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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

IN RE QUALCOMM
INCORPORATED SECURITIES
LITIGATION

Case No. 3:17-cv-00121-JO-MSB
2
~~PROPOSED~~ **JUDGMENT**
APPROVING CLASS ACTION
SETTLEMENT

1 WHEREAS, a securities class action is pending in this Court entitled *In re*
2 *Qualcomm Incorporated Securities Litigation*, Case No. 3:17-cv-00121-JO-MSB,
3 based on a consolidated class action complaint filed by Lead Plaintiffs on July 3,
4 2017 (the “Action”);

5 WHEREAS, by Order dated March 20, 2023 (ECF No. 279), the Court
6 certified the Action to proceed as a class action on behalf of all persons or entities
7 who purchased or otherwise acquired the common stock of Qualcomm between
8 February 1, 2012 and January 20, 2017, inclusive (the “Class Period”), and who were
9 damaged thereby,¹ appointed Lead Plaintiffs Sjunde AP-Fonden and Metzler Asset
10 Management GmbH as Class Representatives for the Class, and appointed Lead
11 Counsel Bernstein Litowitz Berger & Grossman LLP and Motley Rice LLC as Class
12 Counsel for the Class;

13 WHEREAS, by Order dated October 26, 2023 (ECF No. 309), the Court
14 approved the proposed form and content of the Class Notice to be disseminated to
15 the Class Members to notify them of, among other things: (i) the Action pending
16 against Defendants; (ii) the Court’s certification of the Action to proceed as a class
17 action on behalf of the Class; and (iii) Class Members’ right to request to be excluded
18 from the Class by January 29, 2024, the effect of remaining in the Class or requesting
19 exclusion, and the requirements for requesting exclusion;

20 WHEREAS, the Class Notice was mailed beginning on November 28, 2023
21 to all potential Class Members who could be identified through reasonable effort,
22

23 _____
24 ¹ Excluded from the Class are Defendants, the Officers and directors of Qualcomm
25 at all relevant times, their Immediate Family Members, legal representatives, heirs,
26 agents, affiliates, successors, or assigns, Defendants’ liability insurance carriers, and
27 any affiliates or subsidiaries thereof, and any entity in which Defendants or their
28 immediate families have or had a controlling interest. Also excluded from the Class
are all persons and entities who requested exclusion from the Class in connection
with the mailing of the Notice of Pendency of Class Action as set forth in Appendix
A to the Stipulation.

1 resulting in the mailing of over 2,100,000 copies of the Class Notice, and 233
2 requests for exclusion were received by February 20, 2024;

3 WHEREAS, (a) Lead Plaintiffs Sjunde AP-Fonden and Metzler Asset
4 Management GmbH (“Lead Plaintiffs”), on behalf of themselves and the Class; and
5 (b) defendant Qualcomm Inc. (“Qualcomm”) and defendants Derek K. Aberle,
6 Steven R. Altman, Donald J. Rosenberg, William F. Davidson, Jr., Paul E. Jacobs,
7 and Steven M. Mollenkopf (collectively, the “Individual Defendants,” and together
8 with Qualcomm, “Defendants,” and together with Lead Plaintiffs, the “Parties”)
9 have entered into a Stipulation and Agreement of Settlement dated June 17, 2024
10 (the “Stipulation”) that provides for a complete dismissal with prejudice of the
11 claims asserted against Defendants in the Action on the terms and conditions set
12 forth in the Stipulation, subject to the approval of this Court (the “Settlement”);

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

15 WHEREAS, by Order dated June 27, 2024 (the “Preliminary Approval
16 Order”), this Court: (a) preliminarily approved the Settlement; (b) ordered that
17 notice of the proposed Settlement be provided to Class Members; and (c) scheduled
18 a hearing regarding final approval of the Settlement;

19 WHEREAS, due and adequate notice of the Settlement has been given to the
20 Class;

21 WHEREAS, the Court conducted a hearing on September 27, 2024 (the
22 “Settlement Hearing”) to consider, among other things, (a) whether the terms and
23 conditions of the Settlement are fair, reasonable, and adequate to the Class, and
24 should therefore be approved; and (b) whether a judgment should be entered
25 dismissing the Action with prejudice as against the Defendants; and

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

3 NOW THEREFORE, IT IS HEREBY ORDERED:

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

7 2. **Incorporation of Settlement Documents** – This Judgment
8 incorporates and makes a part hereof: (a) the Stipulation filed with the Court on
9 June 18, 2024; and (b) the Postcard Notice, Settlement Notice, and Summary
10 Settlement Notice, all of which were filed with the Court on August 23, 2024.

11 3. **Notice** – The Court finds that the dissemination and posting of the
12 Postcard Notice and Settlement Notice and the publication of the Summary
13 Settlement Notice: (a) were implemented in accordance with the Preliminary
14 Approval Order; (b) constituted the best notice practicable under the circumstances;
15 (c) constituted notice that was reasonably calculated, under the circumstances, to
16 apprise Class Members of (i) the effect of the proposed Settlement (including the
17 Releases to be provided thereunder); (ii) Lead Counsel’s motion for an award of
18 attorneys’ fees and Litigation Expenses; (iii) Class Members’ right to object to any
19 aspect of the Settlement, the Plan of Allocation, and/or Lead Counsel’s motion for
20 attorneys’ fees and Litigation Expenses; and (iv) their right to appear at the
21 Settlement Hearing; (d) constituted due, adequate, and sufficient notice to all
22 persons and entities entitled to receive notice of the proposed Settlement; and
23 (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the
24 United States Constitution (including the Due Process Clause), the Private Securities
25 Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended, and all other
26 applicable law and rules.

1 4. **CAFA Notice** – The Court finds that the notice requirements set forth
2 in the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, to the extent applicable
3 to the Action, have been satisfied.

4 5. **Final Settlement Approval and Dismissal of Claims** – Pursuant to,
5 and in accordance with, Rule 23(e)(2) of the Federal Rules of Civil Procedure, this
6 Court hereby fully and finally approves the Settlement in all respects (including,
7 without limitation: the amount of the Settlement; the Releases provided for therein;
8 and the dismissal with prejudice of the claims asserted against Defendants in the
9 Action), and finds that the Settlement is, in all respects, fair, reasonable, and
10 adequate to the Class. Specifically, the Court finds that: (a) Lead Plaintiffs and Lead
11 Counsel have adequately represented the Class; (b) the Settlement was negotiated
12 by the Parties at arm’s length; (c) the relief provided for the Class under the
13 Settlement is fair, reasonable and adequate taking into account the costs, risks, and
14 delay of trial and appeal; the proposed means of distributing the Settlement Fund to
15 the Class; and the proposed attorneys’ fee award; and (d) the Settlement treats
16 members of the Class equitably relative to each other. The Parties are directed to
17 implement, perform, and consummate the Settlement in accordance with the terms
18 and provisions contained in the Stipulation.

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

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

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

5 (a) Without further action by anyone, and subject to paragraph 9
6 below, upon the Effective Date of the Settlement, Lead Plaintiffs and each of the
7 other Class Members, on behalf of themselves, and their respective heirs, executors,
8 administrators, predecessors, successors, and assigns, in their capacities as such,
9 shall be deemed to have, and by operation of law and of this Judgment shall have,
10 fully, finally, and forever compromised, settled, released, resolved, relinquished,
11 waived, and discharged each and every Released Plaintiffs’ Claim against
12 Defendants and the other Defendants’ Releasees, and shall forever be barred and
13 enjoined from prosecuting any or all of the Released Plaintiffs’ Claims against any
14 of the Defendants’ Releasees.

15 (b) Without further action by anyone, and subject to paragraph 9
16 below, upon the Effective Date of the Settlement, Defendants, on behalf of
17 themselves, and their respective heirs, executors, administrators, predecessors,
18 successors, and assigns, in their capacities as such, shall be deemed to have, and by
19 operation of law and of this Judgment shall have, fully, finally, and forever
20 compromised, settled, released, resolved, relinquished, waived, and each and every
21 Released Defendants’ Claim against Lead Plaintiffs and the other Plaintiffs’
22 Releasees, and shall forever be barred and enjoined from prosecuting any or all of
23 the Released Defendants’ Claims against any of the Plaintiffs’ Releasees.

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

27 10. **Rule 11 Findings** – The Court finds and concludes that the Parties and
28 their respective counsel have complied in all respects with the requirements of Rule

1 11 of the Federal Rules of Civil Procedure in connection with the institution,
2 prosecution, defense, and settlement of the Action.

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

9 (a) shall be offered against any of the Defendants’ Releasees as
10 evidence of, or construed as, or deemed to be evidence of any presumption,
11 concession, or admission by any of the Defendants’ Releasees with respect to the
12 truth of any fact or allegation that was or could have been asserted by Lead Plaintiffs,
13 that any claim that was or could have been asserted was meritorious, that any defense
14 that was or could have been asserted was without merit in this Action or in any other
15 litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of
16 any of the Defendants’ Releasees or in any way referred to for any other reason as
17 against any of the Defendants’ Releasees, in any arbitration proceeding or other civil,
18 criminal, or administrative action or proceeding, other than such proceedings as may
19 be necessary to effectuate the provisions of the Stipulation;

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

3 (c) shall be construed against any of the Releasees as an admission,
4 concession, or presumption that the consideration to be given under the Settlement
5 represents the amount that could be or would have been recovered after trial;

6 *provided, however*, that the Parties and the Releasees and their respective counsel
7 may refer to this Judgment and the Stipulation to effectuate the protections from
8 liability granted hereunder and thereunder or otherwise to enforce the terms of the
9 Settlement.

10 12. **Retention of Jurisdiction** – Without affecting the finality of this
11 Judgment in any way, this Court retains continuing and exclusive jurisdiction over:

12 (a) the Parties for purposes of the administration, interpretation, implementation, and
13 enforcement of the Settlement; (b) the disposition of the Settlement Fund; (c) any
14 motion for an award of attorneys’ fees and/or Litigation Expenses by Lead Counsel
15 in the Action that will be paid from the Settlement Fund; (d) any motion to approve
16 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 13. Separate orders shall be entered regarding approval of a plan of
19 allocation and the motion of Lead Counsel for attorneys’ fees and Litigation
20 Expenses. Such orders shall in no way affect or delay the finality of this Judgment
21 and shall not affect or delay the Effective Date of the Settlement.

22 14. **Termination of Settlement** – If the Settlement is terminated as
23 provided in the Stipulation or the Effective Date of the Settlement otherwise fails to
24 occur, this Judgment shall be vacated, rendered null and void, and be of no further
25 force and effect, except as otherwise provided by the Stipulation, and this Judgment
26 shall be without prejudice to the rights of Lead Plaintiffs, the other Class Members,
27 and Defendants, and the Parties shall revert to their respective positions in the Action
28 on May 31, 2024, as provided in the Stipulation.

