



GRANTED WITH MODIFICATIONS

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Case No. 5459-VCL



Exhibit C

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

UBANEY V. RUBINSTEIN, ET AL. : CIVIL ACTION NO. 5459-VCL

SCHEDULING ORDER

The parties to the above-captioned action (the “Action”), having applied pursuant to Court of Chancery Rule 23(e) for an order approving the proposed settlement of the Action in accordance with the Stipulation and Agreement of Compromise, Settlement, and Release entered into by the parties on July __, 2010 (the “Stipulation”), and for dismissal of the Action on the merits with prejudice upon the terms and conditions set forth in the Stipulation (the “Settlement”); the Stipulation contemplating certification by this Court of a class in the Action, solely for the purposes of settlement; and the Court having read and considered the Stipulation and accompanying documents; and all parties having consented to the entry of this Order,

NOW, THEREFORE, this ____ day of _____, 2010, upon application of the parties, **IT IS HEREBY ORDERED** that:

1. Except for terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Order.
2. Solely for purposes of the Settlement, the Action shall be preliminarily certified and maintained as a non-opt-out class action, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), on behalf of a class consisting of all record holders and beneficial owners of Palm common stock at any time during the period beginning on and including February 17, 2010 through and including the date of the consummation of the Merger, and excluding the defendants in the Action, members of the immediate family of any individual defendant in the Action, any entity in which a defendant in the Action has or had a controlling interest, officers of

the defendants in the Action, and the legal representatives, agents, executors, heirs, successors, or assigns of any such excluded person (the “Class”). The Court preliminarily certifies plaintiff Steve Ubaney as representative of the Class (the “Lead Plaintiff”). The law firms of Levi & Korsinsky, LLP and Cooch and Taylor, P.A. are preliminarily certified as the lead counsel to the Lead Plaintiff in the Action (the “Lead Counsel”).

3. A hearing (the “Settlement Hearing”) shall be held on _____, 2010 at _____ .m., after the consummation of the Merger, in the Court of Chancery, New Castle County Courthouse, 500 King Street, Wilmington, Delaware 19801 to:

- a. determine whether the preliminary certifications herein should be made final;
- b. determine whether the Settlement should be approved by the Court as fair, reasonable, adequate, and in the best interests of the Class;
- c. determine whether an Order and Final Judgment should be entered in the Action pursuant to the Stipulation;
- d. hear and determine any objections to the Settlement or the joint application of Lead Counsel for an award of attorneys’ fees and expenses;
- e. consider the joint application of Lead Counsel for an award of attorneys’ fees and expenses; and
- f. rule on such other matters as the Court may deem appropriate.

4. The Court reserves the right to adjourn the Settlement Hearing or any adjournment thereof, including the consideration of the application for attorneys’ fees, without further notice of any kind other than oral announcement at the Settlement Hearing or any adjournment thereof.

5. The Court reserves the right to approve the Settlement at or after the Settlement Hearing with such modification(s) as may be consented to by the parties to the Stipulation and without further notice to the Class.

6. Following consummation of the Mergers, and at least forty-five (45) days prior to the Settlement Hearing, Hewlett-Packard Company (“HP”) shall cause a Notice of Pendency of Class Action, Proposed Class Action Determination, Proposed Settlement of Class Action and Settlement Hearing, and Right to Appear (the “Notice”), substantially in the form annexed as Exhibit A to the Stipulation, to be mailed by United States mail, postage pre-paid, to all members of the Class at their last known address appearing in the stock transfer records maintained by or on behalf of Palm. All record holders in the Class who were not also the beneficial owners of the shares of Palm, Inc. (“Palm”) common stock held by them of record are requested to forward the Notice to such beneficial owners of those shares. HP shall use reasonable efforts to give notice to such beneficial owners by (a) making additional copies of the Notice available to any record holder who, prior to the Settlement Hearing, requests copies for distribution to beneficial owners, or (b) mailing additional copies of the Notice to beneficial owners as reasonably requested by record holders who provide names and addresses for such beneficial holders. HP shall be responsible for and shall pay all costs and expenses incurred in providing such Notice to the members of the Class, and in no event shall Plaintiff, Plaintiff’s Counsel, or any member of the Class be responsible for any notice costs or expenses.

7. The form and method of notice specified herein is the best notice practicable and shall constitute due and sufficient notice of the Settlement Hearing to all persons entitled to receive such notice, and fully satisfies the requirements of due process, Court of Chancery Rule 23, and applicable law. Counsel for HP shall, at least ten (10) days prior to the date of the Settlement Hearing directed herein, file with the Court of Chancery proof of mailing of the Notice.

8. All proceedings in the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, are hereby stayed and suspended until further order of this Court. Pending final determination of whether the Settlement should be approved, the Lead Plaintiff, Lead Counsel, and all members of the Class, and each of them, and any of their respective representatives, trustees, successors, heirs, and assigns, are barred and enjoined from asserting, commencing, prosecuting, assisting, instigating, continuing, or in any way participating in the commencement or prosecution of any action, whether directly, representatively, derivatively, or in any other capacity, asserting any claims that are, or relate in any way to, the Released Claims against any Released Persons.

9. Any member of the Class who objects to the Settlement, the Order and Final Judgment to be entered in the Action, respectively, and/or the joint application by Lead Plaintiff and Lead Counsel for attorneys' fees, or who otherwise wishes to be heard, may appear in person or by his or her attorney at the Settlement Hearing and present evidence or argument that may be proper and relevant; provided, however, that, except for good cause shown, no person other than Lead Counsel and counsel for the Defendants shall be heard and no papers, briefs, pleadings, or other documents submitted by any member of the Class shall be considered by the Court unless, not later than ten (10) calendar days prior to the Settlement Hearing directed herein (a) a written notice of intention to appear; (b) proof of membership in the Class; (c) a detailed statement of the objections by the member of the Class to any matters before the Court; and (d) the grounds therefor or the reasons why such member of the Class desires to appear and be heard, as well as all documents or writings such person desires the Court to consider, are filed by such person with the Court of Chancery and, on or before such filing, are served by hand or overnight mail on the following counsel of record:

Joseph Levi
LEVI & KORSINSKY, LLP
30 Broad Street – 15th Floor
New York, NY 10004
Counsel for Lead Plaintiff

Blake A. Bennett
COOCH AND TAYLOR, P.A.
The Brandywine Building
1000 West Street, 10th Floor
Wilmington, DE 19899
Counsel for Lead Plaintiff

Neal A. Potischman
DAVIS POLK & WARDWELL LLP
1600 El Camino Real
Menlo Park, CA 94025
Counsel for Defendants

Michael D. Goldman
POTTER ANDERSON & CORROON LLP
Hercules Plaza, 6th Floor
1313 N. Market Street
P.O. Box 951
Wilmington, DE 19899
Counsel for Defendants

10. Any member of the Class who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this or any other action or proceeding.

11. All papers including memoranda and briefs in support of the Settlement or any award of attorneys' fees, costs, and expenses shall be filed and served seven (7) calendar days prior to the Settlement Hearing.

12. The Stipulation and any negotiations, statements, or proceedings in connection therewith, shall not be construed or deemed evidence of, a presumption, concession, or

admission by any Released Person or any other person of any fault, liability, or wrongdoing as to any facts or claims alleged or asserted in the Action or otherwise, or that the Lead Plaintiff or Lead Counsel, the Class, or any present or former stockholders of Palm or any other person, has suffered any damage attributable in any manner to any Released Person. The existence of the Stipulation, its contents, and any negotiations, statements, or proceedings in connection therewith, shall not be offered or admitted into evidence or referred to, interpreted, construed, invoked, or otherwise used by any person for any purpose in the Action or otherwise, except as may be necessary to enforce or obtain Court approval of the Settlement. Notwithstanding the foregoing, any of the Released Persons may file the Stipulation, or any judgment or order of the Court related hereto, in the California Actions, or any other action that may be brought against them, in order to support any and all defenses or counterclaims based on res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion, or similar defense or counterclaim.

13. If the Settlement is approved by the Court following the Settlement Hearing, a Final Order and Judgment will be entered as described in the Stipulation.

14. If the Settlement, including any amendment made in accordance with the Stipulation, is not approved by the Court or shall not become effective for any reason whatsoever, the Settlement (including any modification thereof made with the consent of the parties as provided for in the Stipulation), and preliminary certifications herein and any actions taken or to be taken in connection therewith (including this Order and any judgment entered herein) shall be terminated and shall become void and of no further force and effect, except for HP's obligation to pay for any expenses incurred in connection with the Notice and administration provided for by this Scheduling Order. In that event, neither the Stipulation, nor

any provision contained in the Stipulation, nor any action undertaken pursuant thereto, nor the negotiation thereof by any party, shall be deemed an admission or received as evidence in this or any other action or proceeding.

15. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to members of the Class.

The Honorable J. Travis Laster
Vice Chancellor

Court: DE Court of Chancery Civil Action

Judge: J Travis Laster

**File & Serve
Transaction ID:** 32032784

Current Date: Jul 09, 2010

Case Number: 5459-VCL

Case Name: CONF ORD Ubaney, Steve vs Jonathan Rubinstein et al

Court Authorizer

Comments:

1. The reference to forty-five days in paragraph 6 shall be sixty days.
2. The text of paragraph 11 is replaced with the following: No later than fifteen (15) days before the date of the Settlement Hearing, Plaintiffs' counsel shall submit their brief in support of the stipulation and release. If any objections are received or filed, Plaintiffs' counsel may submit a brief reply to those objections no later than five (5) days before the Settlement Hearing.
3. The date and time of the Settlement Hearing shall be Wednesday, November 24, 2010 at 2:00 p.m.

/s/ Judge J Travis Laster