 1 hereto); (v) claims of any persons or entities who  
13 submit a request for exclusion from the Class by July 2, 2021 in connection with the Supplemental  
14 Class Notice, including the persons and entities who have requested exclusion as of the date of this  
15 Stipulation (as set forth on Appendix 2 hereto); or (vi) if and only if the Court requires an additional  
16 opportunity for Class Members to request exclusion from the Class with respect to the Settlement,  
17 claims of any persons or entities who submit a request for exclusion from the Class in connection  
18 with the Settlement Notice ("Excluded Plaintiff's Claims").

19 (nn) "Releasee(s)" means each and any of the Defendants' Releasees and each  
20 and any of the Plaintiff's Releasees.

21 (oo) "Releases" means the releases set forth in ¶¶ 4-5 of this Stipulation.

22 (pp) "Settlement" means the settlement between Lead Plaintiff and Defendants  
23 on the terms and conditions set forth in this Stipulation.

24 (qq) "Settlement Amount" means \$70,000,000 in cash in United States dollars.

25 (rr) "Symantec" or the "Company" means Symantec Corporation, now known  
26 as NortonLifeLock Inc.

27 (ss) "Settlement Fund" means the Settlement Amount plus any and all interest  
28 earned thereon.

1                   (tt) “Settlement Fairness Hearing” means the hearing set by the Court under  
2 Rule 23(e)(2) of the Federal Rules of Civil Procedure to consider final approval of the Settlement.

3                   (uu) “Settlement Notice” means the Notice of (i) Proposed Settlement and Plan  
4 of Allocation; (ii) Settlement Fairness Hearing; and (iii) Motion for an Award of Attorneys’ Fees  
5 and Litigation Expenses, substantially in the form attached hereto as Exhibit 1 to Exhibit A, which  
6 is to be mailed to Class Members.

7                   (vv) “Summary Settlement Notice” means the Summary Notice of (I) Proposed  
8 Settlement and Plan of Allocation; (II) Settlement Fairness Hearing; and (III) Motion for an Award  
9 of Attorneys’ Fees and Litigation Expenses, substantially in the form attached hereto as Exhibit 3  
10 to Exhibit A, to be published as set forth in the Preliminary Approval Order.

11                   (wv) “Supplemental Class Notice” means the Supplemental Notice of Pendency  
12 of Class Action dated May 7, 2021, which was disseminated to Class Members in accordance with  
13 the Court’s Order dated April 24, 2021 (Dkt. No. 386).

14                   (xx) “Taxes” means: (i) all federal, state and/or local taxes of any kind (including  
15 any interest or penalties thereon) on any income earned by the Settlement Fund; and (ii) the  
16 expenses and costs incurred by Lead Counsel in connection with determining the amount of, and  
17 paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax  
18 attorneys and accountants).

19                   (yy) “Unknown Claims” means any Released Plaintiff’s Claims which Lead  
20 Plaintiff or any other Class Member does not know or suspect to exist in his, her, or its favor at the  
21 time of the release of such claims, and any Released Defendants’ Claims which any Defendant  
22 does not know or suspect to exist in his, her, or its favor at the time of the release of such claims,  
23 which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to  
24 this Settlement. For the avoidance of doubt, Unknown Claims are limited to those that (a) Lead  
25 Plaintiff or any other Class Member or Defendants (i) asserted in the Complaint or Action or  
26 (ii) arise out of or relate to the transactions or occurrences asserted in the Complaint or Action *and*  
27 concern claims or causes of action of or by Lead Plaintiff or any other Class Member who  
28 purchased or otherwise acquired Symantec common stock during the Class Period and were



1 allegedly damaged thereby. Lead Plaintiff and any other Class Member, and Defendants may  
2 hereafter discover facts in addition to or different from those that he, she, or it now knows or believes  
3 to be true with respect to the subject matter of Released Plaintiff's Claims and Released Defendants'  
4 Claims, but they stipulate and agree that, upon the Effective Date of the Settlement, they shall  
5 expressly waive and by operation of the Judgment shall have, fully, finally, and forever settled and  
6 released any and all Unknown Claims. The Parties acknowledge, and each of the Class Members  
7 shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately  
8 bargained for and a key element of the Settlement.

9 **PRELIMINARY APPROVAL OF SETTLEMENT**

10 2. On July 6, 2021, Lead Plaintiff will move for preliminary approval of the  
11 Settlement, authorization to provide notice of the Settlement to the Class, and the scheduling of a  
12 hearing for consideration of final approval of the Settlement, which motion shall be unopposed by  
13 Defendants. Concurrently with the motion for preliminary approval, Lead Plaintiff shall apply to  
14 the Court for, and Defendants shall agree to, entry of the Preliminary Approval Order, substantially  
15 in the form attached hereto as Exhibit A.

16 **RELEASE OF CLAIMS**

17 3. The obligations incurred pursuant to this Stipulation are in consideration of: (a) the  
18 full and final disposition of the Action as against Defendants; and (b) the Releases provided for  
19 herein.

20 4. Pursuant to the Judgment, or the Alternate Judgment, if applicable, without further  
21 action by anyone, upon the Effective Date of the Settlement, Lead Plaintiff and each of the other  
22 Class Members, on behalf of themselves, and their respective current and former heirs, executors,  
23 administrators, predecessors, successors, officers, directors, agents, parents, affiliates,  
24 subsidiaries, employees, attorneys, assignees, and assigns, in their capacities as such, shall be  
25 deemed to have, and by operation of law and of the judgment shall have, fully, finally, and forever  
26 compromised, settled, released, resolved, relinquished, waived, and discharged any and all of the  
27 Released Plaintiff's Claim against Defendants and the other Defendants' Releasees, whether or  
28 not such Class Member executes and delivers a Claim or objects to the settlement, and shall forever

1 be barred and enjoined from prosecuting, commencing, instituting, or continuing to prosecute any  
2 action or other proceeding in any court of law or equity, arbitration tribunal, or administrative  
3 forum, asserting any or all of the Released Plaintiff's Claims against any of the Defendants'  
4 Releasees. This Release shall not apply to any of the Excluded Plaintiff's Claims.

5         5. Pursuant to the Judgment, or the Alternate Judgment, if applicable, without further  
6 action by anyone, upon the Effective Date of the Settlement, Defendants, on behalf of themselves,  
7 and their respective current and former heirs, executors, administrators, predecessors, successors,  
8 officers, directors, agents, parents, affiliates, subsidiaries, employees, attorneys, assignees, and  
9 assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the  
10 judgment shall have, fully, finally, and forever compromised, settled, released, resolved,  
11 relinquished, waived, and discharged any and all Released Defendants' Claims against Lead  
12 Plaintiff and the other Plaintiff's Releasees, and shall forever be barred and enjoined from  
13 prosecuting, commencing, instituting, or continuing to prosecute any action or other proceeding in  
14 any court of law or equity, arbitration tribunal, or administrative forum, asserting any or all of the  
15 Released Defendants' Claims against any of the Plaintiff's Releasees. This Release shall not apply  
16 to any of the Excluded Defendants' Claims.

17         6. Notwithstanding ¶¶ 4-5 above, nothing in the Judgment, or the Alternate Judgment,  
18 if applicable, shall bar any action by any of the Parties to enforce or effectuate the terms of this  
19 Stipulation or the Judgment, or Alternate Judgment, if applicable.

20         7. The Judgment or Alternative Judgment shall contain a bar order ("Bar Order") that  
21 shall, upon the Effective Date, permanently bar, extinguish, and discharge to the fullest extent  
22 permitted by law any and all claims for contribution or indemnity (or any other claim, however  
23 denominated on whatsoever theory, for which the injury claimed is that person's alleged liability  
24 to Lead Plaintiff or any Class Member) based upon or arising out of any Released Plaintiff's Claim  
25 (a) by any person or entity against any of the Defendants' Releasees and (b) by any of the  
26 Defendants' Releasees against any other person or entity, provided however, that nothing in the  
27 Bar Order shall release or alter the rights Defendants may have under their applicable insurance  
28 policies or any right of indemnification or contribution that Gregory S. Clark may have under

1 contract or otherwise. The Bar Order shall be consistent with, and apply to the full extent of, the  
2 PSLRA.

3 **THE SETTLEMENT CONSIDERATION**

4 8. In consideration of the settlement of the Released Plaintiff's Claims against  
5 Defendants and the other Defendants' Releasees, Symantec, on behalf of Defendants, shall pay or  
6 cause its insurance carriers to pay the Settlement Amount into the Escrow Account no later than  
7 thirty (30) calendar days after the later of: (a) the date of entry by the Court of an order  
8 preliminarily approving this Settlement; or (b) Defendants' Counsel's receipt from Lead Counsel  
9 of the information necessary to effectuate a transfer of funds to the Escrow Account, including  
10 wiring instructions that include the bank name and ABA routing number, account name and  
11 number, and a signed Form W-9 (Rev. October 2018) reflecting the taxpayer identification number  
12 for the qualified settlement fund in which the Settlement Amount is to be deposited.

13 **USE OF SETTLEMENT FUND**

14 9. The Settlement Fund shall be used to pay: (a) any Taxes; (b) any Notice and  
15 Administration Costs; (c) any Litigation Expenses awarded by the Court; (d) any attorneys' fees  
16 awarded by the Court; and (e) any other costs and fees approved by the Court. The balance  
17 remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be distributed to  
18 Authorized Claimants as provided in ¶¶ 18-30 below. The Escrow Agent shall not disburse the  
19 Settlement Fund except as provided in this Stipulation or by an order of the Court.

20 10. Except as provided herein or pursuant to orders of the Court, the Net Settlement  
21 Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow  
22 Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction  
23 of the Court until such time as the funds shall be distributed or returned pursuant to the terms of  
24 this Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in the  
25 Escrow Account exclusively in United States Treasury Bills (or a mutual fund invested solely in  
26 such instruments) and shall collect and reinvest all interest accrued thereon, except that any  
27 residual cash balances up to the amount that is insured by the FDIC may be deposited in any  
28 account that is fully insured by the FDIC. In the event that the yield on United States Treasury

1 Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by  
2 the Escrow Agent may be deposited in any account that is fully insured by the FDIC or invested  
3 in instruments backed by the full faith and credit of the United States. Additionally, if short-term  
4 placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may  
5 be deposited in any account that is fully insured by the FDIC or invested in instruments backed by  
6 the full faith and credit of the United States. Defendants' Releasees shall have no responsibility  
7 for, interest in or liability whatsoever with respect to investment decisions or the action of the  
8 Escrow Agent, or any transaction executed by the Escrow Agent.

9       11. The Parties agree that the Settlement Fund is intended to be a Qualified Settlement  
10 Fund within the meaning of Treasury Regulation § 1.468B-1 and that Lead Counsel, as  
11 administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3),  
12 shall be solely responsible for filing or causing to be filed all informational and other tax returns  
13 as may be necessary or appropriate (including, without limitation, the returns described in Treasury  
14 Regulation § 1.468B-2(k)) for the Settlement Fund. Lead Counsel shall also be responsible for  
15 causing payment to be made from the Settlement Fund of any Taxes owed with respect to the  
16 Settlement Fund. The Defendants' Releasees shall not have any liability or responsibility for any  
17 such Taxes. Upon written request, Defendants will provide to Lead Counsel the statement  
18 described in Treasury Regulation § 1.468B-3(e). Lead Counsel, as administrator of the Settlement  
19 Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such  
20 elections as are necessary or advisable to carry out this paragraph, including, as necessary, making  
21 a "relation back election," as described in Treasury Regulation § 1.468B-1(j), to cause the  
22 Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or  
23 cause to be taken all actions as may be necessary or appropriate in connection therewith.

24       12. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid, or  
25 caused to be paid, by Lead Counsel and without further order of the Court. Any tax returns  
26 prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with  
27 the previous paragraph and in all events shall reflect that all Taxes on the income earned by the  
28 Settlement Fund shall be paid out of the Settlement Fund as provided herein. Defendants'

1 Releasees shall have no responsibility or liability for the acts or omissions of Lead Counsel or its  
2 agents with respect to the payment of Taxes, as described herein.

3 13. The Settlement is not a claims-made settlement. Upon the occurrence of the  
4 Effective Date, no Defendant, Defendants' Releasee, or any other person or entity who or which  
5 paid any portion of the Settlement Amount shall have any right to the return of the Settlement Fund  
6 or any portion thereof for any reason whatsoever, including without limitation, the number of  
7 Claims submitted, the collective amount of Recognized Claims of Authorized Claimants, the  
8 percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net  
9 Settlement Fund.

10 14. Notwithstanding the fact that the Effective Date of the Settlement has not yet  
11 occurred, Lead Counsel may pay up to \$750,000 from the Settlement Fund, without further  
12 approval from Defendants or their insurers or further order of the Court, for all reasonable Notice  
13 and Administration Costs actually incurred and paid or payable. Such costs and expenses shall  
14 include, without limitation, the actual costs of printing and mailing the Original Class Notice and  
15 Settlement Notice, publishing the Summary Settlement Notice, reimbursements to nominee  
16 owners for forwarding the Original Class Notice or Settlement Notice to their beneficial owners,  
17 the administrative expenses incurred and fees charged by the Claims Administrator in connection  
18 with providing notice and administering the Settlement (including processing the submitted  
19 Claims), and the fees, if any, of the Escrow Agent, but excluding all costs associated with the  
20 Supplemental Class Notice. In the event that the Settlement is terminated pursuant to the terms of  
21 this Stipulation, all Notice and Administration Costs paid or incurred, including any related fees,  
22 shall not be returned or repaid to Defendants, any of the other Defendants' Releasees, or any other  
23 person or entity who or which paid any portion of the Settlement Amount.

24 **ATTORNEYS' FEES AND LITIGATION EXPENSES**

25 15. Lead Counsel will apply to the Court for an award of attorneys' fees to be paid  
26 solely from (and out of) the Settlement Fund. Lead Counsel also will apply to the Court for  
27 payment or reimbursement of Litigation Expenses, which may include a request for reimbursement  
28 of Lead Plaintiff's costs and expenses directly related to its representation of the Class, to be paid

1 solely from (and out of) the Settlement Fund. Lead Counsel’s application for an award of  
2 attorneys’ fees and/or Litigation Expenses is not the subject of any agreement between Defendants  
3 and Lead Plaintiff other than what is set forth in this Stipulation.

4 16. Any attorneys’ fees and Litigation Expenses that are awarded by the Court shall be  
5 paid to Lead Counsel immediately after the Court executes the Judgment, or, if applicable, the  
6 Alternate Judgment, and upon an order awarding such fees and expenses, notwithstanding the  
7 existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral  
8 attack on the Settlement or any part thereof, subject to Lead Counsel’s obligation to make  
9 appropriate refunds or repayments to the Settlement Fund, plus accrued interest at the same net  
10 rate as is earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms of  
11 this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful  
12 collateral attack, the award of attorneys’ fees and/or Litigation Expenses is reduced or reversed  
13 and such order reducing or reversing the award has become Final. Lead Counsel shall make the  
14 appropriate refund or repayment in full no later than thirty (30) calendar days after: (a) receiving  
15 from Defendants’ Counsel notice of the termination of the Settlement; or (b) any order reducing  
16 or reversing the award of attorneys’ fees and/or Litigation Expenses has become Final. An award  
17 of attorneys’ fees and/or Litigation Expenses is not a necessary term of this Stipulation and is not  
18 a condition of the Settlement embodied herein. Neither Lead Plaintiff nor Lead Counsel may  
19 cancel or terminate the Settlement based on this Court’s or any appellate court’s ruling with respect  
20 to attorneys’ fees and/or Litigation Expenses.

21 17. Defendants’ Releasees shall have no responsibility for or liability whatsoever with  
22 respect to the award of attorneys’ fees or Litigation Expenses. The attorneys’ fees and Litigation  
23 Expenses that are awarded to Lead Counsel shall be payable solely from the Escrow Account.

24 **NOTICE AND SETTLEMENT ADMINISTRATION**

25 18. As part of the Preliminary Approval Order, Lead Counsel shall seek appointment  
26 of the Claims Administrator. The Claims Administrator shall administer the Settlement, including  
27 but not limited to the process of receiving, reviewing, and approving or denying Claims, under  
28 Lead Counsel’s supervision and subject to the jurisdiction of the Court. None of the Defendants,

1 nor any other Defendants' Releasees, shall have any involvement in or any responsibility,  
2 authority, or liability whatsoever for the selection of the Claims Administrator, the Plan of  
3 Allocation, the administration of the Settlement, the Claims process, or disbursement of the Net  
4 Settlement Fund, and shall have no liability whatsoever to any person or entity, including, but not  
5 limited to, Lead Plaintiff, any other Class Members, or Lead Counsel in connection with the  
6 foregoing. Defendants' Counsel shall cooperate in the administration of the Settlement to the  
7 extent reasonably necessary to effectuate its terms.

8         19. In accordance with the terms of the Preliminary Approval Order entered by the  
9 Court, Lead Counsel shall cause the Claims Administrator to mail the Settlement Notice and Proof  
10 of Claim Form to all persons or entities who were previously mailed copies of the Class Notices  
11 and any other potential Class Members who may be identified through reasonable effort. Lead  
12 Counsel shall also cause the Claims Administrator to have the Summary Settlement Notice  
13 published in accordance with the terms of the Preliminary Approval Order entered by the Court.

14         20. No later than ten (10) calendar days following the filing of this Stipulation with the  
15 Court, Symantec shall, on behalf of Defendants, serve the notice required under the Class Action  
16 Fairness Act, 28 U.S.C. § 1715 et seq. ("CAFA"). Defendants are solely responsible for the costs  
17 of the CAFA notice and administering the CAFA notice. At least seven (7) calendar days before  
18 the Settlement Fairness Hearing, on behalf of Defendants, Symantec shall cause to be served on  
19 Lead Counsel and filed with the Court proof, by affidavit or declaration, regarding compliance  
20 with CAFA § 1715(b). The Parties agree that any delay by Symantec in causing the timely service  
21 of the CAFA notice will not provide grounds for delay of the Settlement Fairness Hearing or entry  
22 of the Judgment.

23         21. The Claims Administrator shall receive Claims and determine first, whether the  
24 Claim is a valid Claim, in whole or part, and second, each Authorized Claimant's *pro rata* share  
25 of the Net Settlement Fund based upon each Authorized Claimant's Recognized Claim compared  
26 to the total Recognized Claims of all Authorized Claimants (as set forth in the Plan of Allocation  
27 set forth in the Settlement Notice attached hereto as Exhibit 1 to Exhibit A, or in such other plan  
28 of allocation as the Court approves).

1           22.     The Plan of Allocation proposed in the Settlement Notice is not a necessary term  
2 of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this  
3 Stipulation that any particular plan of allocation be approved by the Court. Lead Plaintiff and  
4 Lead Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court's  
5 or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation  
6 in this Action. Defendants and the other Defendants' Releasees shall not object in any way to the  
7 Plan of Allocation or any other plan of allocation in this Action. No Defendant, nor any other  
8 Defendants' Releasees, shall have any involvement with or liability, obligation or responsibility  
9 whatsoever for the application of the Court-approved plan of allocation.

10           23.     Any Class Member who does not submit a valid Claim will not be entitled to receive  
11 any distribution from the Net Settlement Fund, but will otherwise be bound by all of the terms of  
12 this Stipulation and the Settlement, including the terms of the Judgment or, the Alternate Judgment,  
13 if applicable, to be entered in the Action and the Releases provided for herein and therein, and will  
14 be permanently barred and enjoined from bringing any action, claim, or other proceeding of any  
15 kind against the Defendants' Releasees with respect to the Released Plaintiff's Claims in the event  
16 that the Effective Date occurs with respect to the Settlement.

17           24.     Lead Counsel shall be responsible for supervising the administration of the  
18 Settlement and the disbursement of the Net Settlement Fund subject to Court approval. No  
19 Defendant, or any other Defendants' Releasees, shall be permitted to review, contest, or object to  
20 any Claim, or any decision of the Claims Administrator or Lead Counsel with respect to accepting  
21 or rejecting any Claim for payment. Lead Counsel shall have the right, but not the obligation, to  
22 waive what it deems to be formal or technical defects in any Claims submitted in the interests of  
23 achieving substantial justice.

24           25.     For purposes of determining the extent, if any, to which a Class Member shall be  
25 entitled to be treated as an Authorized Claimant, the following conditions shall apply:

26                   (a)     Each Claimant shall be required to submit a Claim in paper form,  
27 substantially in the form attached hereto as Exhibit 2 to Exhibit A, or in electronic form, in  
28 accordance with the instructions for the submission of such Claims, and supported by such



1 documents as are designated therein, including proof of the Claimant's loss, or such other  
2 documents or proof as the Claims Administrator or Lead Counsel, in their discretion, may deem  
3 acceptable;

4 (b) All Claims must be submitted by the date set by the Court in the Preliminary  
5 Approval Order and specified in the Settlement Notice. Any Class Member who fails to submit a  
6 Claim by such date shall be forever barred from receiving any distribution from the Net Settlement  
7 Fund or payment pursuant to this Stipulation (unless by Order of the Court such Class Member's  
8 Claim is accepted), but shall in all other respects be bound by all of the terms of this Stipulation  
9 and the Settlement, including the terms of the Judgment or Alternate Judgment, if applicable, and  
10 the Releases provided for herein and therein, and will be permanently barred and enjoined from  
11 bringing any action, claim or other proceeding of any kind against any Defendants' Releasees with  
12 respect to any Released Plaintiff's Claim. Provided that it is mailed by the claim-submission  
13 deadline, a Claim Form shall be deemed to be submitted when postmarked, if received with a  
14 postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance  
15 with the instructions thereon. In all other cases, the Claim Form shall be deemed to have been  
16 submitted on the date when actually received by the Claims Administrator;

17 (c) Each Claim shall be submitted to and reviewed by the Claims Administrator  
18 who shall determine in accordance with this Stipulation and the plan of allocation the extent, if  
19 any, to which each Claim shall be allowed, subject to review by the Court pursuant to subparagraph  
20 (e) below as necessary;

21 (d) Claims that do not meet the submission requirements may be rejected. Prior  
22 to rejecting a Claim in whole or in part, the Claims Administrator shall communicate with the  
23 Claimant in writing, to give the Claimant the chance to remedy any curable deficiencies in the  
24 Claim submitted. The Claims Administrator shall notify, in a timely fashion and in writing, all  
25 Claimants whose Claim the Claims Administrator proposes to reject in whole or in part, setting  
26 forth the reasons therefor, and shall indicate in such notice that the Claimant whose Claim is to be  
27 rejected has the right to a review by the Court if the Claimant so desires and complies with the  
28 requirements of subparagraph (e) below; and

1 (e) If any Claimant whose Claim has been rejected in whole or in part desires  
2 to contest such rejection, the Claimant must, within twenty (20) days after the date of mailing of  
3 the notice required in subparagraph (d) above or a lesser time period if the Claim was untimely,  
4 serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's  
5 grounds for contesting the rejection along with any supporting documentation, and requesting a  
6 review thereof by the Court. If a dispute concerning a Claim cannot be otherwise resolved, Lead  
7 Counsel shall thereafter present the request for review to the Court.

8 26. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court  
9 with respect to the Claimant's Claim, and the Claim will be subject to investigation and discovery  
10 under the Federal Rules of Civil Procedure, provided, however, that such investigation and  
11 discovery shall be limited to that Claimant's status as a Class Member and the validity and amount  
12 of the Claimant's Claim. No discovery shall be allowed on the merits of this Action or of the  
13 Settlement in connection with the processing of Claims.

14 27. Lead Counsel will apply to the Court, on notice to Defendants' Counsel, for a Class  
15 Distribution Order: (a) approving the Claims Administrator's administrative determinations  
16 concerning the acceptance and rejection of the Claims submitted; (b) approving payment of any  
17 administration fees and expenses associated with the administration of the Settlement from the  
18 Escrow Account; and (c) if the Effective Date has occurred, directing payment of the Net  
19 Settlement Fund to Authorized Claimants from the Escrow Account.

20 28. Payment pursuant to the Class Distribution Order shall be final and conclusive  
21 against all Claimants. All Class Members whose Claims are not approved by the Court for  
22 payment shall be barred from participating in distributions from the Net Settlement Fund, but  
23 otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the  
24 terms of the Judgment or Alternate Judgment, if applicable, to be entered in this Action and the  
25 Releases provided for herein and therein, and will be permanently barred and enjoined from  
26 bringing any action against any and all Defendants' Releasees with respect to any and all of the  
27 Released Plaintiff's Claims.

28



1 (c) Symantec has not exercised its option to terminate the Settlement pursuant  
2 to the provisions of this Stipulation;

3 (d) Lead Plaintiff has not exercised its option to terminate the Settlement  
4 pursuant to the provisions of this Stipulation; and

5 (e) the Court has approved the Settlement as described herein, following notice  
6 to the Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure, and  
7 entered the Judgment and the Judgment has become Final, or the Court has entered an Alternate  
8 Judgment and none of the Parties seek to terminate the Settlement and the Alternate Judgment has  
9 become Final.

10 33. Upon the occurrence of all of the events referenced in ¶ 32 above, any and all  
11 remaining interest or right of Defendants or their insurers in or to the Settlement Fund, if any, shall  
12 be absolutely and forever extinguished and the Releases herein shall be effective.

13 34. If (i) Symantec exercises its right to terminate the Settlement as provided in this  
14 Stipulation; (ii) Lead Plaintiff exercises its right to terminate the Settlement as provided in this  
15 Stipulation; (iii) the Court disapproves the Settlement; or (iv) the Effective Date as to the  
16 Settlement otherwise fails to occur, then:

17 (a) The Settlement and the relevant portions of this Stipulation shall be  
18 canceled and terminated.

19 (b) Lead Plaintiff and Defendants shall revert to their respective positions in the  
20 Action of immediately prior to the execution of the Term Sheet on May 26, 2021.

21 (c) The terms and provisions of this Stipulation, with the exception of this ¶ 34  
22 and ¶¶ 14, 16, 38 and 58, shall have no further force and effect with respect to the Parties and shall  
23 not be used in the Action or in any other proceeding for any purpose, and any Judgment, or  
24 Alternate Judgment, if applicable, or order entered by the Court in accordance with the terms of  
25 this Stipulation shall be treated as vacated, *nunc pro tunc*.

26 (d) Within fifteen (15) business days after joint written notification of  
27 termination is sent by Defendants' Counsel and Lead Counsel to the Escrow Agent, the Settlement  
28 Fund (including accrued interest thereon, and change in value as a result of the investment of the

1 Settlement Fund, and any funds received by Lead Counsel consistent with ¶ 16 above), less any  
2 Notice and Administration Costs actually incurred, paid, or payable and less any Taxes paid, due,  
3 or owing shall be refunded by the Escrow Agent to each payor of the Settlement Amount (*pro rata*  
4 according to the amount of their respective payments into the Settlement Fund). In the event that  
5 the funds received by Lead Counsel consistent with ¶ 16 above have not been refunded to the  
6 Settlement Fund within the fifteen (15) business days specified in this paragraph, those funds shall  
7 be refunded by the Escrow Agent to each payor of the Settlement Amount (*pro rata* according to  
8 the amount of their respective payments into the Settlement Fund) immediately upon their deposit  
9 into the Escrow Account consistent with ¶ 16 above.

10           35. It is further stipulated and agreed that Symantec and Lead Plaintiff shall each have  
11 the right to terminate the Settlement and this Stipulation, by providing written notice of their  
12 election to do so (“Termination Notice”) to the other Parties to this Stipulation within thirty (30)  
13 calendar days of: (a) the Court’s final refusal to enter the Preliminary Approval Order in any  
14 material respect; (b) the Court’s final refusal to approve the Settlement or any material part thereof;  
15 (c) the Court’s final refusal to enter the Judgment in any material respect as to the Settlement;  
16 (d) the date upon which the Judgment is modified or reversed in any material respect by the United  
17 States Court of Appeals for the Ninth Circuit or the United States Supreme Court; or (e) the date  
18 upon which an Alternate Judgment is modified or reversed in any material respect by the United  
19 States Court of Appeals for the Ninth Circuit or the United States Supreme Court, and the  
20 provisions of ¶ 34 above shall apply. However, any decision or proceeding, whether in this Court  
21 or any appellate court, with respect to an application for attorneys’ fees or Litigation Expenses or  
22 with respect to any plan of allocation shall not be considered material to the Settlement, shall not  
23 affect the finality of any Judgment or Alternate Judgment, if applicable, and shall not be grounds  
24 for termination of the Settlement.

25           36. In addition to the grounds set forth in ¶ 35 above, Symantec shall have the unilateral  
26 right to terminate the Settlement in the event that Class Members timely and validly requesting  
27 exclusion from the Class in connection with the Supplemental Class Notice or, if the Court requires  
28 that Class Members be given an additional opportunity to exclude themselves from the Class with

1 respect to the Settlement, in connection with the Settlement Notice, meet the conditions set forth  
2 in Symantec’s confidential supplemental agreement with Lead Plaintiff (the “Supplemental  
3 Agreement”), in accordance with the terms of that agreement. The Supplemental Agreement,  
4 which is being executed concurrently herewith, shall not be filed with the Court and its terms shall  
5 not be disclosed in any other manner (other than the statements herein and, as applicable, in the  
6 Settlement Notice, to the extent necessary, or as otherwise provided in the Supplemental  
7 Agreement) unless the Court otherwise directs or a dispute arises between Lead Plaintiff and  
8 Symantec concerning its interpretation or application, in which event the Parties shall submit the  
9 Supplemental Agreement to the Court in camera and request that the Court afford it confidential  
10 treatment.

11 37. In addition to the grounds set forth in ¶ 35 above, Lead Plaintiff shall also have the  
12 right to terminate the Settlement in the event that the Settlement Amount has not been paid as  
13 provided for in ¶ 8 above, but only if (a) Lead Counsel has provided written notice of the election  
14 to terminate to Defendants’ Counsel, and (b) the entire Settlement Amount is not transferred to the  
15 Escrow Account within seven (7) calendar days after Lead Counsel has provided such written  
16 notice.

17 **NO ADMISSION OF WRONGDOING**

18 38. Neither the Term Sheet, this Stipulation (whether or not consummated), including  
19 the exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation  
20 that may be approved by the Court), the negotiations leading to the execution of the Term Sheet  
21 and this Stipulation, nor any proceedings taken pursuant to or in connection with the Term Sheet,  
22 this Stipulation, and/or approval of the Settlement (including any arguments proffered in  
23 connection therewith):

24 (a) shall be offered against any of the Defendants’ Releasees as evidence of, or  
25 construed as, or deemed to be evidence of any presumption, concession, or admission by any of  
26 the Defendants’ Releasees with respect to the truth of any fact alleged by Lead Plaintiff or the  
27 validity of any claim that was or could have been asserted or the deficiency of any defense that has  
28 been or could have been asserted in this Action or in any other litigation, or of any liability,

1 negligence, fault, or other wrongdoing of any kind of any of the Defendants' Releasees or in any  
2 way referred to for any other reason as against any of the Defendants' Releasees, in any arbitration  
3 proceeding or other civil, criminal, or administrative action or proceeding, other than such  
4 proceedings as may be necessary to effectuate the provisions of this Stipulation;

5 (b) shall be offered against any of the Plaintiff's Releasees, as evidence of, or  
6 construed as, or deemed to be evidence of any presumption, concession, or admission by any of  
7 the Plaintiff's Releasees that any of their claims are without merit, that any of the Defendants'  
8 Releasees had meritorious defenses, or that damages recoverable under the Complaint would not  
9 have exceeded the Settlement Amount or with respect to any liability, negligence, fault, or  
10 wrongdoing of any kind, or in any way referred to for any other reason as against any of the  
11 Plaintiff's Releasees, in any arbitration proceeding or other civil, criminal, or administrative action  
12 or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this  
13 Stipulation; or

14 (c) shall be construed against any of the Releasees as an admission, concession,  
15 or presumption that the consideration to be given hereunder represents the amount which could be  
16 or would have been recovered after trial;

17 *provided, however*, that if this Stipulation is approved by the Court, the Parties and the Releasees  
18 and their respective counsel may refer to it to effectuate the protections from liability granted  
19 hereunder or otherwise to enforce the terms of the Settlement. Defendants' Releasees may file  
20 this Stipulation and/or the Judgment from this Action in any other action that may be brought  
21 against them in order to support a defense or counterclaim based on principles of res judicata,  
22 collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim  
23 preclusion or issue preclusion or similar defense or counterclaim.

24 **MISCELLANEOUS PROVISIONS**

25 39. All of the exhibits attached hereto are hereby incorporated by reference as though  
26 fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or  
27 inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto,  
28 the terms of the Stipulation shall prevail.

1           40. Defendants warrant that, as to the payments made or to be made on behalf of them,  
2 at the time of entering into this Stipulation and at the time of such payment they, or to the best of  
3 their knowledge any persons or entities contributing to the payment of the Settlement Amount,  
4 were not insolvent, nor will the payment required to be made by or on behalf of them render them  
5 insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code,  
6 including §§ 101 and 547 thereof. This representation is made by each of the Defendants as to  
7 itself or himself only and not by their counsel.

8           41. In the event of the entry of a final order of a court of competent jurisdiction  
9 determining the transfer of money to the Settlement Fund or any portion thereof by or on behalf  
10 of Defendants to be a preference, voidable transfer, fraudulent transfer or similar transaction and  
11 any portion thereof is required to be returned, and such amount is not promptly deposited into the  
12 Settlement Fund by others, then, at the election of Lead Plaintiff, Lead Plaintiff and Defendants  
13 shall jointly move the Court to vacate and set aside the Releases given and the Judgment or  
14 Alternate Judgment, if applicable, entered in favor of Defendants and the other Releasees pursuant  
15 to this Stipulation, in which event the Releases and Judgment, or Alternate Judgment, if applicable,  
16 shall be null and void, and the Parties shall be restored to their respective positions in the litigation  
17 as provided in ¶ 34 above and any cash amounts in the Settlement Fund (less any Taxes paid, due,  
18 or owing with respect to the Settlement Fund and less any Notice and Administration Costs  
19 actually incurred, paid, or payable) shall be returned as provided in ¶ 34 above.

20           42. The Parties intend this Stipulation and the Settlement to be a final and complete  
21 resolution of all disputes asserted or which could be asserted by Lead Plaintiff and any other Class  
22 Members against the Defendants' Releasees with respect to the Released Plaintiff's Claims. No  
23 Party shall assert any claims of any violation of Rule 11 of the Federal Rules of Civil Procedure  
24 relating to the institution, prosecution, defense, or settlement of this Action. The Parties agree that  
25 the amounts paid and the other terms of the Settlement were negotiated at arm's length and in good  
26 faith by the Parties, including through a mediation process supervised and conducted by the  
27 Honorable Donna M. Ryu, and reflect the Settlement that was reached voluntarily after extensive  
28



1 negotiations and consultation with experienced legal counsel, who were fully competent to assess  
2 the strengths and weaknesses of their respective clients' claims or defenses.

3 43. While retaining their right to deny that the claims asserted in the Action were  
4 meritorious, Defendants and their counsel, in any statement made to any media representative  
5 (whether or not for attribution) will not assert that the Action was commenced or prosecuted in  
6 bad faith, nor will they deny that the Action was commenced and prosecuted in good faith and is  
7 being settled voluntarily after consultation with competent legal counsel. In all events, Lead  
8 Plaintiff and its counsel and Defendants and their counsel shall not make any accusations of  
9 wrongful or actionable conduct by either Party concerning the prosecution, defense, and resolution  
10 of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any  
11 claim or defense alleged.

12 44. The terms of the Settlement, as reflected in this Stipulation, may not be modified  
13 or amended, nor may any of its provisions be waived except by a writing signed on behalf of both  
14 Lead Plaintiff and Defendants (or their successors-in-interest).

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

17 46. The administration and consummation of the Settlement as embodied in this  
18 Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the  
19 purpose of entering orders providing for awards of attorneys' fees and Litigation Expenses to Lead  
20 Counsel and enforcing the terms of this Stipulation, including the Plan of Allocation (or such other  
21 plan of allocation as may be approved by the Court) and the distribution of the Net Settlement  
22 Fund to Class Members.

23 47. The waiver by one Party of any breach of this Stipulation by any other Party shall  
24 not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

25 48. This Stipulation and its exhibits and the Supplemental Agreement constitute the  
26 entire agreement among Lead Plaintiff and Defendants concerning the Settlement and this  
27 Stipulation and its exhibits. All Parties acknowledge that no other agreements, representations,  
28

1 warranties, or inducements have been made by any Party concerning this Stipulation, its exhibits  
2 or the Supplemental Agreement other than those contained and memorialized in such documents.

3 49. This Stipulation may be executed in one or more counterparts, including by  
4 signature transmitted via facsimile, or by a .pdf/.tif image of the signature transmitted via email.  
5 All executed counterparts and each of them shall be deemed to be one and the same instrument.

6 50. This Stipulation shall be binding upon and inure to the benefit of the successors and  
7 assigns of the Parties, including any and all Releasees and any corporation, partnership, or other  
8 entity into or with which any Party may merge, consolidate, or reorganize.

9 51. The construction, interpretation, operation, effect and validity of this Stipulation,  
10 the Supplemental Agreement and all documents necessary to effectuate it shall be governed by the  
11 internal laws of the State of California without regard to conflicts of laws, except to the extent that  
12 federal law requires that federal law govern.

13 52. Any action arising under or to enforce this Stipulation or any portion thereof, shall  
14 be commenced and maintained only in the Court.

15 53. This Stipulation shall not be construed more strictly against one Party than another  
16 merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of  
17 the Parties, it being recognized that it is the result of arm's-length negotiations between the Parties  
18 and all Parties have contributed substantially and materially to the preparation of this Stipulation.

19 54. All counsel and any other person executing this Stipulation and any of the exhibits  
20 hereto, or any related Settlement documents, warrant and represent that they have the full authority  
21 to do so and that they have the authority to take appropriate action required or permitted to be  
22 taken pursuant to the Stipulation to effectuate its terms.

23 55. Lead Counsel and Defendants' Counsel agree to cooperate fully with one another  
24 in seeking Court approval of the Preliminary Approval Order and the Settlement, as embodied in  
25 this Stipulation, and to use best efforts to promptly agree upon and execute all such other  
26 documentation as may be reasonably required to obtain final approval by the Court of the  
27 Settlement.

28

1           56. If any Party is required to give notice to another Party under this Stipulation, such  
2 notice shall be in writing and shall be deemed to have been duly given upon receipt of hand  
3 delivery or facsimile or email transmission, with confirmation of receipt. Notice shall be provided  
4 as follows:

5           If to Lead Plaintiff or Lead Counsel:     Bernstein Litowitz Berger & Grossmann LLP  
6   Attn: Jeremy P. Robinson, Esq.  
7   1251 Avenue of the Americas  
8   New York, NY 10020  
9   Telephone: (212) 554-1400  
10    Facsimile: (212) 554-1444  
11    Email: jeremy@blbglaw.com

12           If to Defendants:                             Wilson Sonsini Goodrich & Rosati  
13   Attn: Caz Hashemi, Esq.  
14   650 Page Mill Road  
15   Palo Alto, CA 94304-1050  
16   Telephone: (650) 493-9300  
17   Facsimile: (650) 493-6811  
18   Email: chashemi@wsgr.com

19   Morgan, Lewis & Bockius LLP  
20   Attn: Susan D. Resley, Esq.  
21   One Market  
22   Spear Street Tower  
23   San Francisco, CA 94105-1596  
24   Telephone: (415) 442-1000  
25   Facsimile: (415) 442-1001  
26   Email: susan.resley@morganlewis.com

27           57. Except as otherwise provided herein, each Party shall bear its own costs.

28           58. Whether or not the Stipulation is approved by the Court and whether or not the  
Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall use  
their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts,  
documents signed, and proceedings in connection with the Stipulation confidential.

          59. All agreements made and orders entered during the course of this Action relating  
to the confidentiality of information shall survive this Settlement.

          60. No opinion or advice concerning the tax consequences of the proposed Settlement  
to individual Class Members is being given or will be given by the Parties or their counsel; nor is  
any representation or warranty in this regard made by virtue of this Stipulation. Each Class

1 Member's tax obligations, and the determination thereof, are the sole responsibility of the Class  
2 Member, and it is understood that the tax consequences may vary depending on the particular  
3 circumstances of each individual Class Member.

4 IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed,  
5 by their duly authorized attorneys, as of June 8, 2021.

6 **BERNSTEIN LITOWITZ BERGER**  
7 **& GROSSMANN LLP**

8   
9 \_\_\_\_\_  
10 JEREMY P. ROBINSON

11 JONATHAN D. USLANER, Bar No. 188574  
12 jonathanu@blbglaw.com  
13 2121 Avenue of the Stars, Suite 2575  
14 Los Angeles, CA 90067  
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26 1251 Avenue of the Americas  
27 New York, NY 10020  
28 Tel: (212) 554-1400

*Counsel for Lead Plaintiff SEB Investment  
Management AB and Lead Counsel for the Class*

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**WILSON SONSINI GOODRICH & ROSATI**



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(now known as NortonLifeLock Inc.)*

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Telephone: (415) 442-1000

*Counsel for Defendant Gregory S. Clark*

**Appendix 1****Persons and entities who requested exclusion pursuant to the Original Class Notice**

1. Joyce Baumbach Plano, TX	14. Bruce Hammerschmitt Greenwood, IN
2. Richard C. Bernhardt Melbourne, FL	15. James Herold Granbury, TX
3. John L. Beucher Santa Cruz, CA	16. Sherif Robert Hesni Washington, DC
4. Robert J. Bounczek and Catherine F. Bounczek Bloomfield, NJ	17. Margaret H. Hurley Hobe Sound, FL
5. Steven Joseph Bucholtz Grand Blanc, MI	18. David P. Huss Topeka, KS
6. Terri R. Chamberlain Duvall, WA	19. Estate of Ritu Jain Ottawa, Ontario, Canada
7. William H. Colter, Jr and Sharon K. Colter Statesboro, GA	20. Ronald E. Kister, Sr. Saint Charles, MO
8. Nancy Keeling Davis Fairfax Station, VA	21. Marvin L. Ladrigan Tabernash, CO
9. Melissa Doman Arlington, VA	22. Vicki J. Lesser Topeka, KS
10. Craig A. Drum and Judith E. Drum Peachtree City, GA	23. Sherri Lubianski Saint Hedwig, TX
11. Michael Engesser Luverne, MN	24. Warren Erl Lumsden Bothell, WA
12. Gene Lynn Findley Tuscaloosa, AL	25. Richard H. Martin East Norriton, PA
13. Louis Greco Yonkers, NY	26. Thomasin Ellen Meurer Charlestown, IN

27. Jennie Miller and Estate of William Miller Winter Park, FL	33. Vivian Quigley Mount Wolf, PA
28. Joost Mortelmans and Kristien E. Mortelmans Los Altos Hills, CA	34. Robert B. Raines Milford, OH
29. Janie Mundy Oak Island, NC	35. Erin Rosenbruch Harwich Port, MA
30. James P. Ongley Davenport, FL	36. Rodrigo Kappel Saurin Atlanta, GA
<p>31. Orbis Investment Management Limited on behalf of:</p> <p>Orbis Global Equity Fund Limited Orbis Institutional Funds Limited Orbis Institutional Global Equity LP Orbis Optimal SA Fund Limited Orbis Institutional US Equity LP Orbis Optimal Global Equity LP Hamilton, Bermuda</p> <p>Orbis Global Equity Fund (Australia Registered) Orbis Global Equity LE Fund (Australia Registered) Allan Gray Australia Balanced Fund Orbis Global Balanced Fund (Australia Registered) Melbourne, Victoria, Australia</p> <p>Orbis SICAV Luxembourg</p> <p>Orbis OEIC London, United Kingdom</p>	37. Peter M. Shelton and Linda C. Shelton Brentwood, CA
32. Steven M. Pickett Green Cove Springs, FL	38. Lee Shepard and Elizabeth Shepard Spokane Valley, WA



39. Betty L. Simonds Redmond, WA
40. William D. Slack Marion, OH
41. Deborah Spurlock and Rodney Spurlock Long Bottom, OH
42. Luciano Terreni Glastonbury, CT
43. Richard Tietjen Rye, NY
44. Colleen Vermillion Pittsburgh, PA
45. Gabrielle J. Vetter Rockville, MD
46. Joy E. and Mary J. Whitener Family Trust Joy E. Whitener and Mary J. Whitener, Trustees Columbia, MO
47. Nina S. Wise Vonore, TN
48. Rebecca E. Wright Richmond, VA
49. Abderahmen Zoghbi Ann Arbor, MI

**Appendix 2****Persons and entities who requested exclusion pursuant to the Supplemental Class Notice  
[received as of July 2, 2021, to be updated]**

1. Donald R. Neuman and Angela W. Neuman Hattiesburg, MS	13. Kay L. Rees Lafayette, LA
2. Jana Marie Rosar Denver, CO	14. Peter Guritza, Jr. Henrico, VA
3. Shirleann Nold Issaquah, WA	15. Edwin J. Prior Poquoson, VA
4. Julie Rose Skoglund Dacula, GA	16. Eddie Ignacio and Lilliam Torres Acosta Louisville, KY
5. David Strauss Carlsbad, CA	17. Larry Selleck Seattle, WA
6. Gregory J. Stein San Jose, CA	18. Leo Saperstein Rye, NY
7. Nadine M. Dawson Bothell, WA	19. William H. Kelly Jr. Columbus, OH
8. Louis M. Pacchiana Frederick, MD	20. Richard McCluney Half Moon Bay, CA
9. Margaret Murphy Shaddix and William Stanley Shaddix Port Orange, FL	21. Jay Scott Woempner Winston Salem, NC
10. Samuel Broda Dobbs Ferry, NY	22. Roger P. Charleville Morrow, OH
11. Jeffrey W. Lanning Oakwood, OH	23. Kimberly A. McFarland Morrow, OH
12. Gayle I. McNeill Concord, CA	24. Thomas Sette, Jr, and Gayle B. Sette Tucson, AZ

25. Barry Pries Ellensburg, WA	38. David Cote East Hartford, CT
26. Castlekeep Revocable Trust James J. Dodge and Julie A. Dodge, Co-Trustees Houston, TX	39. Ken Watson St. Louis, MO
27. Philip J. Altpeter and Nancy C. Altpeter Westminster, CO	40. Diane L. Denny Corpus Christi, TX
28. Deborah J. Novakowski Parrish, FL	41. Jacqueline Camilla Forster Winchester, Hampshire UNITED KINGDOM
29. Michael Dean Torrance, CA	42. Yogesh Rajaram Gangurde Fremont, CA
30. Hitesh Chauhan South Elgin, IL	43. Amy Pawl-Frederico Beaverton, OR
31. Stephanie Hardy Marietta, GA	44. Marilyn Scraver Muskegon, MI
32. Arsalan Hussain Torrance, CA	
33. Rene C. Bilodeau and Naomi D. Black El Cerrito, CA	
34. Jana B. Sorenson Salt Lake City, UT	
35. Ivan Baraznenok Bothell, WA	
36. Roderick Clarke and Barbara Clarke Madison, WI	
37. Paulo Rhor Austin, TX	

# **Exhibit A**

Exhibit A

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

SEB INVESTMENT MANAGEMENT AB,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

SYMANTEC CORPORATION and  
GREGORY S. CLARK,

Defendants.

Case No. 3:18-cv-02902-WHA

ECF CASE

[PROPOSED] ORDER PRELIMINARY  
APPROVING SETTLEMENT AND  
PROVIDING FOR NOTICE

Dept.: Courtroom 12, 19th Floor  
Judge: Honorable William Alsup

WHEREAS, a securities class action is pending in this Court entitled *SEB Investment Management AB v. Symantec Corp., et al.*, Case No. C 18-02902-WHA (the “Action”);

WHEREAS, by Order dated May 8, 2020, the Court certified the Action to proceed as a class action on behalf of all persons or entities who purchased or otherwise acquired publicly-traded common stock of Symantec Corporation (“Symantec”) during the period from May 11, 2017, to August 2, 2018, inclusive (the “Class Period”), and who were damaged thereby,<sup>1</sup> appointed SEB Investment Management AB as Lead Plaintiff for the Class, and appointed BLB&G as Class Counsel for the Class;

---

<sup>1</sup> The Class includes all persons or entities who purchased Symantec common stock contemporaneously with sales of Symantec common stock made or caused by Defendant Clark during the Class Period. Excluded from the Class by definition are Defendants; members of the Immediate Family of Defendant Clark; any person who was an officer or director of Symantec; any firm or entity in which any Defendant has or had a controlling interest; any person who participated in the wrongdoing alleged; Defendants’ liability insurance carriers; any affiliates, parents, or subsidiaries of Symantec; all Symantec plans that are covered by ERISA; and the legal representatives, heirs, beneficiaries, successors-in interest, or assigns of any excluded person or entity, in their respective capacity as such. Also excluded from the Class are: (i) the persons and entities who excluded themselves by submitting a request for exclusion from the Class by August 25, 2020 in connection with the Original Class Notice (as set forth on Appendix 1 to the Stipulation); and (ii) the persons or entities who exclude themselves by submitting a request for exclusion from the Class by July 2, 2021 in connection with the Supplemental Class Notice, and the legal representatives, heirs, beneficiaries, successors-in interest, or assigns of such excluded persons or entities, in their respective capacity as such.

1 WHEREAS, by Order dated May 29, 2020, the Court approved the proposed form and  
2 content of the Original Class Notice to be disseminated to the Class Members to notify them of,  
3 among other things: (i) the Action pending against Defendants; (ii) the Court’s certification of the  
4 Action to proceed as a class action on behalf of the Class; and (iii) their right to request to be  
5 excluded from the Class by August 25, 2020, the effect of remaining in the Class or requesting  
6 exclusion, and the requirements for requesting exclusion;

7 WHEREAS, the Original Class Notice was mailed beginning on June 19, 2020 to all  
8 potential Class Members who could be identified through reasonable effort, resulting in the  
9 mailing of over 126,000 copies of the Original Class Notice, and 49 requests for exclusion were  
10 received by August 25, 2020;

11 WHEREAS, in an Order dated April 20, 2021, the Court ordered that a supplemental notice  
12 be sent to potential Class Members (the “Supplemental Class Notice”) to notify them of, among  
13 other things, a second opportunity to request to be excluded from the Class, and on April 24, 2021,  
14 approved the form and content of the Supplemental Class Notice, which provided Class Members  
15 with a second opportunity to request to be excluded from the Class by July 2, 2021;

16 WHEREAS, the Supplemental Class Notice was mailed beginning on May 7, 2021 to all  
17 potential Class Members who could be identified through reasonable effort, resulting in the  
18 mailing of over 162,800 copies of the Supplemental Class Notice, and 44 additional requests for  
19 exclusion have been received to date;<sup>2</sup>

20 WHEREAS, (a) SEB Investment Management AB (“Lead Plaintiff” or “SEB”), on behalf  
21 of itself and the Class; and (b) defendant Symantec Corporation, now known as NortonLifeLock  
22 Inc. (“Symantec”) and defendant Gregory S. Clark (“Clark,” and together with Symantec,  
23 “Defendants,” and together with Lead Plaintiff, the “Parties”) have determined to settle all claims  
24 asserted against Defendants in the Action with prejudice on the terms and conditions set forth in

25 \_\_\_\_\_  
26 <sup>2</sup> The July 2, 2021 deadline for requesting exclusion set forth in the Supplemental Class Notice is a postmark  
27 deadline, so additional timely requests for exclusion may still be received. The complete list of requests  
28 for exclusion received in response to the Supplemental Class Notice will be submitted to the Court on July  
19, 2021. *See* Dkt. No. 386, at ¶ 10.

1 the Stipulation and Agreement of Settlement dated June 8, 2021 (the “Stipulation”) subject to  
2 approval of this Court (the “Settlement”);

3 WHEREAS, Lead Plaintiff has made an application, pursuant to Rule 23 of the Federal  
4 Rules of Civil Procedure, for an order preliminarily approving the Settlement in accordance with  
5 the Stipulation and allowing notice to Class Members as more fully described herein;

6 WHEREAS, the Court has read and considered: (a) Lead Plaintiff’s motion for preliminary  
7 approval of the Settlement, and the papers filed and arguments made in connection therewith; and  
8 (b) the Stipulation and the exhibits attached thereto; and

9 WHEREAS, unless otherwise defined herein, all capitalized words contained herein shall  
10 have the same meanings as they have in the Stipulation;

11 NOW THEREFORE, IT IS HEREBY ORDERED:

12 1. **Preliminary Approval of the Settlement** – The Court hereby preliminarily  
13 approves the Settlement, as embodied in the Stipulation, and finds, pursuant to Rule 23(e)(1)(B)(i)  
14 of the Federal Rules of Civil Procedure, that it will likely be able to finally approve the Settlement  
15 under Rule 23(e)(2) as being fair, reasonable, and adequate to the Class, subject to further  
16 consideration at the Settlement Fairness Hearing to be conducted as described below.

17 2. **Settlement Fairness Hearing** – The Court will hold a settlement hearing (the  
18 “Settlement Fairness Hearing”) on \_\_\_\_\_, 2021 at \_\_:\_\_ .m. Pacific time, either in  
19 person at the United States District Court for the Northern District of California, San Francisco  
20 Courthouse, Courtroom 12 - 19th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102, or  
21 by telephone or videoconference (in the discretion of the Court), for the following purposes: (a) to  
22 determine whether the proposed Settlement on the terms and conditions provided for in the  
23 Stipulation is fair, reasonable, and adequate to the Class, and should be approved by the Court;  
24 (b) to determine whether a Judgment substantially in the form attached as Exhibit B to the  
25 Stipulation should be entered dismissing the Action with prejudice against Defendants; (c) to  
26 determine whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and  
27 reasonable and should be approved; (d) to determine whether the motion by Lead Counsel for an

1 award of attorneys' fees and reimbursement of Litigation Expenses should be approved; and (e) to  
2 consider any other matters that may properly be brought before the Court in connection with the  
3 Settlement. Notice of the Settlement and the Settlement Fairness Hearing shall be given to Class  
4 Members as set forth in paragraph 4 of this Order.

5 3. The Court may adjourn the Settlement Fairness Hearing without further notice to  
6 the Class, and may approve the proposed Settlement with such modifications as the Parties may  
7 agree to, if appropriate, without further notice to the Class. The Court retains jurisdiction to  
8 consider all further applications arising out of or connected with the proposed Settlement. The  
9 Court may decide to hold the Settlement Fairness Hearing by telephone or video conference  
10 without further notice to the Settlement Class. Any Settlement Class Member (or his, her, or its  
11 counsel) who wishes to appear at the Settlement Fairness Hearing should consult the Court's  
12 docket and/or the settlement website for any change in date, time, or format of the hearing.

13 4. **Retention of Claims Administrator and Manner of Giving Notice** – A.B. Data,  
14 Ltd. ("A.B. Data") was previously retained to supervise and administer the distribution of the  
15 Original Class Notice and Supplemental Class Notice and receive and process requests for  
16 exclusion from the Class. Lead Counsel is now authorized to retain A.B. Data to supervise and  
17 administer the notice procedure in connection with the proposed Settlement as well as the  
18 processing of Claims as more fully set forth below. Notice of the Settlement and the Settlement  
19 Fairness Hearing shall be given as follows:

20 (a) by no later than fifteen (15) business days after entry of this Order (which shall  
21 be the "Notice Date"), A.B. Data shall cause a copy of the Settlement Notice and the Claim Form,  
22 substantially in the forms attached hereto as Exhibits 1 and 2, respectively (the "Settlement Notice  
23 Packet"), to be mailed by first-class mail to all potential Class Members who were previously  
24 mailed a copy of the Original Class Notice or Supplemental Class Notice. For all Settlement  
25 Notice Packets returned as undeliverable, A.B. Data shall search the National Change of Address  
26 Registry and resend within three business days of receiving the envelope back as undeliverable;



1 (b) by no later than the Notice Date, A.B. Data shall post copies of the Settlement  
2 Notice and the Claim Form on the website previously established for the Action,  
3 [www.SymantecSecuritiesLitigation.com](http://www.SymantecSecuritiesLitigation.com), and Lead Counsel shall post copies of those documents  
4 on its website, [www.blbglaw.com](http://www.blbglaw.com);

5 (c) by no later than ten (10) business days after the Notice Date, A.B. Data shall  
6 cause the Summary Settlement Notice, substantially in the form attached hereto as Exhibit 3, to be  
7 published in *The Wall Street Journal* and *Financial Times* and to be transmitted over the *PR*  
8 *NewsWire*; and

9 (d) by no later than seven (7) calendar days prior to the Settlement Fairness  
10 Hearing, Lead Counsel shall serve on Defendants' Counsel and file with the Court proof, by  
11 affidavit or declaration, of such mailing and publication.

12 5. **Nominee Procedures** – In connection with the previously disseminated Class  
13 Notices, securities brokers and other nominees (“Nominees”) were advised that, if they purchased  
14 or otherwise acquired Symantec common stock during the Class Period for the beneficial interest  
15 of persons or entities other than themselves, they must either: (a) request from A.B. Data sufficient  
16 copies of the Class Notices to forward to all such beneficial owners and then forward those Class  
17 Notices to all such beneficial owners; or (b) provide a list of the names and addresses of all such  
18 beneficial owners to A.B. Data.

19 (a) For Nominees who chose the first option (*i.e.*, elected to mail the Class Notices  
20 directly to beneficial owners), A.B. Data shall forward the same number of Settlement Notice  
21 Packets to such Nominees no later than the Notice Date, and the Nominees shall, by no later than  
22 seven (7) calendar days after receipt of the Settlement Notice Packets, mail the Settlement Notice  
23 Packets to their beneficial owners;

24 (b) For Nominees who chose the second option (*i.e.*, provided a list of names and  
25 addresses of beneficial holders to A.B. Data), A.B. Data shall, by no later than the Notice Date,  
26 mail a copy of the Settlement Notice Packet to each of the beneficial owners whose names and  
27 addresses the Nominee previously supplied. Unless the Nominee purchased or otherwise acquired

1 Symantec common stock during the Class Period for beneficial owners whose names and addresses  
2 were not previously provided to A.B. Data, or is aware of a name or address change of one of its  
3 beneficial owners, such Nominees need not take any further action;

4 (c) For Nominees that purchased or otherwise acquired Symantec common stock  
5 during the Class Period for beneficial owners whose names and addresses were not previously  
6 provided to A.B. Data or if a Nominee is aware of name and address changes for beneficial owners  
7 whose names and addresses were previously provided to A.B. Data, such Nominees shall, by no  
8 later than seven (7) calendar days after receipt of the Settlement Notice, provide a list of the names  
9 and addresses of all such beneficial owners to A.B. Data, or shall request from A.B. Data sufficient  
10 copies of the Settlement Notice Packet to forward to all such beneficial owners, which the Nominee  
11 shall, within seven (7) calendar days of receipt of the Settlement Notice Packets from A.B. Data,  
12 mail to the beneficial owners; and

13 (d) Upon full and timely compliance with this Order, Nominees who mail the  
14 Settlement Notice Packets to beneficial owners may seek reimbursement of their reasonable  
15 expenses actually incurred in complying with this Order by providing A.B. Data with proper  
16 documentation supporting the expenses for which reimbursement is sought. Such properly  
17 documented expenses incurred by Nominees in compliance with the terms of this Order shall be  
18 paid from the Settlement Fund, with any disputes as to the reasonableness or documentation of  
19 expenses incurred subject to review by the Court.

20 6. **Approval of Form and Content of Notice** – The Court (a) approves, as to form  
21 and content, the Settlement Notice, the Claim Form, and the Summary Settlement Notice, attached  
22 hereto as Exhibits 1, 2, and 3, respectively, and (b) finds that the mailing and distribution of the  
23 Settlement Notice and Claim Form and the publication of the Summary Settlement Notice in the  
24 manner and form set forth in paragraphs 4 and 5 of this Order (i) is the best notice practicable  
25 under the circumstances; (ii) constitutes notice that is reasonably calculated, under the  
26 circumstances, to apprise Class Members of the pendency of the Action, of the effect of the  
27 proposed Settlement (including the Releases to be provided thereunder), of Lead Counsel’s motion

1 for an award of attorneys' fees and reimbursement of Litigation Expenses, of their right to object  
2 to the Settlement, the Plan of Allocation, and/or Lead Counsel's motion for attorneys' fees and  
3 reimbursement of Litigation Expenses, and of their right to appear at the Settlement Hearing;  
4 (iii) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive  
5 notice of the proposed Settlement; and (iv) satisfies the requirements of Rule 23 of the Federal  
6 Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the  
7 Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended, and all other  
8 applicable law and rules. The date and time of the Settlement Hearing shall be included in the  
9 Settlement Notice and Summary Settlement Notice before they are mailed and published,  
10 respectively.

11 7. **Participation in the Settlement** – Class Members who wish to participate in the  
12 Settlement and to be eligible to receive a distribution from the Net Settlement Fund must complete  
13 and submit a Claim Form in accordance with the instructions contained therein. Unless the Court  
14 orders otherwise, all Claim Forms must be received or postmarked, if mailed, no later than one  
15 hundred and twenty (120) calendar days after the Notice Date. Notwithstanding the foregoing,  
16 Lead Counsel may, at its discretion, accept for processing late Claims provided such acceptance  
17 does not delay the distribution of the Net Settlement Fund to the Class. By submitting a Claim, a  
18 person or entity shall be deemed to have submitted to the jurisdiction of the Court with respect to  
19 his, her, or its Claim and the subject matter of the Settlement.

20 8. Each Claim Form submitted must satisfy the following conditions: (a) it must be  
21 properly completed, signed, and submitted in a timely manner in accordance with the provisions  
22 of the preceding paragraph; (b) it must be accompanied by adequate supporting documentation for  
23 the transactions and holdings reported therein, in the form of broker confirmation slips, broker  
24 account statements, an authorized statement from the broker containing the transactional and  
25 holding information found in a broker confirmation slip or account statement, or such other  
26 documentation as is deemed adequate by Lead Counsel or the Claims Administrator; (c) if the  
27 person executing the Claim Form is acting in a representative capacity, a certification of his, her,

1 or its current authority to act on behalf of the Class Member must be included in the Claim Form  
2 to the satisfaction of Lead Counsel or the Claims Administrator; and (d) the Claim Form must be  
3 complete and contain no material deletions or modifications of any of the printed matter contained  
4 therein and must be signed under penalty of perjury.

5 9. Any Class Member who does not timely and validly submit a Claim Form or whose  
6 Claim is not otherwise approved by the Court: (a) shall be deemed to have waived his, her, or its  
7 right to share in the Net Settlement Fund; (b) shall be forever barred from participating in any  
8 distributions therefrom; (c) shall be bound by the provisions of the Stipulation and the Settlement  
9 and all proceedings, determinations, orders, and judgments in the Action relating thereto,  
10 including, without limitation, the Judgment or Alternate Judgment, if applicable, and the Releases  
11 provided for therein, whether favorable or unfavorable to the Class; and (d) will be barred from  
12 commencing, instituting, maintaining, prosecuting, or continuing to prosecute any of the Released  
13 Plaintiff's Claims against any of the Defendants or the Defendants' Releasees, as more fully  
14 described in the Stipulation and Notice. Notwithstanding the foregoing, late Claim Forms may be  
15 accepted for processing as set forth in paragraph 7 above.

16 10. **No Further Opportunity to Request Exclusion From the Class** – In light of the  
17 extensive notice program undertaken in connection with class certification and the ample  
18 opportunity provided to Class Members to request exclusion from the Class in connection with  
19 both the Original Class Notice and Supplemental Class Notice, the Court is exercising its discretion  
20 under Rule 23(e)(4) and in accordance with Ninth Circuit precedent to not require a further  
21 opportunity for Class Members to exclude themselves from the Class in connection with the  
22 Settlement proceedings. *See, e.g., Low v. Trump Univ., LLC*, 881 F.3d 1111, 1121 (9th Cir. 2018);  
23 *Davis v. Abercrombie*, 2017 WL 2234175, at \*9 (D. Haw. May 22, 2017); *In re Washington Mut.,*  
24 *Inc.*, 2015 WL 12803633, at \*1 (W.D. Wash. June 22, 2015).

25 11. **Appearance and Objections at Settlement Hearing** – Any Class Member may  
26 enter an appearance in the Action, at his, her, or its own expense, individually or through counsel  
27 of his, her, or its own choice, by filing a notice of appearance with the Court such that it is filed or

1 postmarked no later than twenty-one (21) calendar days prior to the Settlement Fairness Hearing,  
2 or as the Court may otherwise direct. Any Class Member who does not enter an appearance will  
3 be represented by Lead Counsel.

4 12. Any Class Member may file a written objection to the proposed Settlement, the  
5 proposed Plan of Allocation, and/or Lead Counsel's motion for an award of attorneys' fees and  
6 reimbursement of Litigation Expenses and appear and show cause, if he, she, or it has any cause,  
7 why the proposed Settlement, the proposed Plan of Allocation, and/or Lead Counsel's motion for  
8 attorneys' fees and reimbursement of Litigation Expenses should not be approved; *provided*,  
9 *however*, that no Class Member shall be heard or entitled to contest the approval of the terms and  
10 conditions of the proposed Settlement, the proposed Plan of Allocation, and/or the motion for  
11 attorneys' fees and reimbursement of Litigation Expenses unless that person or entity has filed a  
12 written objection with the Court. Any written objection, together with copies of all other papers  
13 and briefs supporting the objection, must be mailed to the Class Action Clerk, United States  
14 District Court for the Northern District of California, at the address set forth below, or filed in  
15 person at any location of the United States District Court for the Northern District of California,  
16 such that it is filed or postmarked no later than twenty-one (21) calendar days prior to the  
17 Settlement Hearing.

18 United States District Court  
19 Northern District of California  
20 Class Action Clerk  
21 Phillip Burton Federal Building & U.S. Courthouse  
22 450 Golden Gate Avenue  
23 San Francisco, CA 94102

24 13. Any objections, filings, and other submissions by the objecting Class Member must  
25 clearly identify the case name and action number, *SEB Investment Management AB v. Symantec*  
26 *Corp., et al.*, Case No. C 18-02902-WHA (N.D. Cal.), and they must: (a) state the name, address,  
27 and telephone number of the person or entity objecting and must be signed by the objector; (b) state  
28 whether the objector is represented by counsel and, if so, the name, address, and telephone number  
of the objector's counsel; (c) contain a statement of the Class Member's objection or objections,  
and the specific reasons for each objection, including any legal and evidentiary support the Class

1 Member wishes to bring to the Court's attention and whether the objection applies only to the  
2 objector, to a specific subset of the Class, or to the entire Class; and (d) include documents  
3 sufficient to prove membership in the Class, consisting of documents showing the number of  
4 shares of public-traded Symantec common stock that the objector (i) owned as of the opening of  
5 trading on May 11, 2017, and (ii) purchased/acquired and/or sold during the Class Period (*i.e.*,  
6 from May 11, 2017 through August 2, 2018, inclusive), as well as the dates, number of shares, and  
7 prices for each such purchase/acquisition and sale. Documentation establishing membership in  
8 the Class must consist of copies of brokerage confirmation slips or monthly brokerage account  
9 statements, or an authorized statement from the objector's broker containing the transactional and  
10 holding information found in a broker confirmation slip or account statement. Objectors who enter  
11 an appearance and desire to present evidence at the Settlement Fairness Hearing in support of their  
12 objection must include in their written objection or notice of appearance the identity of any  
13 witnesses they may call to testify and any exhibits they intend to introduce into evidence at the  
14 hearing.

15 14. Any Class Member who does not make his, her, or its objection in the manner  
16 provided herein shall be deemed to have waived his, her, or its right to object to any aspect of the  
17 proposed Settlement, the proposed Plan of Allocation, and Lead Counsel's motion for an award of  
18 attorneys' fees and reimbursement of Litigation Expenses and shall be forever barred and  
19 foreclosed from objecting to the fairness, reasonableness, or adequacy of the Settlement, the Plan  
20 of Allocation, or the requested attorneys' fees and Litigation Expenses, or from otherwise being  
21 heard concerning the Settlement, the Plan of Allocation, or the requested attorneys' fees and  
22 Litigation Expenses in this or any other proceeding.

23 15. **Stay and Temporary Injunction** – Until otherwise ordered by the Court, the Court  
24 stays all proceedings in the Action other than proceedings necessary to carry out or enforce the  
25 terms and conditions of the Stipulation. Pending final determination of whether the Settlement  
26 should be approved, the Court bars and enjoins Lead Plaintiff, and all other members of the Class,  
27

1 from commencing, instituting, maintaining, prosecuting, or continuing to prosecute any and all of  
2 the Released Plaintiff's Claims against any of the Defendants or the Defendants' Releasees.

3 16. **Settlement Administration Fees and Expenses** – All Notice and Administration  
4 Costs, including the reasonable costs incurred in identifying Class Members and notifying them  
5 of the Settlement as well as in administering the Settlement, shall be paid as set forth in the  
6 Stipulation. Pursuant to the terms of the Stipulation, any Notice and Administration Costs paid  
7 prior to the Settlement Hearing shall require Court approval.

8 17. **Settlement Fund** – The contents of the Settlement Fund held by Citibank, N.A.  
9 (which the Court approves as the Escrow Agent), shall be deemed and considered to be *in custodia*  
10 *legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as they  
11 shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

12 18. **Taxes** – Lead Counsel is authorized and directed to prepare any tax returns and any  
13 other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund  
14 any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with  
15 respect to Taxes and any reporting or filings in respect thereof without further order of the Court  
16 in a manner consistent with the provisions of the Stipulation.

17 19. **Termination of Settlement** – If the Settlement is terminated as provided in the  
18 Stipulation, the Settlement is not approved, or the Effective Date of the Settlement otherwise fails  
19 to occur, this Order shall be vacated, rendered null and void, and be of no further force and effect,  
20 except as otherwise provided by the Stipulation, and this Order shall be without prejudice to the  
21 rights of Lead Plaintiff, the other Class Members, and Defendants, and the Parties shall revert to  
22 their respective positions in the Action immediately prior to the execution of the Term Sheet on  
23 May 26, 2021, as provided in the Stipulation.

24 20. **Use of this Order** – Neither this Order, the Term Sheet, the Stipulation (whether  
25 or not consummated), including the exhibits thereto and the Plan of Allocation contained therein  
26 (or any other plan of allocation that may be approved by the Court), the negotiations leading to the  
27 execution of the Term Sheet and the Stipulation, nor any proceedings taken pursuant to or in

1 connection with the Term Sheet, the Stipulation, and/or approval of the Settlement (including any  
2 arguments proffered in connection therewith): (a) shall be offered against any of the Defendants'  
3 Releasees as evidence of, or construed as, or deemed to be evidence of any presumption,  
4 concession, or admission by any of the Defendants' Releasees with respect to the truth of any fact  
5 alleged by Lead Plaintiff or the validity of any claim that was or could have been asserted or the  
6 deficiency of any defense that has been or could have been asserted in this Action or in any other  
7 litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the  
8 Defendants' Releasees or in any way referred to for any other reason as against any of the  
9 Defendants' Releasees, in any arbitration proceeding or other civil, criminal, or administrative  
10 action or proceeding, other than such proceedings as may be necessary to effectuate the provisions  
11 of the Stipulation; (b) shall be offered against any of the Plaintiff's Releasees, as evidence of, or  
12 construed as, or deemed to be evidence of any presumption, concession, or admission by any of  
13 the Plaintiff's Releasees that any of their claims are without merit, that any of the Defendants'  
14 Releasees had meritorious defenses, or that damages recoverable under the Complaint would not  
15 have exceeded the Settlement Amount or with respect to any liability, negligence, fault, or  
16 wrongdoing of any kind, or in any way referred to for any other reason as against any of the  
17 Plaintiff's Releasees, in any arbitration proceeding or other civil, criminal, or administrative action  
18 or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the  
19 Stipulation; or (c) shall be construed against any of the Releasees as an admission, concession, or  
20 presumption that the consideration to be given under the Settlement represents the amount that  
21 could be or would have been recovered after trial; *provided, however*, that if the Stipulation is  
22 approved by the Court, the Parties and the Releasees and their respective counsel may refer to it  
23 to effectuate the protections from liability granted thereunder or otherwise to enforce the terms of  
24 the Settlement. Defendants' Releasees may file the Stipulation and/or the Judgment from this  
25 Action in any other action that may be brought against them in order to support a defense or  
26 counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement,



1 judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense  
2 or counterclaim.

3 21. **Supporting Papers** – Lead Counsel shall file and serve the opening papers in  
4 support of the proposed Settlement, the Plan of Allocation, and Lead Counsel’s motion for an  
5 award of attorneys’ fees and reimbursement of Litigation Expenses no later than thirty-five (35)  
6 calendar days prior to the Settlement Hearing; and reply papers, if any, shall be filed and served  
7 no later than seven (7) calendar days prior to the Settlement Hearing.

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

10 SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

11  
12 \_\_\_\_\_  
13 The Honorable William Alsup  
14 Senior United States District Judge

15 #3028853  
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# **Exhibit A-1**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

SEB INVESTMENT MANAGEMENT AB,  
individually and on behalf of all other similarly  
situated,

Plaintiffs,

v.

SYMANTEC CORPORATION and GREGORY S.  
CLARK,

Defendants

**NOTICE OF (I) PROPOSED SETTLEMENT AND PLAN OF  
ALLOCATION; (II) SETTLEMENT FAIRNESS HEARING; AND  
(III) MOTION FOR ATTORNEYS' FEES AND LITIGATION EXPENSES**

**TO: All persons or entities who purchased or otherwise acquired publicly-traded Symantec Corporation ("Symantec") common stock during the period from May 11, 2017, to August 2, 2018, inclusive (the "Class Period"), and who were damaged thereby (the "Class").**

***A Federal Court authorized this Notice. This is not a solicitation from a lawyer.***

**NOTICE OF SETTLEMENT:** This notice has been sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Northern District of California (the "Court"), Please be advised that Lead Plaintiff SEB Investment Management AB ("SEB or "Lead Plaintiff"), on behalf of itself and the Court-certified Class (as defined in ¶ 28 below), has reached a proposed settlement of the above-captioned securities class action lawsuit ("Action") for a total of \$70,000,000 in cash that, if approved, will resolve all claims in the Action (the "Settlement"). The terms and provisions of the Settlement are contained in the Stipulation and Agreement of Settlement, dated June 8, 2021 (the "Stipulation").<sup>1</sup>

This notice is directed to you in the belief that you may be a member of the Class. If you do not meet the Class definition, or if you previously excluded yourself from the Class in connection with the Notice of Pendency of Class Action that was mailed to potential Class Members beginning in June 2020 (the "Original Class Notice") or the Supplemental Notice of Pendency of Class Action ("Supplemental Class Notice") that was mailed to potential Class Members beginning in May 2021, this notice does not apply to you. A list of the persons and entities who previously requested exclusion from the Class is available at [www.SymantecSecuritiesLitigation.com](http://www.SymantecSecuritiesLitigation.com).

<sup>1</sup> All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation. The Stipulation is available at [www.SymantecSecuritiesLitigation.com](http://www.SymantecSecuritiesLitigation.com).

**PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of a payment from the Settlement. If you are a member of the Class, your legal rights will be affected whether or not you act.**

**If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact the Court, Symantec, the other Defendants in the Action, or their counsel. All questions should be directed to Lead Counsel or the Claims Administrator (see ¶ 69 below).**

1. **Description of the Action and the Class:** This Notice relates to a proposed settlement of claims in a pending securities class action brought by investors alleging, among other things, that Symantec and its former Chief Executive Officer Gregory S. Clark (“Clark” and, together with Symantec, “Defendants”) violated the federal securities laws by making false and misleading statements concerning Symantec’s financial results during the Class Period. A more detailed description of the Action is set forth in ¶¶ 11-27 below. The proposed Settlement, if approved by the Court, will settle claims of the Class, as defined in ¶ 28 below.

2. **Statement of the Class’s Recovery:** Subject to Court approval, Lead Plaintiff, on behalf of itself and the Class, has agreed to settle the Action in exchange for \$70,000,000 in cash (the “Settlement Amount”) to be deposited into an escrow account. The Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon (the “Settlement Fund”) less (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; (iv) any attorneys’ fees awarded by the Court; and (v) any other costs or fees approved by the Court) will be distributed in accordance with a plan of allocation that is approved by the Court. The proposed plan of allocation (the “Plan of Allocation”) is set forth in Appendix A at the end of this Notice. The Plan of Allocation will determine how the Net Settlement Fund shall be allocated among members of the Class.

3. **Estimate of Average Amount of Recovery Per Share:** Based on Lead Plaintiff’s damages expert’s estimate of the number of shares of Symantec common stock purchased during the Class Period that may have been affected by the conduct at issue in the Action, and assuming that all Class Members elect to participate in the Settlement, the estimated average recovery (before the deduction of any Court-approved fees, expenses, and costs as described herein) is \$0.20 per affected share. Class Members should note, however, that the foregoing average recovery is only an estimate. Some Class Members may recover more or less than the estimated amount depending on, among other factors, when and at what prices they purchased or sold their shares, and the total number and value of valid Claim Forms submitted. Distributions to Class Members will be made based on the Plan of Allocation set forth in Appendix A or such other plan of allocation as may be ordered by the Court.

4. **Average Amount of Damages Per Share:** The Parties do not agree on the average amount of damages per share of Symantec common stock that would be recoverable if Lead Plaintiff were to prevail in the Action. Among other things, Defendants vigorously deny the assertion that they violated the federal securities laws or that any damages were suffered by any members of the Class as a result of their alleged conduct.

5. **Attorneys’ Fees and Expenses Sought:** Lead Counsel, which has been prosecuting the Action on a wholly contingent basis, has not received any payment of attorneys’ fees for their representation of the Class and have advanced the funds to pay expenses necessarily incurred to prosecute the Action. Lead Counsel will apply to the Court for an award of attorneys’ fees in an amount not to exceed 19% of the Settlement Fund, or \$13.3 million, plus interest. In addition, Lead Counsel will apply for payment of Litigation Expenses in connection with the institution, prosecution, and resolution of the Action in an amount not to exceed \$2.5 million. The total Notice and Administration Costs are estimated to be \$415,000. Any fees and expenses awarded by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses. The estimated average cost for such fees and expenses, if the Court approves Lead Counsel’s fee and expense application, and including the Notice and Administrative Costs, is \$0.05 per affected share. If the Court approves Lead Counsel’s fee and expense application, and based on the current estimate of Notice and Administration Costs, the portion of the Settlement Fund that will be distributed to Class Members will be approximately \$53,785,000, plus interest accrued.

6. **Identification of Attorneys’ Representatives:** Lead Plaintiff and the Class are represented by Jeremy P. Robinson of Bernstein Litowitz Berger & Grossmann LLP, 1251 Avenue of the Americas, 44th Floor, New York, NY 10020, 1-800-380-8496, settlements@blbgllaw.com.

7. **Reasons for the Settlement:** Lead Plaintiff’s principal reason for entering into the Settlement is the substantial and certain recovery for the Class without the risk or the delays inherent in further litigation. The substantial recovery provided under the Settlement must be considered against the significant risk that a smaller recovery—or indeed no recovery at all—might be achieved after a contested summary judgment motion, a trial of the Action, and the likely appeals that would follow a trial. This process could be expected to last several years. Defendants, who deny all allegations of wrongdoing, are entering into the Settlement solely to eliminate the uncertainty, burden, and expense of further protracted litigation.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:</b>	
<b>SUBMIT A CLAIM FORM POSTMARKED NO LATER THAN _____, 2021.</b>	This is the only way to be eligible to receive a payment from the Settlement Fund. If you are a Class Member, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiff’s Claims (defined in ¶ 37 below) that you have against Defendants and the other Defendants’ Releasees (defined in ¶ 38 below), so it is in your interest to submit a Claim Form.
<b>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN _____, 2021.</b>	If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys’ fees and Litigation Expenses, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation, or the fee and expense request unless you are a Class Member.
<b>GO TO A HEARING _____, 2021 AT __:__.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN _____, 2021.</b>	Filing a written objection and notice of intention to appear by _____, 2021 allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement, the Plan of Allocation, and/or the request for attorneys’ fees and Litigation Expenses. In the Court’s discretion, the _____, 2021 hearing may be conducted by telephone or video conference ( <i>see</i> ¶ 57 below). If you submit a written objection, you may (but you do not have to) participate in the hearing and, at the discretion of the Court, speak to the Court about your objection.
<b>DO NOTHING.</b>	If you are a member of the Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.

**WHAT THIS NOTICE CONTAINS**

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Appendix A – Proposed Plan of Allocation	Page __

**WHY DID I GET THIS NOTICE?**

8. The Court directed that this Notice be mailed to you because you or someone in your family or an investment account for which you serve as a custodian may have purchased or otherwise acquired Symantec common stock during the Class Period. The Court has directed us to send you this Notice because, as a potential Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. If the Court approves the Settlement and the Plan of Allocation (or some other plan of allocation), the Claims Administrator selected by Lead Plaintiff and approved by the Court will make payments pursuant to the Settlement after any objections and appeals are resolved.

9. The purpose of this Notice is to inform you of the terms of the proposed Settlement of the Action and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation, and the motion by Lead Counsel for an award of attorneys’ fees and payment of Litigation Expenses (the “Settlement Hearing”). See ¶¶ 56-57 below for details about the Settlement Hearing, including the date and location of the hearing.

10. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still must decide whether to approve the Settlement. If the Court approves the Settlement and a plan of allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

**WHAT IS THIS CASE ABOUT?**

11. Symantec (now known as NortonLifeLock Inc.) is a technology company that provides cybersecurity products and services, including its flagship Norton Antivirus software. During the Class Period, Symantec’s common stock traded on the NASDAQ under the symbol SYMC.

12. Beginning on May 17, 2018, several related securities class actions brought on behalf of investors in Symantec common stock were filed in the Court. On August 23, 2018, the Court entered an Order appointing SEB as “Lead Plaintiff” pursuant to the Private Securities Litigation Reform Act of 1995, consolidating all related actions, and inviting applications for Lead Counsel. On October 4, 2018, the Court entered an Order approving Lead Plaintiff’s selection of Bernstein Litowitz Berger & Grossmann LLP (“BLB&G”) as Lead Counsel.

13. On November 15, 2018, Lead Plaintiff filed a Consolidated Class Action Complaint For Violations Of The Federal Securities Laws against Symantec, Gregory S. Clark, Nicholas R. Noviello, and Mark S. Garfield. Defendants filed motions to dismiss, which were fully briefed and argued by January 31, 2019. On June 14, 2019, the Court dismissed SEB’s initial complaint with leave to file a motion to amend.

14. On July 11, 2019, SEB filed a motion for leave to amend and, on July 23, 2019, after the Court unsealed documents in a derivative case involving Symantec, SEB filed an amended motion for leave to amend. The amended motion for leave to amend was argued on September 26, 2019.

15. On October 2, 2019, the Court granted SEB's motion, sustaining claims under Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") against Symantec and Clark and Section 20(a) control person and Section 20A insider trading claims under the Exchange Act against Clark. The Court dismissed as defendants Symantec's former Chief Financial Officer and former Chief Accounting Officer, as well as other allegations.

16. On October 11, 2019, Lead Plaintiff filed the operative complaint in the Action, the First Amended Consolidated Class Action Complaint for Violations of Federal Securities Laws (the "Complaint"). The Complaint asserts claims against Defendants Symantec and Clark under Section 10(b) and Rule 10b-5 promulgated thereunder, and against Defendant Clark under Sections 20(a) and 20A of the Exchange Act. Among other things, the Complaint alleges that, during the period from May 11, 2017, to August 2, 2018, inclusive (the "Class Period"), Defendants Symantec and Clark made materially false and misleading statements concerning the Company's financial results, and Defendant Clark engaged in improper insider trading by selling shares of Symantec common stock while in possession of material, non-public information. The Complaint further alleges that Defendants' alleged misstatements caused the price of Symantec common stock to be inflated during the Class Period and to decline when the alleged truth emerged through corrective disclosures on May 10, 2018 and August 2, 2018, resulting in financial losses to those who purchased the stock at the inflated price.

17. On November 7, 2019, Defendants filed their Answers to the Complaint.

18. On January 17, 2020, Lead Plaintiff filed a motion for class certification. Between then and March 5, 2020, the parties produced documents, deposed each other's experts and filed their opposition and reply briefs. Following full briefing on the motion, on May 8, 2020, the Court issued an Order certifying the Class, appointing SEB as Lead Plaintiff for the certified Class, and appointing BLB&G as Class Counsel for the certified Class.

19. On May 29, 2020, the Court approved the parties' stipulation and proposed order regarding dissemination of notice to potential Class Members (the "Class Notice") to notify them of, among other things: (i) the Action pending against Defendants; (ii) the Court's certification of the Action to proceed as a class action on behalf of the Class; and (iii) their right to request to be excluded from the Class, the effect of remaining in the Class or requesting exclusion, and the requirements for requesting exclusion. The deadline for requesting exclusion from the Class pursuant to the Class Notice was August 25, 2020. A list of the persons and entities who requested exclusion pursuant to the Original Class Notice is available at [www.SymantecSecuritiesLitigation.com](http://www.SymantecSecuritiesLitigation.com).

20. Discovery in the Action commenced in November 2019. Pursuant to detailed document requests and substantial negotiations, Defendants and third parties produced more than 360,000 documents, totaling more than 2.1 million pages, to Lead Plaintiff. Lead Plaintiff produced over 4,180 pages of documents to Defendants. Between September 2020 and January 2021, Lead Plaintiff deposed 19 fact witnesses, including Defendant Clark, two purported whistleblowers, and other former senior executives and former employees of Symantec. Due to the global pandemic, one additional fact deposition was held in early March 2021 for a total of 20 fact depositions taken by Lead Counsel. The Parties also served and responded to interrogatories and requests for admission and exchanged numerous letters, including disputes between the Parties and with nonparties, concerning discovery issues. The Parties also engaged in motion practice before the Court to resolve a discovery dispute concerning Defendants' production of Symantec's production to the SEC. Lead Plaintiff served subpoenas on and negotiated document discovery with ten third parties, including Symantec's outside auditor, KPMG. The Parties concluded fact discovery on January 29, 2021 (except for the additional deposition in March 2021).

21. Expert discovery commenced on January 29, 2021. Over the course of expert discovery, Lead Plaintiff served opening and reply expert reports from three experts in the fields of accounting, executive compensation, and damages. Likewise, Defendants served rebuttal expert reports from three experts in the fields of accounting, executive compensation, and damages. The Parties deposed all six experts who had submitted reports in this case and expert discovery closed on March 5, 2021.

22. On March 4, 2021, Defendants filed their motion for summary judgment. Lead Plaintiff filed its opposition to summary judgment on March 18, 2021 and Defendants filed their reply on March 25, 2021. All told, the Parties' papers on summary judgment included 130 pages of briefing and thousands of pages of exhibits.

23. In an Order dated April 20, 2021, the Court, among other things, ordered a second notice to be disseminated to the certified Class. By Order dated April 24, 2021, the Court approved the dissemination of a supplemental notice to potential Class Members (the "Supplemental Class Notice") to notify them of, among other things, their right to request to be excluded from the Class, the effect of remaining in the Class or requesting exclusion, and the requirements for requesting exclusion. The deadline for requesting exclusion from the Class pursuant to the Supplemental Class Notice was July 2, 2021. A list of the persons and entities who requested exclusion pursuant to the Supplemental Class Notice is available at [www.SymantecSecuritiesLitigation.com](http://www.SymantecSecuritiesLitigation.com).

24. The Parties scheduled a settlement conference with Magistrate Judge Donna M. Ryu for September 14, 2020. In advance of the settlement conference, the Parties exchanged detailed settlement conference briefs regarding the merits of the case, including citations to evidence, and separately made private submissions to Judge Ryu regarding the strengths and weaknesses of the case. On September 14, 2020, the Parties and Symantec's insurance carriers attended the settlement conference session, via Zoom, with Judge Ryu, but did not reach an agreement to settle the Action. The Parties continued their discussions for several weeks after that initial session but were unable to reach an agreement to settle at that time.

25. After the end of fact and expert discovery and following full briefing on Defendants' motion for summary judgment, the Parties scheduled a second settlement conference with Judge Ryu on May 24, 2021, also via Zoom. In advance of this second settlement conference, the Parties again made private submissions to Judge Ryu regarding the strengths and weaknesses of the case. During the May 24, 2021 settlement conference supervised by Judge Ryu, which Symantec's insurance carriers attended, the Parties reached an agreement in principle to settle the Action that was memorialized in a term sheet (the "Term Sheet") executed on May 26, 2021. The Term Sheet sets forth, among other things, the Parties' agreement to settle and release all claims against Defendants in return for a cash payment, to be paid by or on behalf of Defendants, of \$70,000,000 for the benefit of the Class.

26. On June 8, 2021, the Parties entered into the Stipulation, which sets forth the terms and conditions of the Settlement. The Stipulation is available at [www.SymantecSecuritiesLitigation.com](http://www.SymantecSecuritiesLitigation.com). Lead Plaintiff and Symantec also entered into a confidential Supplemental Agreement, which gives Symantec the right to terminate the Settlement if valid requests for exclusion are received from persons and entities entitled to be members of the Class in an amount that exceeds an amount agreed to by Lead Plaintiff and Symantec.

27. On July 6, 2021, Lead Plaintiff moved for preliminary approval of the Settlement, and on \_\_\_\_\_, 2021, the Court preliminarily approved the Settlement, authorized this Notice to be disseminated to Class Members, and scheduled the Settlement Fairness Hearing to consider whether to grant final approval to the Settlement.

**HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?  
WHO IS INCLUDED IN THE CLASS?**

28. If you are a member of the Class, you are subject to the Settlement. The Class means the class certified in the Court's Order on Motion for Class Certification dated May 8, 2020 (Dkt. No. 227). The Class consists of:

all persons and entities who purchased or otherwise acquired publicly-traded Symantec common stock during the period from May 11, 2017, to August 2, 2018, inclusive (the "Class Period"), and who were damaged thereby.

The Class includes all persons or entities who purchased Symantec common stock contemporaneously with sales of Symantec common stock made or caused by Defendant Clark during the Class Period.

Excluded from the Class by definition are Defendants; members of the Immediate Family of Defendant Clark; any person who was an officer or director of Symantec; any firm or entity in which any Defendant has or had a controlling interest;



any person who participated in the wrongdoing alleged; Defendants' liability insurance carriers; any affiliates, parents, or subsidiaries of Symantec; all Symantec plans that are covered by ERISA; and the legal representatives, heirs, beneficiaries, successors-in interest, or assigns of any excluded person or entity, in their respective capacity as such. Also excluded from the Class are all persons and entities who excluded themselves by previously submitting a request for exclusion from the Class, and the legal representatives, heirs, beneficiaries, successors-in interest, or assigns of such excluded persons or entities, in their respective capacity as such. A list of all persons or entities who previously submitted a request for exclusion from the Class is available at [www.SymantecSecuritiesLitigation.com](http://www.SymantecSecuritiesLitigation.com).

**PLEASE NOTE: Receipt of this Notice does not mean that you are a Class Member or that you will be entitled to a payment from the Settlement.**

**If you are a Class Member and you wish to be eligible to receive a payment from the Settlement, you are required to submit the Claim Form that is being distributed with this Notice, and the required supporting documentation as set forth therein, postmarked no later than \_\_\_\_\_, 2021.**

#### WHAT ARE LEAD PLAINTIFF'S REASONS FOR THE SETTLEMENT?

29. Lead Plaintiff and Lead Counsel believe that the claims asserted against Defendants have merit. They recognize, however, the expense and length of continued proceedings necessary to pursue their claims against Defendants through the Court's ruling on summary judgment, pre-trial motions, a trial, and appeals, as well as the very substantial risks they would face in establishing liability and damages. For example, Defendants argued in their summary judgment papers that the original complaint was dismissed in its entirety by the Court and the amended complaint "narrowly survived the pleading stage." In particular, the risks of the litigation concerned each main element of Lead Plaintiff's claims. To start, Lead Plaintiff faced challenges in proving that Defendants made materially false and misleading statements during the Class Period. For example, a key aspect of the case concerned Lead Plaintiff's allegation that Defendants had manipulated certain of Symantec's reported financial measures by misclassifying ordinary operating expenses as "Transition and Transformation" ("T&T") expenses in order to meet executive compensation targets. But Defendants claimed that they did not misclassify any expenses and argued that Symantec's accounting staff responsible for classifying the T&T expenses "testified uniformly and unambiguously that th[e] classifications were proper." Lead Plaintiff also alleged that Symantec's improper upfront recognition of \$12 million in revenue in the fourth quarter of fiscal 2018 misled investors. Defendants argued that this was an innocent accounting issue that, regardless, was immaterial to a multi-billion dollar per year company like Symantec, where the \$12 million represented "less than 0.25% of annual revenue and less than 1% of quarterly revenue." Further, Lead Plaintiff faced challenges in proving scienter—i.e., that Defendants knowingly or recklessly deceived investors. For example, Defendants argued that scienter could only be proved through former CEO, Gregory Clark, which was not possible because, according to Defendants, Mr. Clark was not aware of any misclassified expenses, relied on his accounting staff to handle such matters and, when issues arose, he promptly tried to fix them in good faith, including by hiring outside consultants to review T&T expenses. Defendants also argued that Symantec had robust processes and procedures to review T&T expenses, including Board-level review. Defendants also pointed to the conclusion of a full Audit Committee investigation led by outside advisors that, according to Defendants, announced no restatement of historically filed financial statements or employment actions taken against Defendants.

30. Lead Plaintiff also faced further risks relating to proof of loss causation and damages. For example, Defendants contended in their summary judgment motion and would have argued at trial that Lead Plaintiff could not establish a causal connection between the alleged misrepresentations and the losses investors allegedly suffered, as required by law. Indeed, Defendants vehemently argued that that damages were zero because the alleged corrective disclosures on May 10 and August 2, 2018 merely discussed the existence of an investigation, without any admission of wrongdoing or correction of the past alleged misstatements. Defendants also challenged the August 2018 disclosure in particular as revealing no "new" information about the alleged fraud. If Defendants had succeeded on one or more of their loss causation and damages arguments, even if Lead Plaintiff had established liability for its securities fraud claims, the recoverable damages would have been substantially less than the amount provided in the Settlement or even zero.

31. In light of these risks, the amount of the Settlement, and the immediacy of recovery to the Class, Lead Plaintiff and Lead Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Class. Lead Plaintiff and Lead Counsel believe that the Settlement provides a substantial benefit to the Class, namely \$70,000,000 in cash (less the various deductions described in this Notice), as compared to the risk that the claims in the Action would produce a smaller recovery, or no recovery, after summary judgment, trial, and appeals, possibly years in the future.

32. Defendants have vigorously denied and continue to deny each and all of the claims asserted against them in the Action and deny that the Class was harmed or suffered any damages as a result of the conduct alleged in the Action. Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action. Defendants have agreed to the Settlement solely to eliminate the burden and expense of continued litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by Defendants.

### **WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?**

33. If there were no Settlement and Lead Plaintiff failed to establish any essential legal or factual element of their claims against Defendants, neither Lead Plaintiff nor the other members of the Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses, either at summary judgment, at trial, or on appeal, the Class could recover substantially less than the amount provided in the Settlement, or nothing at all.

### **HOW ARE CLASS MEMBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?**

34. As a Class Member, you are represented by Lead Plaintiff and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf as provided in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” below.

35. If you are a Class Member and you wish to object to the Settlement, the Plan of Allocation, or Lead Counsel’s application for attorneys’ fees and Litigation Expenses, you may present your objections by following the instructions in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” below.

36. If you are a Class Member, you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). The Judgment will dismiss with prejudice the claims in the Action against Defendants and will provide that, upon the Effective Date of the Settlement, Lead Plaintiff and each of the other Class Members, on behalf of themselves, and their respective current and former heirs, executors, administrators, predecessors, successors, officers, directors, agents, parents, affiliates, subsidiaries, employees, attorneys, assignees, and assigns, in their capacities as such, will have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all of the Released Plaintiff’s Claims (as defined in ¶ 37 below) against Defendants and the other Defendants’ Releasees (as defined in ¶ 38 below), whether or not such Class Member executes and delivers a Claim or objects to the settlement, and will forever be barred and enjoined from prosecuting, commencing, instituting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting any or all of the Released Plaintiff’s Claims against any of the Defendants’ Releasees. This Release shall not apply to any of the Excluded Plaintiff’s Claims.

37. “Released Plaintiff’s Claims” means all claims and causes of action, whether known claims or Unknown Claims, whether arising under federal, state, common or foreign law, that (i) Lead Plaintiff or any other Class Member asserted in the Complaint or Action under Sections 10(b), 20(a), and 20A of the Exchange Act and Rule 10b-5 or (ii) that arise out of or relate to the transactions or occurrences asserted in the Complaint or Action *and* concern claims or causes of action of or by Lead Plaintiff or any other Class Member who purchased or otherwise acquired Symantec common stock during the Class Period, and were allegedly damaged thereby. Released Plaintiff’s Claims do not include any of the following claims: (i) claims relating to the enforcement of the Settlement; (ii) claims asserted in any pending ERISA action or

derivative action, including, without limitation, claims asserted in *Lee v. Clark*, Case No. 3:19-cv-02522 (N.D. Cal.), *Milliken v. Clark*, 1:18-cv-01848 (D. Del.), *In re Symantec Corporation Stockholder Derivative Litigation*, C.A. No. 2019-0224-JTL (Del. Ch.), and *Kukard v. Symantec Corporation*, C.A. No. N18C-07-117 MMJ CCLD (Del. Super. Ct.), and any related or consolidated cases; (iii) claims by any governmental entity that arise out of any governmental investigation of Defendants relating to the alleged wrongful conduct in the Action; or (iv) claims of the persons or entities who previously submitted a request for exclusion from the Class (“Excluded Plaintiff’s Claims”).

38. “Defendants’ Releasees” means Defendants and their current and former parents, affiliates, subsidiaries, related entities, officers, directors, agents, successors, predecessors, assigns, assignees, partnerships, partners, principals, trustees, trusts, employees, Immediate Family members, insurers, reinsurers, advisors, estates, heirs, executors, administrators, shareholders, joint venturers, members, managers, supervisors, contractors, consultants, representatives, attorneys, and legal or personal representatives of the foregoing, in their capacities as such.

39. “Unknown Claims” means any Released Plaintiff’s Claims which Lead Plaintiff or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Defendants’ Claims which any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement. For the avoidance of doubt, Unknown Claims are limited to those that (a) Lead Plaintiff or any other Class Member or Defendants (i) asserted in the Complaint or Action or (ii) arise out of or relate to the transactions or occurrences asserted in the Complaint or Action *and* concern claims or causes of action of or by Lead Plaintiff or any other Class Member who purchased or otherwise acquired Symantec common stock during the Class Period and were allegedly damaged thereby. Lead Plaintiff and any other Class Member, and Defendants may hereafter discover facts in addition to or different from those that he, she, or it now knows or believes to be true with respect to the subject matter of Released Plaintiff’s Claims and Released Defendants’ Claims, but they stipulate and agree that, upon the Effective Date of the Settlement, they shall expressly waive and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Unknown Claims. The Parties acknowledge, and each of the Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

40. The Judgment will also provide that, upon the Effective Date of the Settlement, Defendants, on behalf of themselves and their respective current and former heirs, executors, administrators, predecessors, successors, officers, directors, agents, parents, affiliates, subsidiaries, employees, attorneys, assignees, and assigns, in their capacities as such, will have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all Released Defendants’ Claims (as defined in ¶ 41 below) against Lead Plaintiff and the other Plaintiff’s Releasees (as defined in ¶ 42 below), and will forever be barred and enjoined from prosecuting, commencing, instituting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting any or all of the Released Defendants’ Claims against any of the Plaintiff’s Releasees. This Release shall not apply to any of the Excluded Defendants’ Claims.

41. “Released Defendants’ Claims” means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action against Defendants. Released Defendants’ Claims do not include any of the following claims: (i) claims relating to the enforcement of the Settlement; (ii) claims against the persons or entities who previously submitted a request for exclusion from the Class (“Excluded Defendants’ Claims”).

42. “Plaintiff’s Releasees” means Lead Plaintiff, all other plaintiffs in the Action, and all other Class Members, and their respective current and former parents, affiliates, subsidiaries, officers, directors, agents, successors, predecessors, assigns, assignees, partnerships, partners, trustees, trusts, employees, Immediate Family members, insurers, reinsurers, advisors, estates, heirs, executors, administrators, shareholders, joint venturers, members, managers, supervisors, contractors, consultants, representatives, attorneys, and legal or personal representatives of the foregoing, in their capacities as such.

**HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?**

43. To be eligible for a payment from the Settlement, you must be a member of the Class and you must timely complete and return the Claim Form with adequate supporting documentation *postmarked (if mailed), or submitted online at [www.SymantecSecuritiesLitigation.com](http://www.SymantecSecuritiesLitigation.com), no later than \_\_\_\_\_, 2021*. A Claim Form is included with this Notice, or you may obtain one from the website maintained by the Claims Administrator for the Settlement, [www.SymantecSecuritiesLitigation.com](http://www.SymantecSecuritiesLitigation.com). You may also request that a Claim Form be mailed to you by calling the Claims Administrator toll free at 1-800-949-0206 or by emailing the Claims Administrator at [info@SymantecSecuritiesLitigation.com](mailto:info@SymantecSecuritiesLitigation.com). **Please retain all records of your ownership of and transactions in Symantec common stock, as they will be needed to document your Claim.** The Parties and Claims Administrator do not have information about your transactions in Symantec common stock. If you do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.

**HOW MUCH WILL MY PAYMENT BE?**

44. At this time, it is not possible to make any determination as to how much any individual Class Member may receive from the Settlement.

45. Pursuant to the Settlement, Symantec has agreed to pay or caused to be paid a total of \$70,000,000 in cash (the “Settlement Amount”). The Settlement Amount will be deposited into an escrow account. The Settlement Amount plus any interest earned thereon is referred to as the “Settlement Fund.” If the Settlement is approved by the Court and the Effective Date occurs, the Net Settlement Fund will be distributed to Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

46. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired.

47. Neither Defendants nor any other person or entity that paid any portion of the Settlement Amount on their behalf are entitled to get back any portion of the Settlement Fund once the Court’s order or judgment approving the Settlement becomes Final. Defendants shall not have any liability, obligation, or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund, any actions of the Escrow Agent, or the Plan of Allocation.

48. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

49. Unless the Court otherwise orders, any Class Member who or which fails to submit a Claim Form postmarked on or before \_\_\_\_\_, 2021 shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a member of the Class and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the releases given. This means that each Class Member releases the Released Plaintiff’s Claims (as defined in ¶ 37 above) against the Defendants’ Releasees (as defined in ¶ 38 above) and will be barred and enjoined from prosecuting any of the Released Plaintiff’s Claims against any of the Defendants’ Releasees whether or not such Class Member submits a Claim Form.

50. Participants in, and beneficiaries of, any Symantec employee benefit plan covered by ERISA (“ERISA Plan”) should NOT include any information relating to their transactions in Symantec common stock held through the ERISA Plan in any Claim Form that they submit in this Action.

51. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Class Member. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim Form.

52. Only members of the Class will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Class by definition or that previously excluded themselves from the Class pursuant to

request will not be eligible for a payment and should not submit Claim Forms. The only security that is included in the Settlement is Symantec common stock.

53. **Appendix A to this Notice sets forth the Plan of Allocation for allocating the Net Settlement Fund among Authorized Claimants, as proposed by Lead Plaintiff. At the Settlement Fairness Hearing, Lead Plaintiff will request that the Court approve the Plan of Allocation. The Court may modify the Plan of Allocation, or approve a different plan of allocation, without further notice to the Class.**

**WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING?  
HOW WILL THE LAWYERS BE PAID?**

54. Lead Counsel has not received any payment for its services in pursuing claims against Defendants on behalf of the Class, nor has it been paid for its litigation expenses. Before final approval of the Settlement, Lead Counsel will apply to the Court for an award of attorneys' fees in an amount not to exceed 19% of the Settlement Fund, or \$13.3 million, plus interest. At the same time, Lead Counsel also intends to apply for payment of Litigation Expenses in an amount not to exceed \$2.5 million. The Court will determine the amount of any award of attorneys' fees or Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?  
DO I HAVE TO COME TO THE HEARING?  
MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?**

55. **Class Members do not need to attend the Settlement Fairness Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Fairness Hearing.**

56. Please Note: The date and time of the Settlement Fairness Hearing may change without further written notice to the Class. In addition, the ongoing COVID-19 health emergency is a fluid situation that creates the possibility that the Court may decide to conduct the Settlement Hearing by video or telephonic conference, or otherwise allow Class Members to appear at the hearing by phone or video, without further written notice to the Class. **In order to determine whether the date and time of the Settlement Fairness Hearing have changed, or whether Class Members must or may participate by phone or video, it is important that you monitor the Court's docket and the Settlement website, [www.SymantecSecuritiesLitigation.com](http://www.SymantecSecuritiesLitigation.com), before making any plans to attend the Settlement Fairness Hearing. Any updates regarding the hearing, including any changes to the date or time of the hearing or updates regarding in-person or telephonic appearances at the hearing, will be posted to the Settlement website, [www.SymantecSecuritiesLitigation.com](http://www.SymantecSecuritiesLitigation.com). Also, if the Court requires or allows Class Members to participate in the Settlement Fairness Hearing by telephone or video conference, the information needed to access the conference will be posted to [www.SymantecSecuritiesLitigation.com](http://www.SymantecSecuritiesLitigation.com).**

57. The Settlement Hearing will be held on \_\_\_\_\_, 2021 at \_\_:\_\_.m. Pacific time, before the Honorable William Alsup either in person at the United States District Court for the Northern District of California, San Francisco Courthouse, Courtroom 12 - 19th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102, or by telephone or videoconference (in the discretion of the Court). At the hearing, the Court will determine, among other things, (i) whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class, and should be finally approved by the Court; (ii) whether the Action should be dismissed with prejudice against Defendants and the Releases specified and described in the Stipulation (and in this Notice) should be granted; (iii) whether the proposed Plan of Allocation should be approved as fair and reasonable; (iv) whether Lead Counsel's motion for attorneys' fees and Litigation Expenses should be approved; and (v) any other matters that may properly be brought before the Court in connection with the Settlement. The Court reserves the right to approve the Settlement, the

Plan of Allocation, and Lead Counsel's motion for attorneys' fees and Litigation Expenses; and/or consider any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Class.

58. Any Class Member may object to the Settlement, the proposed Plan of Allocation, or Lead Counsel's motion for attorneys' fees and Litigation Expenses. Objections must be in writing. To object, you must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Clerk's Office at the United States District Court for the Northern District of California at the address set forth below **on or before** \_\_\_\_\_, 2021.

**Clerk's Office**

United States District Court  
Northern District of California  
Class Action Clerk  
Phillip Burton Federal Building &  
U.S. Courthouse  
450 Golden Gate Avenue  
San Francisco, CA 94102

59. Any objection must (i) identify the case name and docket number, *SEB Investment Management AB v. Symantec Corp., et al.*, Case No. C 18-02902-WHA (N.D. Cal.); (ii) state the name, address, and telephone number of the person or entity objecting and must be signed by the objector; (iii) state whether the objector is represented by counsel and, if so, the name, address, and telephone number of the objector's counsel; (iv) contain a statement of the Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Class Member wishes to bring to the Court's attention and whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; and (v) include documents sufficient to prove membership in the Class, including documents showing the number of shares of publicly-traded Symantec common stock that the objector (A) owned as of the opening of trading on May 11, 2017 and (B) purchased/acquired and/or sold during the Class Period (*i.e.*, from May 11, 2017 through August 2, 2018, inclusive). Documentation establishing membership in the Class must consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from the objector's broker containing the transactional and holding information found in a broker confirmation slip or account statement. You may not object to the Settlement, the Plan of Allocation, or Lead Counsel's motion for attorneys' fees and Litigation Expenses if you previously excluded yourself from the Class or if you are not a member of the Class.

60. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Fairness Hearing to present your objection unless you first file a written objection in accordance with the procedures described above, unless the Court orders otherwise.

61. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, or Lead Counsel's motion for attorneys' fees and Litigation Expenses, assuming you timely file a written objection as described above, you must also file a notice of appearance with the Clerk's Office at the address set forth in ¶ 58 above so that it is **received on or before** \_\_\_\_\_, 2021. Persons who intend to object and desire to present evidence at the Settlement Fairness Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. It is within the Court's discretion to allow appearances at the Settlement Hearing either in person or by telephone or videoconference, with or without the filing of written objections.

62. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Fairness Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court so that the notice is **received on or before** \_\_\_\_\_, 2021.

63. The Settlement Fairness Hearing may be adjourned by the Court without further written notice to the Class. If you plan to attend the hearing, you should confirm the date and time with Lead Counsel.

**64. Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the**

**proposed Settlement, the proposed Plan of Allocation, or Lead Counsel’s motion for attorneys’ fees and Litigation Expenses. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.**

**WHAT IF I BOUGHT SHARES ON SOMEONE ELSE’S BEHALF?**

65. If you previously provided the names and addresses of persons and entities on whose behalf you purchased or acquired publicly-traded Symantec common stock during the period from May 11, 2017 to August 2, 2018, inclusive, in connection with the Original Class Notice (disseminated in or around June 2020) or the Supplemental Class Notice (disseminated in or around May 2021), and (i) those names and addresses remain current and (ii) you have no additional names and addresses for potential Class Members to provide to the Notice Administrator, you need do nothing further at this time. The Notice Administrator will mail a copy of this Settlement Notice and the Claim Form (the “Settlement Notice Packet”) to the beneficial owners whose names and addresses were previously provided in connection with the Class Notices.

66. If you elected to mail the Original Class Notice and Supplemental Class Notice directly to beneficial owners, you were advised that you must retain the mailing records for use in connection with any further notices that may be provided in the Action. If you elected this option, the Notice Administrator will forward the same number of Settlement Notice Packets to you to send to the beneficial owners. You must mail the of Settlement Notice Packets to the beneficial owners no later than seven days after your receipt of them.

67. If you have additional name and address information, the name and address information of certain of your beneficial owners has changed, or if you need additional copies of the Supplemental Notices, or have not already provided information regarding persons and entities on whose behalf you purchased or acquired publicly-traded Symantec common stock during the period from May 11, 2017 to August 2, 2018, inclusive, in connection with the Original Class Notice or the Supplemental Class Notice, then, the Court has ordered that you must either: (i) promptly send a list of the names and addresses of such beneficial owners to the Claims Administrator at *Symantec Securities Litigation*, c/o A.B. Data, Ltd., P.O. Box 173106, Milwaukee, WI 53217, in which event the Claims Administrator shall promptly mail the Settlement Notice Packet to such beneficial owners; or (ii) promptly request from A.B. Data sufficient copies of the Settlement Notice Packet to forward to all such beneficial owners, which you must then mail to the beneficial owners no later seven (7) calendar days after receipt. As stated above, if you have already provided this information in connection with the Original Class Notice or Supplemental Class Notice, unless that information has changed (e.g., the beneficial owner has changed address), it is unnecessary to provide such information again.

68. Upon full and timely compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice and the Claim Form may also be obtained from the Settlement website, [www.SymantecSecuritiesLitigation.com](http://www.SymantecSecuritiesLitigation.com), by calling the Claims Administrator toll-free at 1-800-949-0206, or by emailing the Claims Administrator at [info@SymantecSecuritiesLitigation.com](mailto:info@SymantecSecuritiesLitigation.com).

**CAN I SEE THE COURT FILE?  
WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?**

69. This Notice contains only a summary of the terms of the proposed Settlement. For the precise terms and conditions of the settlement or to obtain additional information, you may find the Stipulation and other relevant documents at [www.SymantecSecuritiesLitigation.com](http://www.SymantecSecuritiesLitigation.com), by contacting Lead Counsel at the address below, by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

All inquiries concerning this Notice and the Claim Form should be directed to:

*Symantec Securities Litigation*

and/or

Jeremy P. Robinson, Esq.

c/o A.B. Data, Ltd.

Bernstein Litowitz Berger

P.O. Box 173106

& Grossmann LLP

Milwaukee, WI 53217

1251 Avenue of the Americas

New York, NY 10020

1-800-949-0206

[info@SymantecSecuritiesLitigation.com](mailto:info@SymantecSecuritiesLitigation.com)

1-800-380-8496

[www.SymantecSecuritiesLitigation.com](http://www.SymantecSecuritiesLitigation.com)

[settlements@blbglaw.com](mailto:settlements@blbglaw.com)

**DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, DEFENDANTS, OR THEIR COUNSEL REGARDING THIS THIS SETTLEMENT OR THE CLAIM PROCESS.**

Dated: \_\_\_\_\_, 2021

By Order of the Court  
United States District Court  
Northern District of California



## APPENDIX A

### PROPOSED PLAN OF ALLOCATION

1. The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund to those Class Members who suffered economic losses as a proximate result of the alleged violations of the federal securities laws. The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Class Members might have been able to recover after a trial. Nor are the calculations pursuant to the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the Plan of Allocation are only a method to weigh the claims of Claimants against one another for the purposes of making *pro rata* allocations of the Net Settlement Fund.

2. In developing the Plan of Allocation in conjunction with Lead Counsel, Lead Plaintiff's damages expert calculated the estimated amount of artificial inflation in the price of Symantec common stock allegedly caused by Defendants' alleged false and misleading statements and material omissions. In calculating the estimated artificial inflation allegedly caused by Defendants' alleged misrepresentations and omissions, Lead Plaintiff's damages expert considered price changes in the stock in reaction to the public disclosures allegedly revealing the truth concerning Defendants' alleged misrepresentations and material omissions, adjusting for price changes that were attributable to market or industry forces.

3. For losses to be compensable damages under the federal securities laws, the disclosure of the allegedly misrepresented information must be the cause of the decline in the price of the Symantec common stock. In the Action, Lead Plaintiff alleges that Defendants made false statements and omitted material facts during the period from May 11, 2017 through August 2, 2018, inclusive, which had the effect of artificially inflating the price of Symantec common stock. Lead Plaintiff further alleges that corrective information was released to the market on: May 10, 2018 and August 2, 2018, which partially removed artificial inflation from the price of Symantec common stock on: May 11-15, 2018 and August 3, 2018.

4. Recognized Loss Amounts for transactions in Symantec common stock are calculated under the Plan of Allocation based primarily on the difference in the amount of alleged artificial inflation in the price of Symantec common stock at the time of purchase and the time of sale or the difference between the actual purchase price and sale price. In order to have a Recognized Loss Amount under the Plan of Allocation, a Class Member who purchased or otherwise acquired Symantec common stock prior to the first alleged corrective disclosure, which occurred after the close of the financial markets on May 10, 2018, must have held his, her, or its shares of Symantec common stock through at least the close of trading on May 10, 2018. A Class Member who purchased or otherwise acquired publicly traded Symantec common stock from May 11, 2018 through and including August 2, 2018, must have held those shares through at least the close of trading on August 2, 2018, when additional alleged corrective information was released to the market and removed the remaining artificial inflation from the price of Symantec common stock on August 3, 2018.

### CALCULATION OF RECOGNIZED LOSS AMOUNTS

5. Based on the formula stated below, a "Recognized Loss Amount" will be calculated for each purchase of Symantec common stock during the Class Period that is listed on the Claim Form and for which adequate documentation is provided. If a Recognized Loss Amount calculates to a negative number or zero under the formula below, the Recognized Loss Amount for that transaction will be zero.

6. For each share of publicly traded Symantec common stock purchased or otherwise acquired during the period from May 11, 2017 through August 2, 2018, inclusive, and

a) sold before the close of trading on May 10, 2018, the Recognized Loss Amount is zero;

b) sold from May 11, 2018 through the close of trading on August 2, 2018, the Recognized Loss Amount is **the lesser of:** (i) the differential in artificial inflation per share on the date of purchase/acquisition compared to the date of sale, as stated in Table A; or (ii) the purchase price *minus* the sale price;

- c) sold from August 3, 2018 through the close of trading on October 31, 2018, the Recognized Loss Amount is **the least of**: (i) the differential in artificial inflation per share on the date of purchase/acquisition compared to the date of sale, as stated in the last column of Table A; (ii) the purchase price *minus* the sale price; or (iii) the purchase price *minus* the average closing price per share applicable to the date of sale as stated in Table B;
- d) held at the end of trading on October 31, 2018, the Recognized Loss Amount is equal to **the lesser of**: (i) the differential in artificial inflation per share on the date of purchase/acquisition as compared to the date of holding, as stated in the last column of Table A; or (ii) the purchase price per share *minus* \$19.85.<sup>2</sup>

7. For shares of Symantec common stock that were purchased during the period from August 28, 2017 through September 14, 2017 (the “20A Period”), the Recognized Loss Amount for those purchases will be increased by 2%. Specifically, the Recognized Loss Amount calculated above in paragraph 6 for these purchases will be multiplied by 1.02. Shares purchased during the 20A Period will receive this enhancement to their Recognized Loss Amount because the investors who purchased Symantec common stock in the 20A Period purchased shares “contemporaneously” (according to Lead Plaintiff) with sales of Symantec common stock by Defendant Clark that were alleged in the Complaint (*i.e.*, within 9 trading days after sales by Clark on August 28 and 31, 2017), and, thus, these Class Members possessed claims under Section 20A of the Exchange Act which were not possessed by other members of the Class.

### ADDITIONAL PROVISIONS

8. The Net Settlement Fund will be allocated among all Authorized Claimants whose Distribution Amount (defined in paragraph 16 below) is \$10.00 or greater.

9. **Calculation of Claimant’s “Recognized Claim”**: A Claimant’s “Recognized Claim” will be the sum of his, her, or its Recognized Loss Amounts as calculated above with respect to all purchases or acquisitions of publicly traded Symantec common stock during the Class Period.

10. **FIFO Matching**: If a Settlement Class Member made more than one purchase/acquisition or sale of Symantec common stock during the Class Period, all purchases/acquisitions and sales will be matched on a First In, First Out (“FIFO”) basis. Class Period sales will be matched first against any holdings of Symantec common stock at the beginning of the Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period.

11. **“Purchase/Sale” Prices**: For the purposes of calculations under this Plan of Allocation, “purchase price” means the actual price paid, excluding all fees, taxes, and commissions, and “sale price” means the actual amount received, not deducting any fees, taxes, and commissions.

12. **“Purchase/Sale” Dates**: Purchases, acquisitions, and sales of Symantec common stock will be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. However, the receipt or grant by gift, inheritance, or operation of law of Symantec common stock during the Class Period shall not be deemed an eligible purchase, acquisition, or sale for the calculation of a Claimant’s Recognized Loss Amount, nor shall the receipt or grant be deemed an assignment of any claim relating to the stock unless (i) the donor or decedent purchased or acquired the Symantec common stock during the Class Period; (ii) the instrument of gift or assignment specifically provides that it

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<sup>2</sup> Pursuant to Section 21(D)(e)(1) of the Exchange Act, “in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market.” This 90-day period is known as the “90-day look-back period.” The average (mean) closing price of Symantec common stock during the 90-day look-back period from August 3, 2018 through October 31, 2018, inclusive, was \$19.85.

is intended to transfer such rights; and (iii) no Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to those shares.

13. **Short Sales:** The date of covering a “short sale” is deemed to be the date of purchase of the Symantec common stock. The date of a “short sale” is deemed to be the date of sale of the Symantec common stock. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on “short sales” and the purchases covering “short sales” is zero.

14. In the event that a Claimant has an opening short position in Symantec common stock, the earliest purchases or acquisitions of Symantec common stock during the Class Period will be matched against such opening short position, and not be entitled to a recovery, until that short position is fully covered.

15. **Shares Purchased/Sold Through the Exercise of Options:** Option contracts are not securities eligible to participate in the Settlement. With respect to shares of Symantec common stock purchased or sold through the exercise of an option, the purchase/sale date of the Symantec common stock is the exercise date of the option and the purchase/sale price is the exercise price of the option.

16. **Determination of Distribution Amount:** The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which shall be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

17. If an Authorized Claimant’s Distribution Amount calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

18. After the initial distribution of the Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the Net Settlement Fund after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determines that it is cost-effective to do so, the Claims Administrator, no less than seven (7) months after the initial distribution, will conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks and who would receive at least \$10.00 on such additional re-distributions may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determines that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance will be contributed to the Investor Protection Trust, a non-sectarian, not-for-profit, 501(c)(3) organization devoted to investor education.

19. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, will be conclusive against all Claimants. No person or entity shall have any claim against Lead Plaintiff, lead Counsel, the Claims Administrator, or any other agent designated by Lead Counsel, or Defendants’ Releasees and/or their respective counsel, arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or any order of the Court. Lead Plaintiff and Defendants, and their respective counsel, and all other Releasees shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the plan of allocation, or the determination, administration, calculation, or payment of any claim or nonperformance of the Claims Administrator, the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

20. The Plan of Allocation set forth herein is the plan that is being proposed to the Court for its approval by Lead Plaintiff after consultation with Lead Plaintiff’s damages expert. The Court may approve this Plan as proposed or it may modify the Plan of Allocation without further notice to the Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the case website, [www.SymantecSecuritiesLitigation.com](http://www.SymantecSecuritiesLitigation.com).

**TABLE A**

**Difference in Estimated Artificial Inflation in  
Symantec Common Stock for Purchases and Sales from May 11, 2017 through and including August 2, 2018**

Purchase Date	Sale Date				
	May 11, 2017 – May 10, 2018	May 11, 2018 – May 13, 2018	May 14, 2018	May 15, 2018 – Aug. 2, 2018	After Aug. 2, 2018 or still held
May 11, 2017 – Aug. 2, 2017	\$0.00	\$4.83	\$3.51	\$2.79	\$3.06
Aug. 3, 2017 – Nov. 1, 2017	\$0.00	\$5.63	\$4.31	\$3.59	\$3.86
Nov. 2, 2017– Jan. 31, 2018	\$0.00	\$5.72	\$4.40	\$3.68	\$3.95
Feb. 1, 2018 – May 10, 2018	\$0.00	\$6.61	\$5.29	\$4.57	\$4.84
May 11, 2018 – Aug. 2, 2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.27

**TABLE B**

**90-Day Look-Back Table for Symantec Common Stock  
(Average Closing Price: August 3, 2018 – October 31, 2018)**

Date	Average Closing Price from August 3, 2018 through Date
8/3/2018	\$19.25
8/6/2018	\$19.41
8/7/2018	\$19.42
8/8/2018	\$19.43
8/9/2018	\$19.39
8/10/2018	\$19.35
8/13/2018	\$19.28
8/14/2018	\$19.20
8/15/2018	\$19.13
8/16/2018	\$19.15
8/17/2018	\$19.18
8/20/2018	\$19.20
8/21/2018	\$19.22
8/22/2018	\$19.26
8/23/2018	\$19.28
8/24/2018	\$19.31
8/27/2018	\$19.36
8/28/2018	\$19.41
8/29/2018	\$19.47
8/30/2018	\$19.50
8/31/2018	\$19.54

Date	Average Closing Price from August 3, 2018 through Date
9/4/2018	\$19.56
9/5/2018	\$19.57
9/6/2018	\$19.58
9/7/2018	\$19.59
9/10/2018	\$19.60
9/11/2018	\$19.62
9/12/2018	\$19.64
9/13/2018	\$19.65
9/14/2018	\$19.66
9/17/2018	\$19.67
9/18/2018	\$19.70
9/19/2018	\$19.73
9/20/2018	\$19.76
9/21/2018	\$19.79
9/24/2018	\$19.84
9/25/2018	\$19.88
9/26/2018	\$19.91
9/27/2018	\$19.94
9/28/2018	\$19.98
10/1/2018	\$20.00
10/2/2018	\$20.01

Date	Average Closing Price from August 3, 2018 through Date
10/3/2018	\$20.03
10/4/2018	\$20.03
10/5/2018	\$20.03
10/8/2018	\$20.04
10/9/2018	\$20.04
10/10/2018	\$20.04
10/11/2018	\$20.02
10/12/2018	\$20.02
10/15/2018	\$20.01
10/16/2018	\$20.02
10/17/2018	\$20.03
10/18/2018	\$20.03
10/19/2018	\$20.03
10/22/2018	\$20.02
10/23/2018	\$20.01
10/24/2018	\$19.99
10/25/2018	\$19.97
10/26/2018	\$19.95
10/29/2018	\$19.91
10/30/2018	\$19.88
10/31/2018	\$19.85

# **Exhibit A-2**

Exhibit A-2

*Symantec Securities Litigation*  
Toll-Free Number: 1-800-949-0206  
Email: [info@SymantecSecuritiesLitigation.com](mailto:info@SymantecSecuritiesLitigation.com)  
Website: [www.SymantecSecuritiesLitigation.com](http://www.SymantecSecuritiesLitigation.com)

## **PROOF OF CLAIM AND RELEASE FORM**

To be eligible to receive a share of the Net Settlement Fund in connection with the Settlement of this Action, you must complete and sign this Proof of Claim and Release Form (“Claim Form”) and mail it by first-class mail to the address below, or submit it online at [www.SymantecSecuritiesLitigation.com](http://www.SymantecSecuritiesLitigation.com), with supporting documentation, *postmarked* (or received) no later than \_\_\_\_\_, 2021.

### **Mail to:**

*Symantec Securities Litigation*  
c/o A.B. Data, Ltd.  
P.O. Box 173106  
Milwaukee, WI 53217

Failure to submit your Claim Form by the date specified will subject your claim to rejection and may preclude you from being eligible to receive a payment from the Settlement.

**Do not mail or deliver your Claim Form to the Court, Lead Counsel, Defendants’ Counsel, or any of the Parties to the Action. Submit your Claim Form only to the Claims Administrator at the address set forth above.**

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## PART II – GENERAL INSTRUCTIONS

1. It is important that you completely read and understand the Notice of (I) Proposed Settlement and Plan of Allocation; (II) Settlement Fairness Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses (the "Settlement Notice") that accompanies this Claim Form, including the Plan of Allocation of the Net Settlement Fund set forth in the Settlement Notice. The Settlement Notice describes the proposed Settlement, how Class Members are affected by the Settlement, and the manner in which the Net Settlement Fund will be distributed if the Settlement and Plan of Allocation are approved by the Court. The Settlement Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read and that you understand the Settlement Notice, including the terms of the releases described therein and provided for herein.

2. By submitting this Claim Form, you will be making a request to receive a payment from the Settlement described in the Settlement Notice. **IF YOU ARE NOT A CLASS MEMBER** (*see* the definition of the Class on page [ ] of the Settlement Notice, which sets forth who is included in and who is excluded from the Class), **OR IF YOU, OR SOMEONE ACTING ON YOUR BEHALF, SUBMITTED A REQUEST FOR EXCLUSION FROM THE CLASS, DO NOT SUBMIT A CLAIM FORM. YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN THE SETTLEMENT IF YOU ARE NOT A CLASS MEMBER.** **THUS, IF YOU ARE EXCLUDED FROM THE CLASS, ANY CLAIM FORM THAT YOU SUBMIT, OR THAT MAY BE SUBMITTED ON YOUR BEHALF, WILL NOT BE ACCEPTED.**

3. **Submission of this Claim Form does not guarantee that you will be eligible to receive a payment from the Settlement. The distribution of the Net Settlement Fund will be governed by the Plan of Allocation set forth in the Settlement Notice, if it is approved by the Court, or by such other plan of allocation as the Court approves.**

4. Use the Schedule of Transactions in Part III of this Claim Form to supply all required details of your transaction(s) in, and holdings of, common stock of Symantec Corporation ("Symantec"). On this schedule, provide all of the requested information with respect to your holdings, purchases, acquisitions, and sales of Symantec common stock (including free transfers and deliveries), whether such transactions resulted in a profit or a loss. **Failure to report all transaction and holding information during the requested time period may result in the rejection of your claim.**

5. **Please note:** Only publicly traded Symantec common stock purchased during the Class Period (*i.e.*, from May 11, 2017 through August 2, 2018, inclusive) is eligible under the Settlement. However, sales of Symantec common stock during the period from August 3, 2018 through and including the close of trading on October 31, 2018, will be used for purposes of calculating your claim under the Plan of Allocation. Therefore, in order for the Claims Administrator to be able to balance your claim, the requested purchase/acquisition and sale/disposition information during this period must also be provided.

6. You are required to submit genuine and sufficient documentation for all of your transactions in and holdings of Symantec common stock as set forth in the Schedule of Transactions in Part III of this Claim Form. Documentation may consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from your broker containing the transactional and holding information found in a broker confirmation slip or account statement. The Parties and the Claims Administrator do not independently have information about your investments in Symantec common stock. **IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OF THE DOCUMENTS OR EQUIVALENT DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS. Please keep a copy of all documents that you send to the Claims Administrator. Also, do not highlight any portion of the Claim Form or any supporting documents.**



7. Use Part I of this Claim Form entitled “CLAIMANT INFORMATION” to identify the beneficial owner(s) of the Symantec common stock. The complete name(s) of the beneficial owner(s) must be entered. If you held the Symantec common stock in your own name, you were the beneficial owner as well as the record owner. If, however, your shares of Symantec common stock were registered in the name of a third party, such as a nominee or brokerage firm, you were the beneficial owner of the stock, but the third party was the record owner. The beneficial owner, not the record owner, must sign this Claim Form to be eligible to participate in the Settlement. If there were joint beneficial owners, each must sign this Claim Form and their names must appear as “Claimants” in Part I of this Claim Form.

8. **One Claim should be submitted for each separate legal entity or separately managed account.** Separate Claim Forms should be submitted for each separate legal entity (*e.g.*, an individual should not combine his or her IRA holdings and transactions with holdings and transactions made solely in the individual’s name). Generally, a single Claim Form should be submitted on behalf of one legal entity including all holdings and transactions made by that entity on one Claim Form. However, if a single person or legal entity had multiple accounts that were separately managed, separate Claims may be submitted for each such account. The Claims Administrator reserves the right to request information on all the holdings and transactions in Symantec common stock made on behalf of a single beneficial owner

9. Agents, executors, administrators, guardians, and trustees must complete and sign the Claim Form on behalf of persons represented by them, and they must:

- (a) expressly state the capacity in which they are acting;
- (b) identify the name, account number, last four digits of the Social Security Number (or taxpayer identification number), address, and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the Symantec common stock; and
- (c) furnish herewith evidence of their authority to bind to the Claim Form the person or entity on whose behalf they are acting. (Authority to complete and sign a Claim Form cannot be established by stockbrokers demonstrating only that they have discretionary authority to trade securities in another person’s accounts.)

10. By submitting a signed Claim Form, you will be swearing that you:

- (a) owned the Symantec common stock you have listed in the Claim Form; or
- (b) are expressly authorized to act on behalf of the owner thereof.

11. By submitting a signed Claim Form, you will be swearing to the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your claim and may subject you to civil liability or criminal prosecution.

12. If the Court approves the Settlement, payments to eligible Authorized Claimants pursuant to the Plan of Allocation (or such other plan of allocation as the Court approves) will be made after any appeals are resolved, and after the completion of all claims processing. The claims process will take substantial time to complete fully and fairly. Please be patient.

13. **PLEASE NOTE:** As set forth in the Plan of Allocation, each Authorized Claimant shall receive his, her, or its *pro rata* share of the Net Settlement Fund. If the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

14. If you have questions concerning the Claim Form, or need additional copies of the Claim Form or the Settlement Notice, you may contact the Claims Administrator, A.B. Data, Ltd., at the above

address, by email at [info@SymantecSecuritiesLitigation.com](mailto:info@SymantecSecuritiesLitigation.com), or by toll-free phone at 1-800-949-0206, or you can visit the Settlement website, [www.SymantecSecuritiesLitigation.com](http://www.SymantecSecuritiesLitigation.com), where copies of the Claim Form and Settlement Notice are available for downloading.

15. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the *mandatory* electronic filing requirements and file layout, you may visit the Settlement website at [www.SymantecSecuritiesLitigation.com](http://www.SymantecSecuritiesLitigation.com) or you may email the Claims Administrator's electronic filing department at [info@SymantecSecuritiesLitigation.com](mailto:info@SymantecSecuritiesLitigation.com). **Any file not in accordance with the required electronic filing format will be subject to rejection.** The *complete* name of the beneficial owner of the securities must be entered where called for (*see* ¶ 7 above). No electronic files will be considered to have been submitted unless the Claims Administrator issues an email to that effect. **Do not assume that your file has been received until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at [info@SymantecSecuritiesLitigation.com](mailto:info@SymantecSecuritiesLitigation.com) to inquire about your file and confirm it was received.**

**IMPORTANT: PLEASE NOTE**

**YOUR CLAIM IS NOT DEEMED FILED UNTIL YOU RECEIVE AN ACKNOWLEDGEMENT POSTCARD. THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR CLAIM FORM WITHIN 60 DAYS OF YOUR SUBMISSION. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT POSTCARD WITHIN 60 DAYS, CONTACT THE CLAIMS ADMINISTRATOR TOLL FREE AT 1-800-949-0206.**

**PART III – SCHEDULE OF TRANSACTIONS IN SYMANTEC COMMON STOCK**

Use this section to provide information on your holdings and trading of Symantec common stock during the requested time periods. During the Class Period, the Symantec common stock traded on the NASDAQ under the symbol SYMC, CUSIP: 871503108. On November 5, 2019, after the Class Period, Symantec became NortonLifeLock Inc. and its symbol became NLOK. Please include proper documentation with your Claim Form as described in detail in Part II – General Instructions, ¶ 6 above.

<b>1. PURCHASES/ACQUISITIONS FROM MAY 11, 2017 THROUGH AUGUST 2, 2018</b> – Separately list each and every purchase or acquisition (including free receipts) of Symantec common stock from after the opening of trading on May 11, 2017 through and including the close of trading on August 2, 2018. (Must be documented.)				
Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of Shares Purchased/Acquired	Purchase Price Per Share	Total Purchase Price (excluding any fees, commissions, and taxes)	Confirm Proof of Purchase Enclosed
/ /		\$	\$	<input type="radio"/>
/ /		\$	\$	<input type="radio"/>
/ /		\$	\$	<input type="radio"/>
/ /		\$	\$	<input type="radio"/>
<b>2. PURCHASES/ACQUISITIONS FROM AUGUST 3, 2018 THROUGH OCTOBER 31, 2018</b> – State the total number of shares of Symantec common stock purchased or acquired (including free receipts) from August 3, 2018 through the close of trading on October 31, 2018. If none, write “zero” or “0.” <sup>1</sup> _____				
<b>3. SALES FROM MAY 11, 2017 THROUGH OCTOBER 31, 2018</b> – Separately list each and every sale or disposition (including free deliveries) of Symantec common stock from after the opening of trading on May 11, 2017 through and including the close of trading on October 31, 2018. (Must be documented.)				<b>IF NONE, CHECK HERE</b> <input type="radio"/>
Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (not deducting any fees, commissions, and taxes)	Confirm Proof of Sale Enclosed
/ /		\$	\$	<input type="radio"/>
/ /		\$	\$	<input type="radio"/>
/ /		\$	\$	<input type="radio"/>
/ /		\$	\$	<input type="radio"/>
<b>4. HOLDINGS AS OF OCTOBER 31, 2018</b> – State the total number of shares of Symantec common stock held as of the close of trading on October 31, 2018. (Must be documented.) If none, write “zero” or “0.” _____				Confirm Proof of Position Enclosed <input type="radio"/>

<sup>1</sup> **Please note:** Information requested with respect to your purchases and acquisitions of Symantec common stock from August 3, 2018 through and including the close of trading on October 31, 2018 is needed in order to balance your claim; purchases during this period, however, are not eligible under the Settlement and will not be used for purposes of calculating your Recognized Claim under the Plan of Allocation.

**IF YOU REQUIRE ADDITIONAL SPACE FOR THE SCHEDULE ABOVE, ATTACH EXTRA SCHEDULES IN THE SAME FORMAT. PRINT THE BENEFICIAL OWNER'S FULL NAME AND LAST FOUR DIGITS OF SOCIAL SECURITY/TAXPAYER IDENTIFICATION NUMBER ON EACH ADDITIONAL PAGE. IF YOU DO ATTACH EXTRA SCHEDULES, CHECK THIS BOX.**

#### **PART IV - RELEASE OF CLAIMS AND SIGNATURE**

**YOU MUST ALSO READ THE RELEASE AND CERTIFICATION BELOW AND SIGN ON PAGE 8 OF THIS CLAIM FORM.**

I (we) hereby acknowledge that, pursuant to the terms set forth in the Stipulation, without further action by anyone, upon the Effective Date of the Settlement, I (we), on behalf of myself (ourselves) and my (our) (the claimant(s)') current and former heirs, executors, administrators, predecessors, successors, officers, directors, agents, parents, affiliates, subsidiaries, employees, attorneys, assignees, and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all of the Released Plaintiff's Claim against Defendants and the other Defendants' Releasees, and shall forever be barred and enjoined from prosecuting, commencing, instituting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting any or all of the Released Plaintiff's Claims against any of the Defendants' Releasees.

#### **CERTIFICATION**

By signing and submitting this Claim Form, the claimant(s) or the person(s) who represent(s) the claimant(s) agree(s) to the release above and certifies (certify) as follows:

1. that I (we) have read and understand the contents of the Settlement Notice and this Claim Form, including the releases provided for in the Settlement and the terms of the Plan of Allocation;
2. that the claimant(s) is a (are) Class Member(s), as defined in the Settlement Notice, and is (are) not excluded by definition from the Class as set forth in the Settlement Notice;
3. that the claimant(s) did **not** submit a request for exclusion from the Class;
4. that I (we) own(ed) the Symantec common stock identified in the Claim Form and have not assigned the claim against any of the Defendants or any of the other Defendants' Releasees to another, or that, in signing and submitting this Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof;
5. that the claimant(s) has (have) not submitted any other claim covering the same purchases of Symantec common stock and knows (know) of no other person having done so on the claimant's (claimants') behalf;
6. that the claimant(s) submit(s) to the jurisdiction of the Court with respect to claimant's (claimants') claim and for purposes of enforcing the releases set forth herein;
7. that I (we) agree to furnish such additional information with respect to this Claim Form as Lead Counsel, the Claims Administrator, or the Court may require;
8. that the claimant(s) waive(s) the right to trial by jury, to the extent it exists, and agree(s) to the determination by the Court of the validity or amount of this claim, and waives any right of appeal

or review with respect to such determination;

9. that I (we) acknowledge that the claimant(s) will be bound by and subject to the terms of any judgment(s) that may be entered in the Action; and

10. that the claimant(s) is (are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because (i) the claimant(s) is (are) exempt from backup withholding or (ii) the claimant(s) has (have) not been notified by the IRS that he, she, or it is subject to backup withholding as a result of a failure to report all interest or dividends or (iii) the IRS has notified the claimant(s) that he, she, or it is no longer subject to backup withholding. **If the IRS has notified the claimant(s) that he, she, it, or they is (are) subject to backup withholding, please strike out the language in the preceding sentence indicating that the claim is not subject to backup withholding in the certification above.**

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED HEREWITH ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

---

Signature of claimant

Date

---

Print claimant name here

---

Signature of joint claimant, if any

Date

---

Print joint claimant name here

***If the claimant is other than an individual, or is not the person completing this form, the following also must be provided:***

---

Signature of person signing on behalf of claimant

Date

---

Print name of person signing on behalf of claimant here

---

Capacity of person signing on behalf of claimant, if other than an individual, *e.g.*, executor, president, trustee, custodian, etc. (Must provide evidence of authority to act on behalf of claimant – see ¶ 9 on page 4 of this Claim Form.)

**REMINDER CHECKLIST**

1. Sign the above release and certification. If this Claim Form is being made on behalf of joint claimants, then both must sign.
2. Attach only *copies* of acceptable supporting documentation as these documents will not be returned to you.
3. Do not highlight any portion of the Claim Form or any supporting documents.
4. Keep copies of the completed Claim Form and documentation for your own records.
5. The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days of your submission. Your claim is not deemed filed until you receive an acknowledgement postcard. **If you do not receive an acknowledgement postcard within 60 days, please call the Claims Administrator toll free at 1-800-949-0206.**
6. If your address changes in the future, or if this Claim Form was sent to an old or incorrect address, you must send the Claims Administrator written notification of your new address. If you change your name, inform the Claims Administrator.
7. If you have any questions or concerns regarding your claim, contact the Claims Administrator at the address below, by email at [info@SymantecSecuritiesLitigation.com](mailto:info@SymantecSecuritiesLitigation.com), or by toll-free phone at 1-800-949-0206, or you may visit [www.SymantecSecuritiesLitigation.com](http://www.SymantecSecuritiesLitigation.com). DO NOT call Symantec or its counsel with questions regarding your claim.

THIS CLAIM FORM MUST BE MAILED TO THE CLAIMS ADMINISTRATOR BY FIRST-CLASS MAIL OR SUBMITTED ONLINE AT [WWW.SYMANTECSECURITIESLITIGATION.COM](http://WWW.SYMANTECSECURITIESLITIGATION.COM), **POSTMARKED (OR RECEIVED) NO LATER THAN \_\_\_\_\_, 2021**. IF MAILED, THE CLAIM FORM SHOULD BE ADDRESSED AS FOLLOWS:

*Symantec Securities Litigation*  
c/o A.B. Data, Ltd.  
P.O. Box 173106  
Milwaukee, WI 53217

A Claim Form received by the Claims Administrator shall be deemed to have been submitted when posted, if a postmark date on or before \_\_\_\_\_, 2021 is indicated on the envelope and it is mailed First Class, and addressed in accordance with the above instructions. In all other cases, a Claim Form shall be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to fully process all of the Claim Forms. Please be patient and notify the Claims Administrator of any change of address.

#3029288

# **Exhibit A-3**

Exhibit A-3

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

SEB INVESTMENT MANAGEMENT AB,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

SYMANTEC CORPORATION and  
GREGORY S. CLARK,

Defendants.

Case No. 3:18-cv-02902-WHA

ECF CASE

Dept.: Courtroom 12, 19th Floor  
Judge: Honorable William Alsup

**SUMMARY NOTICE OF (I) PROPOSED SETTLEMENT  
AND PLAN OF ALLOCATION; (II) SETTLEMENT HEARING; AND  
(III) MOTION FOR ATTORNEYS' FEES AND LITIGATION EXPENSES**

**To: All persons and entities that, during the period from May 11, 2017 to August 2, 2018, inclusive (the "Class Period"), purchased or otherwise acquired shares of the publicly traded common stock of Symantec Corporation ("Symantec") and were damaged thereby (the "Class").<sup>1</sup>**

**PLEASE READ THIS NOTICE CAREFULLY; YOUR RIGHTS WILL BE AFFECTED BY THE SETTLEMENT OF A CLASS ACTION LAWSUIT PENDING IN THIS COURT.**

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Northern District of California, that the Court-appointed Class Representative, SEB Investment Management AB, on behalf of itself and the Court-certified Class, in the above-captioned securities class action (the "Action") has reached a proposed settlement of the Action with defendants Symantec Corporation, now known as NortonLifeLock Inc. ("Symantec") and Gregory S. Clark (collectively, "Defendants") for \$70,000,000 in cash that, if approved, will resolve all claims in the Action.

A hearing will be held on \_\_\_\_\_, 2021 at \_\_:\_\_.m., before the Honorable William Alsup, either in person at the United States District Court for the Northern District of California, San Francisco Courthouse, Courtroom 12 - 19th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102, or by telephone or videoconference (in the discretion of the Court) to determine: (i) whether the proposed Settlement should be approved as fair, reasonable, and adequate; (ii) whether the Action should be dismissed with prejudice against Defendants, and the

<sup>1</sup> Certain persons and entities are excluded from the Class by definition and others are excluded pursuant to request. The full definition of the Class including a complete description of who is excluded from the Class is set forth in the full Settlement Notice referred to below.



releases specified and described in the Stipulation and Agreement of Settlement dated June 8, 2021 should be granted; (iii) whether the proposed Plan of Allocation should be approved as fair and reasonable; and (iv) whether Lead Counsel's application for an award of attorneys' fees and payment of expenses should be approved.

Lead Counsel, which has been prosecuting the Action on a wholly contingent basis, has not received any payment of attorneys' fees for their representation of the Class and have advanced the funds to pay expenses necessarily incurred to prosecute the Action. Lead Counsel will apply to the Court for an award of attorneys' fees in an amount not to exceed 19% of the Settlement Fund, or \$13.3 million, plus interest. In addition, Lead Counsel will apply for payment of Litigation Expenses in connection with the institution, prosecution, and resolution of the Action in an amount not to exceed \$2.5 million. The total Notice and Administration Costs are estimated to be \$415,000. Any fees and expenses awarded by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses. If the Court approves Lead Counsel's fee and expense application, and based on the current estimate of Notice and Administration Costs, the portion of the Settlement Fund that will be distributed to Class Members will be approximately \$53,785,000, plus interest accrued.

**If you are a member of the Class, your rights will be affected by the pending Action and the Settlement, and you may be entitled to share in the Net Settlement Fund.** If you have not yet received the full printed Notice of (I) Proposed Settlement and Plan of Allocation; (II) Settlement Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses (the "Settlement Notice") and the Claim Form, you may obtain copies of these documents by contacting the Claims Administrator at *Symantec Securities Litigation*, c/o A.B. Data, P.O. Box 173106, Milwaukee, WI 53217, 1-800-949-0206, [info@SymantecSecuritiesLitigation.com](mailto:info@SymantecSecuritiesLitigation.com). Copies of the Settlement Notice and Claim Form can also be downloaded from the website for the Action, [www.SymantecSecuritiesLitigation.com](http://www.SymantecSecuritiesLitigation.com).

If you are a Class Member, in order to be eligible to receive a payment under the proposed Settlement, you must submit a Claim Form ***online or postmarked no later than*** \_\_\_\_\_, 2021. If you are a Class Member and do not submit a proper Claim Form, you will not be eligible to share in the distribution of the net proceeds of the Settlement but you will nevertheless be bound by any judgments or orders entered by the Court in the Action.

Any objections to the proposed Settlement, the proposed Plan of Allocation, and/or Class Counsel's application for attorneys' fees and payment of expenses, must be filed with the Court and delivered to Class Counsel and counsel for Defendants such that they are ***received no later than*** \_\_\_\_\_, 2021, in accordance with the instructions set forth in the Settlement Notice.

**Please do not contact the Court, the Clerk's office, Symantec, any other Defendants in the Action, or their counsel regarding this notice. All questions about this notice, the proposed Settlement, or your eligibility to participate in the Settlement should be directed the Claims Administrator or Class Counsel.**

Requests for the Settlement Notice and Claim Form should be made to:

*Symantec Securities Litigation*  
c/o A.B. Data, Ltd.

P.O. Box 173106  
Milwaukee, WI 53217  
1-800-949-0206  
[info@SymantecSecuritiesLitigation.com](mailto:info@SymantecSecuritiesLitigation.com)  
[www.SymantecSecuritiesLitigation.com](http://www.SymantecSecuritiesLitigation.com)

Inquiries, other than requests for the Settlement Notice and Claim Form, may be made to Class Counsel:

**Bernstein Litowitz Berger &  
Grossmann LLP**

Jeremy P. Robinson, Esq.  
1251 Avenue of the Americas  
New York, NY 10020  
1-800-380-8496  
[settlements@blbglaw.com](mailto:settlements@blbglaw.com)

By Order of the Court

#3029301

# **Exhibit B**

**Exhibit B**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

SEB INVESTMENT MANAGEMENT AB,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

SYMANTEC CORPORATION and  
GREGORY S. CLARK,

Defendants.

Case No. 3:18-cv-02902-WHA

ECF CASE

[PROPOSED] JUDGMENT APPROVING  
CLASS ACTION SETTLEMENT

Dept.: Courtroom 12, 19th Floor

Judge: Honorable William Alsup

WHEREAS, a securities class action is pending in this Court entitled *SEB Investment Management AB v. Symantec Corp., et al.*, Case No. C 18-02902-WHA (the “Action”);

WHEREAS, by Order dated May 8, 2020, the Court certified the Action to proceed as a class action on behalf of all persons or entities who purchased or otherwise acquired publicly-traded common stock of Symantec Corporation (“Symantec”) during the period from May 11, 2017, to August 2, 2018, inclusive (the “Class Period”), and who were damaged thereby,<sup>1</sup> appointed SEB Investment Management AB as Lead Plaintiff for the Class, and appointed BLB&G as Class Counsel for the Class;

---

<sup>1</sup> The Class includes all persons or entities who purchased Symantec common stock contemporaneously with sales of Symantec common stock made or caused by Defendant Clark during the Class Period. Excluded from the Class by definition are Defendants; members of the Immediate Family of Defendant Clark; any person who was an officer or director of Symantec; any firm or entity in which any Defendant has or had a controlling interest; any person who participated in the wrongdoing alleged; Defendants’ liability insurance carriers; any affiliates, parents, or subsidiaries of Symantec; all Symantec plans that are covered by ERISA; and the legal representatives, heirs, beneficiaries, successors-in interest, or assigns of any excluded person or entity, in their respective capacity as such. Also excluded from the Class are: (i) the persons and entities who excluded themselves by submitting a request for exclusion from the Class by August 25, 2020 in connection with the Original Class Notice (as set forth on Appendix 1 to the Stipulation); and (ii) the persons or entities who excluded themselves by submitting a request for exclusion from the Class by July 2, 2021 in connection with the Supplemental Class Notice (as set forth in the Declaration of Eric J. Miller dated July 19, 2021 (Dkt. No. \_\_\_)), and the legal representatives, heirs, beneficiaries, successors-in interest, or assigns of such excluded persons or entities, in their respective capacity as such.

1 WHEREAS, by Order dated May 29, 2020, the Court approved the proposed form and  
2 content of the Original Class Notice to be disseminated to the Class Members to notify them of,  
3 among other things: (i) the Action pending against Defendants; (ii) the Court’s certification of the  
4 Action to proceed as a class action on behalf of the Class; and (iii) their right to request to be  
5 excluded from the Class by August 25, 2020, the effect of remaining in the Class or requesting  
6 exclusion, and the requirements for requesting exclusion;

7 WHEREAS, the Original Class Notice was mailed beginning on June 19, 2020 to all  
8 potential Class Members who could be identified through reasonable effort, resulting in the  
9 mailing of over 126,000 copies of the Original Class Notice, and 49 requests for exclusion were  
10 received by August 25, 2020;

11 WHEREAS, in an Order dated April 20, 2021, the Court ordered that a supplemental notice  
12 be sent to potential Class Members (the “Supplemental Class Notice”) to notify them of, among  
13 other things, a second opportunity to request to be excluded from the Class, and on April 24, 2021,  
14 the Court approved the form and content of the Supplemental Class Notice, which provided Class  
15 Members with a second opportunity to request to be excluded from the Class by July 2, 2021;

16 WHEREAS, the Supplemental Class Notice was mailed beginning on May 7, 2021 to all  
17 potential Class Members who could be identified through reasonable effort, resulting in the  
18 mailing of over [\_\_\_\_\_] copies of the Supplemental Class Notice, and [\_\_\_\_] additional requests  
19 for exclusion were received by July 2, 2021;

20 WHEREAS, (a) SEB Investment Management AB (“Lead Plaintiff” or “SEB”), on behalf  
21 of itself and the Class; and (b) defendant Symantec Corporation, now known as NortonLifeLock  
22 Inc. (“Symantec”) and defendant Gregory S. Clark (“Clark,” and together with Symantec,  
23 “Defendants,” and together with Lead Plaintiff, the “Parties”) have entered into a Stipulation and  
24 Agreement of Settlement dated June 8, 2021 (the “Stipulation”) that provides for a complete  
25 dismissal with prejudice of the claims asserted against Defendants in the Action on the terms and  
26 conditions set forth in the Stipulation, subject to the approval of this Court (the “Settlement”);

1 WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall  
2 have the same meaning as they have in the Stipulation;

3 WHEREAS, by Order dated \_\_\_\_\_, 2021 (the “Preliminary Approval Order”), this  
4 Court: (a) preliminarily approved the Settlement; (b) ordered that notice of the proposed  
5 Settlement be provided to Class Members; and (c) scheduled a hearing regarding final approval of  
6 the Settlement;

7 WHEREAS, due and adequate notice has been given to the Class;

8 WHEREAS, the Court conducted a hearing on \_\_\_\_\_, 2021 (the “Settlement  
9 Fairness Hearing”) to consider, among other things, (a) whether the terms and conditions of the  
10 Settlement are fair, reasonable, and adequate to the Class, and should therefore be approved; and  
11 (b) whether a judgment should be entered dismissing the Action with prejudice as against the  
12 Defendants; and

13 WHEREAS, the Court having reviewed and considered the Stipulation, all papers filed and  
14 proceedings held herein in connection with the Settlement, all oral and written comments received  
15 regarding the Settlement, and the record in the Action, and good cause appearing therefor;

16 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

17 1. **Jurisdiction** – The Court has jurisdiction over the subject matter of the Action, and  
18 all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and  
19 each of the Class Members.

20 2. **Incorporation of Settlement Documents** – This Judgment incorporates and makes  
21 a part hereof: (a) the Stipulation filed with the Court on \_\_\_\_\_, 2021; and (b) the  
22 Settlement Notice and the Summary Settlement Notice, both of which were filed with the Court  
23 on \_\_\_\_\_, 2021.

24 3. **Notice** – The Court finds that the dissemination of the Settlement Notice and the  
25 publication of the Summary Settlement Notice: (a) were implemented in accordance with the  
26 Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances;

1 (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Class  
2 Members of (i) the effect of the proposed Settlement (including the Releases to be provided  
3 thereunder); (ii) Lead Counsel's motion for an award of attorneys' fees and reimbursement of  
4 Litigation Expenses; (iii) their right to object to any aspect of the Settlement, the Plan of  
5 Allocation, and/or Lead Counsel's motion for attorneys' fees and reimbursement of Litigation  
6 Expenses; and (iv) their right to appear at the Settlement Fairness Hearing; (d) constituted due,  
7 adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed  
8 Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure,  
9 the United States Constitution (including the Due Process Clause), the Private Securities Litigation  
10 Reform Act of 1995, 15 U.S.C. § 78u-4, as amended, and all other applicable law and rules.

11 4. **Final Settlement Approval and Dismissal of Claims** – Pursuant to, and in  
12 accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and  
13 finally approves the Settlement set forth in the Stipulation in all respects (including, without  
14 limitation: the amount of the Settlement; the Releases provided for therein; and the dismissal with  
15 prejudice of the claims asserted against Defendants in the Action), and finds that the Settlement is,  
16 in all respects, fair, reasonable, and adequate to the Class. The Parties are directed to implement,  
17 perform, and consummate the Settlement in accordance with the terms and provisions contained  
18 in the Stipulation.

19 5. The Action and all of the claims asserted against Defendants in the Action by Lead  
20 Plaintiff and the other Class Members are hereby dismissed with prejudice. The Parties shall bear  
21 their own costs and expenses, except as otherwise expressly provided in the Stipulation.

22 6. **Binding Effect** – The terms of the Stipulation and of this Judgment shall be forever  
23 binding on Defendants, Lead Plaintiff and all other Class Members (regardless of whether or not  
24 any individual Class Member submits a Claim Form or seeks or obtains a distribution from the  
25 Net Settlement Fund), as well as their respective successors and assigns.

1           7.       **Releases** – The Releases set forth in paragraphs 4 and 5 of the Stipulation, together  
2 with the definitions contained in paragraph 1 of the Stipulation relating thereto, are expressly  
3 incorporated herein in all respects. The Releases are effective as of the Effective Date.  
4 Accordingly, this Court orders that:

5                   (a)       Without further action by anyone, and subject to paragraph 8 below, upon  
6 the Effective Date of the Settlement, Lead Plaintiff and each of the other Class Members, on behalf  
7 of themselves, and their respective current and former heirs, executors, administrators,  
8 predecessors, successors, officers, directors, agents, parents, affiliates, subsidiaries, employees,  
9 attorneys, assignees, and assigns, in their capacities as such, shall be deemed to have, and by  
10 operation of law and of this Judgment shall have, fully, finally, and forever compromised, settled,  
11 released, resolved, relinquished, waived, and discharged any and all of the Released Plaintiff's  
12 Claim against Defendants and the other Defendants' Releasees, whether or not such Class Member  
13 executes and delivers a Claim or objects to the settlement, and shall forever be barred and enjoined  
14 from prosecuting, commencing, instituting, or continuing to prosecute any action or other  
15 proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting  
16 any or all of the Released Plaintiff's Claims against any of the Defendants' Releasees. This  
17 Release shall not apply to any of the Excluded Plaintiff's Claims (as that term is defined in  
18 paragraph 1(mm) of the Stipulation).

19                   (b)       Without further action by anyone, and subject to paragraph 8 below, upon  
20 the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective  
21 current and former heirs, executors, administrators, predecessors, successors, officers, directors,  
22 agents, parents, affiliates, subsidiaries, employees, attorneys, assignees, and assigns, in their  
23 capacities as such, shall be deemed to have, and by operation of law and of this Judgment shall  
24 have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived,  
25 and discharged any and all Released Defendants' Claims against Lead Plaintiff and the other  
26 Plaintiff's Releasees, and shall forever be barred and enjoined from prosecuting, commencing,  
27



1 instituting, or continuing to prosecute any action or other proceeding in any court of law or equity,  
2 arbitration tribunal, or administrative forum, asserting any or all of the Released Defendants'  
3 Claims against any of the Plaintiff's Releasees. This Release shall not apply to any of the Excluded  
4 Defendants' Claims (as that term is defined in paragraph 1(II) of the Stipulation).

5 8. Notwithstanding paragraphs 7(a) – (b) above, nothing in this Judgment shall bar  
6 any action by any of the Parties to enforce or effectuate the terms of the Stipulation or this  
7 Judgment.

8 9. **Bar Order:** Upon the Effective Date, any and all claims for contribution or  
9 indemnity (or any other claim, however denominated on whatsoever theory, for which the injury  
10 claimed is that person's alleged liability to Lead Plaintiff or any Class Member) based upon or  
11 arising out of any Released Plaintiffs' Claim (a) by any person or entity against any of the  
12 Defendants' Releasees or (b) by any of the Defendants' Releasees against any other person or  
13 entity, are permanently barred, extinguished, and discharged to the fullest extent permitted by law  
14 (the "Bar Order"), provided however, that nothing in the Bar Order shall release or alter the rights  
15 Defendants may have under their applicable insurance policies or any right of indemnification or  
16 contribution that Gregory S. Clark may have under contract or otherwise.

17 10. **Judgment Reduction:** Any subsequent final verdict or judgment that may be  
18 obtained by or on behalf of the Class or a Class Member against any person or entity subject to the  
19 Bar Order shall be reduced by the greater of: (a) an amount that corresponds to the percentage of  
20 responsibility of Defendants for common damages; or (b) the amount paid by or on behalf of  
21 Defendants to the Class or Class Member for common damages.

22 11. **Rule 11 Findings** – The Court finds and concludes that the Parties and their  
23 respective counsel have complied in all respects with the requirements of Rule 11 of the Federal  
24 Rules of Civil Procedure in connection with the institution, prosecution, defense, and settlement  
25 of the Action.

1           12.     **No Admissions** – Neither this Judgment, the Term Sheet, the Stipulation (whether  
2 or not consummated), including the exhibits thereto and the Plan of Allocation contained therein  
3 (or any other plan of allocation that may be approved by the Court), the negotiations leading to the  
4 execution of the Term Sheet and the Stipulation, nor any proceedings taken pursuant to or in  
5 connection with the Term Sheet, the Stipulation, and/or approval of the Settlement (including any  
6 arguments proffered in connection therewith):

7                   (a)     shall be offered against any of the Defendants’ Releasees as evidence of, or  
8 construed as, or deemed to be evidence of any presumption, concession, or admission by any of  
9 the Defendants’ Releasees with respect to the truth of any fact alleged by Lead Plaintiff or the  
10 validity of any claim that was or could have been asserted or the deficiency of any defense that has  
11 been or could have been asserted in this Action or in any other litigation, or of any liability,  
12 negligence, fault, or other wrongdoing of any kind of any of the Defendants’ Releasees or in any  
13 way referred to for any other reason as against any of the Defendants’ Releasees, in any arbitration  
14 proceeding or other civil, criminal, or administrative action or proceeding, other than such  
15 proceedings as may be necessary to effectuate the provisions of the Stipulation;

16                   (b)     shall be offered against any of the Plaintiff’s Releasees, as evidence of, or  
17 construed as, or deemed to be evidence of any presumption, concession, or admission by any of  
18 the Plaintiff’s Releasees that any of their claims are without merit, that any of the Defendants’  
19 Releasees had meritorious defenses, or that damages recoverable under the Complaint would not  
20 have exceeded the Settlement Amount or with respect to any liability, negligence, fault, or  
21 wrongdoing of any kind, or in any way referred to for any other reason as against any of the  
22 Plaintiff’s Releasees, in any arbitration proceeding or other civil, criminal, or administrative action  
23 or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the  
24 Stipulation; or

1 (c) shall be construed against any of the Releasees as an admission, concession,  
2 or presumption that the consideration to be given under the Settlement represents the amount that  
3 could be or would have been recovered after trial;  
4 *provided, however,* that the Parties and the Releasees and their respective counsel may refer to this  
5 Judgment and the Stipulation to effectuate the protections from liability granted hereunder and  
6 thereunder or otherwise to enforce the terms of the Settlement. Defendants' Releasees may file  
7 the Stipulation and/or this Judgment in any other action that may be brought against them in order  
8 to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release,  
9 good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue  
10 preclusion or similar defense or counterclaim.

11 13. **Retention of Jurisdiction** – Without affecting the finality of this Judgment in any  
12 way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of  
13 the administration, interpretation, implementation, and enforcement of the Settlement; (b) the  
14 disposition of the Settlement Fund; (c) any motion for an award of attorneys' fees and/or Litigation  
15 Expenses by Lead Counsel in the Action that will be paid from the Settlement Fund; (d) any motion  
16 to approve the Plan of Allocation; (e) any motion to approve the Class Distribution Order; and  
17 (f) the Class Members for all matters relating to the Action.

18 14. Separate orders shall be entered regarding approval of a plan of allocation and the  
19 motion of Lead Counsel for an award of attorneys' fees and reimbursement of Litigation Expenses.  
20 Such orders shall in no way affect or delay the finality of this Judgment and shall not affect or  
21 delay the Effective Date of the Settlement.

22 15. **Modification of the Agreement of Settlement** – Without further approval from  
23 the Court, Lead Plaintiff and Defendants are hereby authorized to agree to and adopt such  
24 amendments or modifications of the Stipulation or any exhibits attached thereto to effectuate the  
25 Settlement that: (a) are not materially inconsistent with this Judgment; and (b) do not materially  
26 limit the rights of Class Members in connection with the Settlement. Without further order of the  
27

1 Court, Lead Plaintiff and Defendants may agree to reasonable extensions of time to carry out any  
2 provisions of the Settlement.

3 16. **Termination of Settlement** – If the Settlement is terminated as provided in the  
4 Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Judgment shall be  
5 vacated, rendered null and void, and be of no further force and effect, except as otherwise provided  
6 by the Stipulation, and this Judgment shall be without prejudice to the rights of Lead Plaintiff, the  
7 other Class Members, and Defendants, and the Parties shall revert to their respective positions in  
8 the Action immediately prior to the execution of the Term Sheet on May 26, 2021, as provided in  
9 the Stipulation.

10 17. **Entry of Final Judgment** – There is no just reason to delay the entry of this  
11 Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly  
12 directed to immediately enter this final judgment in this Action.

13 SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

14  
15 \_\_\_\_\_  
16 The Honorable William Alsup  
17 Senior United States District Judge

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