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FENWICK & WEST LLP
ATTORNEYS AT LAW

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

IN RE GOPRO STOCKHOLDER
DERIVATIVE LITIGATION

Lead Case No.: 4:18-cv-00920-CW
(Consolidated with Case No. 4:18-
cv-01284-CW)

[~~PROPOSED~~] NOTICE OF PENDENCY AND
PROPOSED SETTLEMENT OF SHAREHOLDER
DERIVATIVE LITIGATION

This Document Relates To:
All Actions.

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT
OF SHAREHOLDER DERIVATIVE LITIGATION**

**TO: ALL CURRENT RECORD OR BENEFICIAL OWNERS OF
GOPRO, INC. SECURITIES AS OF FEBRUARY 4, 2021:**

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. IT
CONTAINS IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS. THIS
NOTICE RELATES TO A PROPOSED SETTLEMENT OF SHAREHOLDER DERIVATIVE
LITIGATION AND CLAIMS ASSERTED ON BEHALF OF GOPRO, INC. (GOPRO OR
THE COMPANY).**

**IF THE COURT APPROVES THE SETTLEMENT AND DISMISSAL OF THE
SHAREHOLDER DERIVATIVE LITIGATION, SHAREHOLDERS OF GOPRO WILL BE
FOREVER BARRED FROM CONTESTING THE APPROVAL OF THE PROPOSED
SETTLEMENT AND FROM PURSUING THE RELEASED CLAIMS.**

**THESE ACTIONS ARE NOT CLASS ACTIONS. THUS, THERE IS NO COMMON
FUND UPON WHICH YOU CAN MAKE A CLAIM FOR A MONETARY PAYMENT.**

EXECUTIVE SUMMARY

A federal court authorized this Notice. This is not a
solicitation from a lawyer.

- This settlement notice relates to certain derivative litigation brought by GoPro shareholders on behalf of GoPro against certain of GoPro's current and former officers and directors alleging, among other things, violations of the federal securities laws, breaches of fiduciary duty, and insider trading.
- The Settling Parties¹ have reached a proposed settlement of the above-described derivative actions (the Settlement), subject to the approval of the Court, as provided in the Stipulation. Under the terms of the proposed Settlement, GoPro and its Board of Directors will adopt and implement certain corporate governance changes. The proposed Settlement also provides for the payment of fees and expenses for Settling Shareholders' Counsel. A more detailed description of the Settlement terms, as well as a description of the history of the derivative actions and an explanation of shareholders' legal rights with respect to the Settlement is provided in full below.
- The Court will consider the Settlement and all matters related to the Settlement at the Settlement Hearing for

¹ The capitalized terms used in this Notice and not otherwise defined herein shall have the same meaning as in the Stipulation and Agreement of Settlement (the Stipulation) dated February 4, 2021, which is available at the investor relations section of GoPro's website at <http://www.gopro.com>.

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1 the purpose of determining whether the proposed
 2 Settlement should be approved as fair, reasonable, and
 3 adequate, among other things. The Settlement Hearing
 4 will be held on July 28, 2021, at 2:30 p.m. before the
 5 Honorable Claudia Wilken at the United States District
 6 Court for the Northern District of California, Oakland
 7 Courthouse, 1301 Clay Street, Oakland, CA 94612. **The
 8 date and time of the Settlement Hearing may change
 9 without further written notice to GoPro shareholders.
 10 Additionally, the hearing could be held remotely. Any
 11 person interested in attending the hearing is encouraged
 12 to check the docket for the latest information as to the
 13 hearing's location, date, time, and instructions for
 14 remote access.**

- If you owned GoPro stock as of the close of trading on February 4, 2021, and you continue to hold such GoPro stock through the date of the Settlement Hearing on July 28, 2021, you may object to the proposed Settlement or Settling Shareholders' Counsel's application for attorneys' fees and expenses in writing, and you also may appear at the Settlement Hearing. A more detailed description of how to object is set forth below. Any objections to the proposed Settlement or Settling Shareholders' Counsel's fee and expense application must be mailed to or filed with the Court such that they are **filed or postmarked no later than June 16, 2021**, in accordance with the below instructions.

PURPOSE OF THIS NOTICE

16 This Notice of Pendency and Proposed Settlement of Shareholder
 17 Derivative Litigation (the Notice) is provided to Current GoPro
 18 Shareholders pursuant to an order of the United States District
 19 Court for the Northern District of California (the Court). This
 20 is not a solicitation from a lawyer. The Court has not determined
 21 the merits of Settling Shareholders' claims or Derivative
 22 Defendants' defenses. By this Notice, the Court does not express
 23 any opinion as to the merits of any claim or defense asserted by
 24 any party in the California Derivative Action, the Delaware
 25 Derivative Actions, or the Booth Demands (collectively, the
 26 Shareholder Derivative Litigation).

27 The purpose of this Notice is to advise you that, pursuant to
 28

1 the Court's Preliminary Approval Order, a hearing will be held on
2 July 28, 2021, at 2:30 p.m., before the Honorable Claudia Wilken
3 or such other judge as may be sitting in her place and stead, at
4 the Ronald V. Dellums Federal Building and United States
5 Courthouse, 1301 Clay Street, Oakland, CA 94612 (or at such a date,
6 time, or location as the Court may direct without further notice)
7 (the Settlement Hearing) to determine: (i) whether the terms of a
8 proposed settlement (the Settlement) of the Shareholder Derivative
9 Litigation described below is fair, reasonable, adequate, and in
10 the best interests of GoPro; (ii) whether this Notice fully
11 satisfies the requirements of Rule 23.1 of the Federal Rules of
12 Civil Procedure and due process; (iii) whether the Final Order and
13 Judgment should be entered dismissing the above-captioned matter
14 with prejudice, releasing the Released Persons from the Released
15 Claims; (iv) whether the amount of attorneys' fees and expenses to
16 be awarded to Settling Shareholders' Counsel is fair and
17 reasonable; and (v) any other matters that come before the Court.
18 You have an opportunity to be heard at this hearing.

19 The Court may adjourn the Settlement Hearing by oral or other
20 announcement at such hearing or make any other adjournment without
21 further notice of any kind. The Court also may hold the Settlement
22 Hearing remotely. Any person interested in attending the hearing
23 is encouraged to check the docket for the latest information as to
24 the hearing's location, date, time, and instructions for remote
25 access.

26 The Court may approve the Settlement with or without
27 modification, enter the Final Order and Judgment, and order the
28 payment of the Fee and Expense Award without further notice of any

1 kind.

2 The terms and conditions of the proposed Settlement are
 3 summarized in this Notice and set forth in full in the Stipulation.
 4 Additional details regarding the Settlement are available at the
 5 investor relations section of GoPro's website at
 6 <http://www.gopro.com>.

7 **I. BACKGROUND OF THE SHAREHOLDER DERIVATIVE LITIGATION**

8 This settlement relates to a series of derivative lawsuits
 9 and demands that followed GoPro's announcement on November 3, 2016,
 10 that it would reduce 2016 full-year revenue guidance in light of
 11 production ramp-up issues with its HERO5 camera and its recently
 12 released drone, Karma, and the subsequent recall of Karma on
 13 November 8, 2016. These derivative actions and demands are
 14 factually related to the federal securities class action entitled,
 15 Larkin v. GoPro, Inc., Case No. 16-cv-06654-CW (N.D. Cal.) (the
 16 Larkin Securities Action), which was settled in 2018 for \$6.75
 17 million.²

18 **A. The California Derivative Action**

19 After making a demand pursuant to 8 *Del. C.* § 220 (Section
 20 220) to inspect certain of GoPro's books and records and receiving
 21 documents related to the Company's 2016 guidance and the
 22 availability of GoPro's HERO5 camera and Karma drone pursuant to
 23 that demand (the 220 Documents), on February 13, 2018, Wenduo Guo

24 _____
 25 ² A second securities class action was filed in the United States
 26 District Court, Northern District of California on January 9,
 27 2018, entitled Park v. GoPro, Inc., Case No. 18-cv-00193-EMC (the
 28 Park Securities Action), which alleged misstatements between
 November 1, 2017 and January 5, 2018. The Court granted the
 defendants' motion to dismiss the Park Securities Action and
 judgment was entered for defendants on June 24, 2019.

1 filed a derivative complaint in the United States District Court
2 for the Northern District of California (the Court) entitled, Guo
3 v. Woodman, Case No. 18-cv-00920-CW (N.D. Cal.), against certain
4 of the Company's current and former officers and directors. The
5 complaint alleges that pre-suit demand on GoPro's Board is futile,
6 and asserts claims for violation of Section 10(b) and 14(a) of the
7 Securities Exchange Act of 1934 (the 1934 Act) and for breach of
8 fiduciary duty relating to the events and circumstances at issue
9 in the Larkin and Park Securities Actions. On February 27, 2018,
10 plaintiff Mario Romero filed a factually related derivative
11 complaint in this Court entitled, Romero v. Woodman, Case No. 18-
12 cv-01284-CW. The two actions were consolidated on April 6, 2018
13 under the name In re GoPro Stockholder Deriv. Litig., Lead Case
14 No. 18-cv-00920-CW (N.D. Cal.) (the California Derivative Action),
15 and were subsequently stayed pending further events in related
16 litigation. After the stay was lifted, on June 15, 2020, defendants
17 filed a motion to dismiss the California Derivative Action
18 complaint.

19 **B. The Consolidated Delaware Action**

20 After making a Section 220 demand on GoPro and receiving the
21 220 Documents, shareholder Charlie Steinberg filed an action
22 entitled Steinberg v. Woodman, C.A. No. 2018-0784-JRS in the
23 Delaware Court of Chancery (the Steinberg Action). The complaint
24 alleged that pre-suit demand on GoPro's Board was futile, and
25 asserted claims for breach of fiduciary duty and insider trading
26 relating to the events and circumstances at issue in the Larkin
27 and Park Securities Actions.

28 GoPro shareholders Steve Noury and Barbara and Richard

1 Silberfeld also made Section 220 demands on GoPro and received the
2 220 Documents. Later, Noury and the Silberfelds made additional
3 Section 220 demands on GoPro seeking further books and records
4 related to similar facts and circumstances as alleged in the Park
5 Securities Action. After receiving those additional documents, on
6 November 7, 2018, Noury and the Silberfelds filed a derivative
7 complaint in the Court of Chancery entitled, Noury v. Woodman, C.A.
8 No. 2018-0812-JRS (the Noury Action). The complaint alleged that
9 pre-suit demand on GoPro's Board was futile, and asserted claims
10 for breach of fiduciary duty and insider trading relating to the
11 events and circumstances at issue in the Larkin and Park Securities
12 Actions.

13 The Steinberg Action and the Noury Action were consolidated
14 on December 3, 2018, under the name In re GoPro, Inc. Stockholder
15 Deriv. Litig., Consol. C.A. No. 2018-0784-JRS (Del. Ch.) (the
16 Consolidated Delaware Action). Defendants moved to dismiss the
17 operative complaint in the Consolidated Delaware Action. On April
18 28, 2020, the Court of Chancery granted defendants' motion to
19 dismiss with prejudice pursuant to Del. Ch. Ct. R. 23.1 (the April
20 28 Order). On May 8, 2020, plaintiffs in the Consolidated Delaware
21 Action filed a notice of appeal of the April 28 Order of dismissal
22 to the Delaware Supreme Court. Briefing on that appeal has not
23 yet commenced.

24 C. The Non-Consolidated Delaware Actions

25 1. The Mays Action

26 After making a Section 220 demand and receiving the 220
27 Documents, shareholder David Mays & Janice Alley Living Trust UA
28 05/19/2014 (the Mays Trust) issued a shareholder litigation demand

1 on GoPro's Board pursuant to Del. Ch. Ct. R. 23.1 relating to the
2 events and circumstances at issue in the Larkin and Park Securities
3 Actions. GoPro subsequently informed the Mays Trust that the Board
4 would defer its response to the demand pending further developments
5 in related securities and derivative litigation. On December 26,
6 2018, the Mays Trust filed an action in the Delaware Court of
7 Chancery entitled David Mays & Janice Alley Living Trust UA
8 05/19/2014 v. Woodman, C.A. No. 2018-0935-JRS (the *Mays* Action),
9 alleging that the Board had wrongfully refused the demand, and
10 asserting claims for breach of fiduciary duty and insider trading.
11 The parties agreed that no response to the complaint in the Mays
12 Action would be due until plaintiff issued written notice that
13 defendants should respond. No such written notice has yet issued.

14 **2. The De Nicola Action**

15 On July 30, 2018, plaintiffs Giuseppe De Nicola, Junhee Lee,
16 and Alessandro Lobascio,³ along with three other putative GoPro
17 shareholders, issued a shareholder litigation demand on GoPro's
18 Board pursuant to Del. Ch. Ct. R. 23.1 relating to the events and
19 circumstances at issue in the Larkin and Park Securities Actions.
20 On September 4, 2018, and while the Company was still evaluating
21 the demand, plaintiffs De Nicola, Lee, and Lobascio filed an action
22 in California Superior Court, County of San Mateo. Because the
23 Derivative Defendants argued that this action was filed in the
24 wrong forum, plaintiffs voluntarily dismissed the California
25 complaint and refiled an action in the Delaware Court of Chancery
26 on February 15, 2019, entitled, De Nicola, et al. v. Woodman, C.A.

27 ³ Plaintiffs Junhee Lee and Alessandro Lobascio subsequently sold
28 their shares of GoPro and are not parties to the Stipulation and
Agreement of Settlement.

1 No. 2019-0119-JRS (the De Nicola Action). Defendants filed a
 2 motion to dismiss the complaint on June 7, 2019, and on August 27,
 3 2019, plaintiffs filed an amended complaint rather than oppose the
 4 motion to dismiss. The amended complaint in the De Nicola Action
 5 asserts claims for breach of fiduciary duty, unjust enrichment,
 6 corporate waste, insider trading, and violation of Section 14(a)
 7 of the 1934 Act. Prior to briefing on defendants' motion to dismiss
 8 the amended complaint, the parties agreed to stay the action
 9 pending final resolution of the motion to dismiss in the
 10 Consolidated Delaware Action.⁴

11 **D. Shareholder Jason Booth's Litigation Demands**

12 On November 29, 2016, shareholder Jason Booth issued a
 13 shareholder litigation demand on GoPro's Board pursuant to Del.
 14 Ch. Ct. R. 23.1 (the November 29, 2016 Demand). Among other things,
 15 the November 29, 2016 Demand contended that certain officers and
 16 directors of the Company breached their fiduciary duties in
 17 connection with the events and circumstances at issue in the Larkin
 18 Securities Action. On February 5, 2018, Booth issued a
 19 supplemental shareholder litigation demand on GoPro's Board
 20 pursuant to Del. Ch. Ct. R. 23.1 (collectively, with the November
 21 29, 2016 Demand, the Booth Demands), contending that certain
 22 officers and directors of the Company had breached their fiduciary

23 _____
 24 ⁴ Two other shareholders, Keith Austin and Ericka Bragg, made a
 25 demand on the Board pursuant to Del. Ch. Ct. R. 23.1 related to
 26 the facts and circumstances alleged in the Larkin Action. While
 27 that demand was under consideration by the Board, Austin and
 28 Bragg filed an action in the Delaware Court of Chancery entitled,
Austin, et al. v. Woodman, C.A. No. 2020-0051-JRS (Del. Ch.) (the
Austin Action), asserting that their demand was constructively
 refused. Defendants' deadline to respond to the complaint in the
Austin Action has been extended pending resolution of the appeal
 in the Consolidated Delaware Action.

1 duties in connection with the events and circumstances at issue in
2 the Park Securities Action. GoPro subsequently informed Booth that
3 the Board would defer its response to the Booth Demands pending
4 further developments in related securities and derivative
5 litigation. The Board's final consideration of the Booth Demands
6 remains pending.

7 **II. SETTLEMENT NEGOTIATIONS**

8 Counsel for the Derivative Defendants, California Derivative
9 Action, the Consolidated Delaware Action and the Booth Demands
10 engaged in extensive efforts to resolve those actions. On August
11 21, 2018, counsel for the California Derivative Action, the
12 Consolidated Delaware Action and the Booth Demands sent GoPro a
13 confidential settlement demand. On September 11, 2018, counsel
14 for the California Derivative Action, the Consolidated Delaware
15 Action, the De Nicola Action and the Booth Demands attended the
16 day-long mediation in the Larkin Securities Action in San Francisco
17 with mediator, Robert A. Meyer. Although no agreement was reached
18 during the Larkin Mediation, over the next six months, counsel for
19 the Derivative Defendants, the California Derivative Action, the
20 Consolidated Delaware Action and the Booth Demands continued a
21 dialogue regarding a potential settlement, including exchanging
22 multiple drafts of proposed corporate governance remedials.

23 Negotiations reached an impasse in February 2019, and counsel
24 for the California Derivative Action, the Consolidated Delaware
25 Action and the Booth Demands proceeded to litigate the Consolidated
26 Delaware Action, and thereafter the California Derivative Action.
27 In June 2020 settlement negotiations resumed between counsel for
28 the Derivative Defendants, the California Derivative Action, the

1 Consolidated Delaware Action and the Booth Demands. Over the
2 course of the next several months, those parties engaged in
3 extensive discussions regarding the details of certain settlement
4 terms and ultimately came to agreement on all substantive terms
5 for the resolution of Settling Shareholders' derivative claims,
6 including the corporate governance reforms set forth herein. After
7 negotiation of the material terms of the Settlement, the Settling
8 Parties separately negotiated at arm's-length the amount of
9 attorneys' fees and expenses to be awarded by the Court to the
10 Settling Shareholders' Counsel.

11 **III. SUMMARY OF THE SETTLEMENT TERMS**

12 The terms and conditions of the proposed Settlement are set
13 forth fully in Section VI of the Stipulation. The following is
14 only a summary of its terms.

15 Pursuant to the Settlement of the Shareholder Derivative
16 Litigation, GoPro has or shall within thirty (30) days after the
17 Court's entry of the Final Order and Judgment implement certain
18 corporate governance reforms. Specifically, GoPro has made or will
19 make the following changes to the Company's policies and
20 procedures, which will serve to improve the Company's compliance
21 with applicable laws and regulations, and enhance Board oversight
22 of the Company's compliance function:

23 1) The Company will amend its Insider Trading Policy in the
24 following respects: (i) expanding the definition of "Covered
25 Person" to include all employees, regardless of title; (ii)
26 clarifying the definitions of closed trading windows and special
27 blackout periods; (iii) expanding the definition of "Pre-Clearance
28 Group Members" to include Senior Directors and above in the Finance

1 Department; (iv) requiring that pre-clearance requests be submitted
2 48 hours in advance for Section 16 Parties and 24 hours in advance
3 for non-Section 16 Pre-Clearance Group Members; and (v) inclusion
4 of a new section reminding directors and officers of their legal
5 obligations relating to trading.

6 2) The General Counsel (or his or her designee) shall
7 provide an update twice a year to the Audit Committee on compliance
8 with the Insider Trading Policy as revised above.

9 3) The Company will formally adopt a Disclosure Committee
10 Charter stating that the Disclosure Committee will consist of, but
11 not be limited to: General Counsel or Associate General Counsel,
12 VP of Finance - Accounting and Financial Reporting, with
13 participation from and including finance teams representing FP&A,
14 Tax and Treasury, and Financial Reporting, and VP of Internal
15 Controls, and representative(s) for the following functional
16 groups: Engineering, Sales, and Marketing. The Disclosure
17 Committee Charter will state that GoPro's policy is that all
18 disclosures made by GoPro to its security holders or to the
19 investment community should be accurate and complete and fairly
20 present the Company's financial condition and results of operations
21 in all material respects as required and in compliance with
22 applicable laws and regulations and should be made on a timely
23 basis as required by applicable laws and rules and NASDAQ Global
24 Market rules and requirements. The Disclosure Committee Charter
25 will state that the Disclosure Committee will assist the Chief
26 Executive Officer (CEO) and the Chief Financial Officer (CFO) in
27 fulfilling their responsibility for oversight on the accuracy and
28 timeliness of the disclosures made by the Company by being

1 responsible for the following tasks, in each case subject to the
2 supervision and oversight of the CEO and CFO: Implement the
3 Company's disclosures controls and procedures; Monitor and
4 periodically evaluate the effectiveness of the Company's disclosure
5 controls and procedures; Oversight of preparation of the Company's
6 periodic reports, registration statements and other information
7 filed with or supplied to the SEC (i.e., Form 10-K and Form 10-Q).
8 The Disclosure Committee Charter will state that the Committee
9 shall have full access as reasonably necessary to all of the
10 Company's books, records, facilities and personnel.

11 4) The Board will have no less than four regularly scheduled
12 meetings each year at which it reviews and discusses at any given
13 meeting, such topics as leadership continuity, management
14 development, management reports on the performance of the Company,
15 its plans and prospects, as well as more immediate issues facing
16 the Company and on a periodic basis will be presented with
17 information regarding: (i) new core product launches and the
18 product line-ups; (ii) consumer demand or sales forecasts for the
19 Company's core products; and (iii) material performance or
20 production defects concerning the Company's core products,
21 including remediation efforts to resolve any performance or
22 production defects.

23 5) The Company will encourage directors to participate in
24 continuing education programs focused on the Company's business
25 and industry, committee roles and responsibilities and legal and
26 ethical responsibilities of directors.

27 6) The Company shall formally designate the General Counsel
28 as Chief Compliance Officer with responsibility for overseeing

1 compliance at GoPro, including the oversight of the Company's
2 compliance framework and corporate governance.

3 7) To the extent not already included in the
4 responsibilities of the Lead Independent Director, the
5 responsibilities shall be expanded to include the duty to chair
6 all meetings of the Board when the Chairman is not present and to
7 lead executive sessions of the board's independent or non-
8 management directors.

9 8) Absent extraordinary circumstances, the Chairman of the
10 Board (if the Chairman is not CEO) or the Lead Independent Director
11 (if the Chairman is also the CEO) shall participate in each annual
12 stockholder meeting. Should the Chairman or Lead Independent
13 Director, per the above, be unable to participate, another
14 independent director shall participate in the annual stockholder
15 meeting in his or her place.

16 9) No individual member of the Board shall chair more than
17 one standing committee of the Board.

18 These reforms shall remain in effect for no less than three
19 (3) years from the Effective Date of the Settlement, provided,
20 however, that any reform can be altered or removed by the
21 affirmative vote of a majority of the independent directors of the
22 Board, upon determining, in good faith, that such measure conflicts
23 or is substantially redundant with any law, regulation, or rule
24 (including rules of the NASDAQ or other exchange or quotation
25 system).

26 These changes and enhancements were made, in material part,
27 to augment the Board's oversight and address certain matters
28 alleged or asserted in the Shareholder Derivative Litigation.

1 **IV. RELEASE AND DISMISSAL**

2 The Settlement calls for the Releasing Parties, including
3 Settling Shareholders (on behalf of themselves, all Current GoPro
4 Shareholders and, derivatively, on behalf of GoPro), their Related
5 Persons, and anyone making claims through or on behalf of any of
6 them, to release any and all of the Released Claims against each
7 and all of the Released Persons, as defined in the Stipulation.
8 The term "Released Claims" shall collectively mean any and all
9 claims and causes of action of every nature and description
10 whatsoever, whether known or unknown, whether arising under
11 federal, state, common or foreign law (including "Unknown Claims,"
12 as defined in the Stipulation) that have been alleged or asserted
13 or could have been alleged or asserted in any pleading or forum by
14 any of the Settling Shareholders (or any other GoPro shareholder
15 derivatively on behalf of GoPro), GoPro, or any of the Settling
16 Shareholders' Counsel against any Released Person based upon,
17 arising from, or relating in any way whatsoever to (i) any of the
18 claims, facts, events, transactions, occurrences, acts,
19 disclosures, statements, alleged omissions or failures to act, or
20 any other circumstance alleged, set forth, or referred to by
21 Settling Shareholders in the Shareholder Derivative Litigation, or
22 that could have been alleged in the Shareholder Derivative
23 Litigation, or (ii) the settlement of the Shareholder Derivative
24 Litigation, including the payments provided for in the Stipulation,
25 and the reasonable attorneys' fees, cost, and expenses incurred in
26 defense thereof.

27 Excluded from the term Released Claims are all claims, rights,
28 or causes of action or liabilities whatsoever related to the

1 enforcement of the Settlement, including, without limitation, any
2 of the terms of the Stipulation or orders or judgments issued by
3 the courts in connection with this Settlement.

4 Should the Court approve the Settlement and enter the Final
5 Order and Judgment, all of Settling Shareholders' Released Claims
6 against the Derivative Defendants shall be dismissed with prejudice
7 and the Released Persons shall be released from the Released
8 Claims.

9 **V. SETTling SHAREHOLDERS' POSITION CONCERNING SETTLEMENT**

10 Settling Shareholders believe that the claims asserted in the
11 Shareholder Derivative Litigation have substantial merit yet
12 support settling the Shareholder Derivative Litigation because they
13 believe that a settlement on the terms provided for in the
14 Stipulation is fair, reasonable, and adequate and provides
15 substantial benefits to the Company and Current GoPro Shareholders
16 based upon the terms and procedures outlined therein (and
17 summarized herein).

18 Settling Shareholders have also taken into account the
19 uncertain outcome and the risk of any litigation, especially in
20 complex cases such as the Shareholder Derivative Litigation, as
21 well as the difficulties and delays inherent in such litigation.
22 Settling Shareholders are also mindful of the inherent problems of
23 proof and the possible defenses to the claims alleged in the
24 Shareholder Derivative Litigation.

25 **VI. DERIVATIVE DEFENDANTS' POSITION CONCERNING SETTLEMENT**

26 Derivative Defendants have denied, and continue to deny, any
27 fault, liability, or wrongdoing of any kind. The Derivative
28 Defendants continue to deny vigorously each and all of the claims

1 and contentions alleged in the Shareholder Derivative Litigation
2 and assert that all claims and contentions alleged in the
3 Shareholder Derivative Litigation are completely without merit.
4 The Individual Defendants assert that at all relevant times, they
5 acted in good faith and in a manner they reasonably believed to be
6 in the best interests of the Company and Current GoPro
7 Shareholders.

8 Derivative Defendants entered into the Stipulation solely
9 because the Settlement would eliminate the burden, expense, and
10 uncertainties inherent in further litigation. Derivative
11 Defendants believe that the settlement of the Shareholder
12 Derivative Litigation on the terms provided for in the Stipulation
13 is fair, reasonable, and adequate based upon the terms and
14 procedures outlined therein.

15 GoPro acknowledges that the initiation and prosecution of the
16 Shareholder Derivative Litigation and discussions with Settling
17 Shareholders' Counsel were a material cause of the adoption and
18 implementation of the governance reforms described in the
19 Stipulation, and that such reforms confer a substantial benefit on
20 the Company.

21 As set forth in additional detail in the Stipulation, neither
22 the Stipulation, nor any of its terms or provisions, nor entry of
23 the Final Order and Judgment, nor any document or exhibit referred
24 in or attached to the Stipulation, nor any action taken to carry
25 out the Stipulation, is, may be construed as, or may be used as
26 evidence of the validity of any of the Released Claims, or an
27 admission by or against Derivative Defendants of any fault,
28 wrongdoing, or concession of liability.

1 **VII. SETTling SHAREHOLDERS' COUNSEL'S ATTORNEYS' FEES AND EXPENSE**
 2 **AWARD**

3 Settling Shareholders' Counsel have asked the Court to approve
 4 an agreed-to award of attorneys' fees and expenses in the amount
 5 of \$400,000 (the Fee and Expense Award), as appropriate
 6 consideration for the substantial benefits conferred upon GoPro as
 7 a result of the prosecution and settlement of the Shareholder
 8 Derivative Litigation.

9 Settling Shareholders' Counsel may apply for a proposed
 10 incentive award for each Settling Shareholder, not to exceed \$1,000
 11 each, in recognition of the substantial benefits they have helped
 12 to create for GoPro (the Incentive Awards). Any Incentive Awards
 13 approved by the Court shall be funded from the portion of the Fee
 14 and Expense Award distributed to such Settling Shareholder's
 15 Counsel.

16 **VIII. THE RIGHT TO BE HEARD AT THE SETTLEMENT HEARING**

17 Any Current GoPro Shareholder may appear at the Settlement
 18 Hearing and show cause, if he, she, or it has any reason why the
 19 Settlement of the Shareholder Derivative Litigation embodied in
 20 the Stipulation should not be approved as fair, reasonable, and
 21 adequate, or why the Final Order and Judgment should or should not
 22 be entered, or why the Fee and Expense Award should not be awarded
 23 (an Objection). Current GoPro Shareholders cannot ask the Court
 24 to order a different settlement; the Court can only approve or
 25 reject the Settlement.

26 To object, you must be a Current GoPro Shareholder and must
 27 file a timely written objection that: (a) identifies your name,
 28

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1 legal address, telephone number, the case name and number (In re
 2 GoPro Stockholder Deriv. Litig., Lead Case No. 18-cv-00920-CW) and
 3 states all reasons for the Objection; (b) gives proof of current
 4 ownership of GoPro common stock, such as a copy of your brokerage
 5 account statement, an authorized statement from your broker
 6 containing the holding information found in an account statement,
 7 a stock certificate, or a sworn statement under penalty of perjury
 8 that you are a Current GoPro Shareholder; and (c) clearly
 9 identifies any and all evidence that would be presented at the
 10 Settlement Hearing in connection with such Objection, along with
 11 the names of any witness(es) you intend to call to testify at the
 12 Settlement Hearing and the subject(s) of their testimony. Any
 13 objections must be **filed or postmarked on or before June 16, 2021**,
 14 in the manner described below in order to be considered timely.

15 Any written Objection shall be filed with the Clerk of the
 16 Court at the below address:

CLERK OF COURT

17
 18 United States District Court for the Northern District of
 19 California, Oakland Division
 20 Ronald V. Dellums Federal Building and United States Courthouse
 21 1301 Clay Street
 22 Oakland, CA 94612

23 Any written Objection must also be served to each of the
 24 following Settling Parties' Counsel:

25	Counsel for Shareholders:	Counsel for Defendants:
26	ROBBINS LLP	FENWICK & WEST LLP
27	SHANE P. SANDERS	CATHERINE D. KEVANE
28	5040 Shoreham Place	MARIE C. BAFUS
	San Diego, CA 92122	VINCENT BARREDO
	Telephone: (619) 525-3990	

<p>1 Facsimile: (619) 525-3991</p> <p>2 ssanders@robbinsllp.com</p>	<p>555 California Street, 12th</p> <p>Floor</p> <p>San Francisco, CA 94104</p> <p>Telephone: (415) 875-2300</p> <p>Facsimile: (415) 281-1350</p> <p>ckevane@fenwick.com</p> <p>mbafus@fenwick.com</p> <p>vbarredo@fenwick.com</p>
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5 An objection will be considered timely only if it is filed or
6 postmarked on or before June 16, 2021.

7 Any Current GoPro Shareholder wishing to be heard at the
8 Settlement Hearing is required to include a notice of intention to
9 appear at the Settlement Hearing together with his, her, or its
10 written Objection. A Current GoPro Shareholder who fails to file
11 a written Objection may be excused by the Court for good cause and
12 appear at the Settlement Hearing. Unless the Court otherwise
13 directs, any Current GoPro Shareholder who does not make his, her,
14 or its Objection in the manner provided in the preceding paragraphs
15 of this Notice shall be deemed to have waived such objection, shall
16 be bound by the Final Order and Judgment, and shall forever be
17 foreclosed from (a) making any objections to the fairness,
18 adequacy, or reasonableness of the Settlement, or (b) making any
19 objections to the fairness and reasonableness of the Fee and
20 Expense Award.

21 **IX. CONDITIONS FOR SETTLEMENT**

22 The Settlement is conditioned on the occurrence of certain
23 events described in the Stipulation, including entry of the Final
24 Order and Judgment by the Court. If, for any reason, any one of
25 the conditions described in the Stipulation is not met and the
26 entry of the Final Order and Judgment does not occur, the
27 Stipulation might be terminated and, if terminated, will become
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1 null and void and the parties to the Stipulation will be restored
2 to their respective positions as of February 4, 2021.

3 **X. EXAMINATION OF PAPERS AND INQUIRIES**

4 This Notice summarizes the proposed settlement. For the
5 precise terms and conditions of the Settlement, please see the
6 settlement agreement available at the investor relations section
7 of GoPro's website at <http://www.gopro.com>, by contacting Settling
8 Shareholders' Counsel referenced below, or by accessing the Court
9 docket in this case, for a fee, through the Court's Public Access
10 to Court Electronic Records (PACER) system at
11 <https://ecf.cand.uscourts.gov>.

12 Any other inquiries regarding the Settlement or the
13 Shareholder Derivative Litigation should be addressed in writing
14 to the following:

FENWICK & WEST LLP
ATTORNEYS AT LAW

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PLEASE DO NOT TELEPHONE THE COURT, COURT CLERK'S OFFICE, OR ANY REPRESENTATIVE OF GOPRO REGARDING THIS NOTICE