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 8 Kenneth Goldman, Peter Gotcher, Alexander Lurie,  
 Michael Marks, Lauren Zalaznick, Susan Lyne,  
 9 Rick Welts, Charles "CJ" Prober, and Nominal  
 Defendant GoPro, Inc.

10 [ADDITIONAL COUNSEL ON SIGNATURE PAGE]  
 11

12 UNITED STATES DISTRICT COURT  
 13 NORTHERN DISTRICT OF CALIFORNIA  
 14 OAKLAND DIVISION  
 15

16  
 17 IN RE GOPRO STOCKHOLDER  
 DERIVATIVE LITIGATION

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

**STIPULATION AND AGREEMENT OF  
 SETTLEMENT**

18  
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 20 This Document Relates To:  
 21 All Actions.  
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1 This Stipulation and Agreement of Settlement (the “Stipulation”), dated February 4, 2021, is  
2 made and entered into by and among the following Settling Parties (as defined herein), each by and  
3 through their respective counsel: (i) plaintiffs Wenduo Guo and Mario Romero in the above-  
4 captioned consolidated shareholder derivative action (the “California Derivative Action”),  
5 derivatively on behalf of GoPro, Inc. (“GoPro” or the “Company”); (ii) plaintiffs Chaile Steinberg,  
6 Steve Noury, Barbara Silberfeld, and Richard Silberfeld in the consolidated shareholder derivative  
7 action brought on behalf of GoPro, entitled *In re GoPro, Inc. Stockholder Deriv. Litig.*, Consol. C.A.  
8 No. 2018-0784-JRS (Del. Ch.) (the “Consolidated Delaware Action”); (iii) plaintiffs David Mays and  
9 Janice Alley Living Trust UA 05/09/2014 and Giuseppe De Nicola in the *David Mays and Janice*  
10 *Alley Living Trust UA 05/09/2014 v. Woodman, et al.*, C.A. No. 2018-0935-JRS (Del. Ch.) (the “Mays  
11 Action”) and *De Nicola, et al. v. Woodman, et al.*, C.A. No. 2019-0119-JRS (Del. Ch.) (the “De  
12 Nicola Action”) (the “Non-Consolidated Delaware Actions”, together with the Consolidated  
13 Delaware Action, the “Delaware Derivative Actions”) (plaintiffs in the California Derivative Action  
14 and the Delaware Derivative Actions are collectively referred to as “Derivative Plaintiffs”); (iv)  
15 GoPro stockholder Jason Booth, who has pending litigation demands on GoPro (Booth and  
16 Derivative Plaintiffs are collectively referred to as “Settling Shareholders”); (iv) nominal defendant  
17 GoPro; and (v) defendants Nicholas Woodman, Brian McGee, Anthony Bates, Edward Gilhuly,  
18 Kenneth Goldman, Peter Gotcher, Alexander Lurie, Michael Marks, Lauren Zalaznick, Susan Lyne,  
19 Rick Welts, and Charles “CJ” Prober, all of whom are current and former officers and directors of  
20 GoPro (the “Individual Defendants” and GoPro are collectively referred to as the “Derivative  
21 Defendants,” and collectively with the Settling Shareholders are referred to as the “Settling Parties”).  
22 This Stipulation, subject to the approval of the United States District Court for the Northern District  
23 of California, Oakland Division (the “Court”), is intended by the Settling Parties to fully, finally, and  
24 forever compromise, resolve, discharge, and settle the Released Claims (as defined herein), upon the  
25 terms and subject to the conditions set forth herein, and without any admission or concession as to  
26 the merits of any of the Settling Parties’ claims or defenses.

## 27 I. THE LITIGATION

28 GoPro is a Delaware corporation headquartered in San Mateo, California. GoPro creates

1 innovative mountable and wearable cameras and accessories that enable consumers to capture photo  
2 and video content, as well as software to help manage, edit, and share that content. Among its  
3 products during the relevant time period were the HERO line of cameras and a drone named Karma.

4 This settlement relates to Settling Shareholders' allegations that certain current and former  
5 officers and directors of GoPro breached their fiduciary duties, engaged in insider trading, and/or  
6 violated Sections 10(b) and 14(a) of the Securities Exchange Act of 1934 Act (the "1934 Act")  
7 relating to alleged false and misleading statements concerning GoPro's ability to meet its 2016  
8 guidance due to inventory issues with its HERO5 camera and its recently released drone, Karma, and  
9 the subsequent recall of Karma on November 8, 2016.

#### 10 **A. Related Securities Actions**

11 On November 16, 2016, a GoPro shareholder filed a class action complaint alleging that  
12 GoPro, Nicholas Woodman (GoPro's CEO), Brian McGee (GoPro's CFO), and Anthony Bates  
13 (GoPro's former President) made false and misleading statements between September 19, 2016 and  
14 November 8, 2016 about the availability of GoPro's HERO5 camera and Karma drone and 2016  
15 revenue guidance, and asserted claims under Sections 10(b) and 20(a) of the 1934 Act. *See Larkin v.*  
16 *GoPro, Inc., et al.*, Case No. 16-cv-06654-CW (N.D. Cal.) (the "*Larkin Securities Action*").  
17 Following the Court's denial of the defendants' motion to dismiss, the *Larkin Securities Action*  
18 proceeded to discovery. In September 2018, the parties mediated the case (the "*Larkin Mediation*")  
19 with an experienced mediator, Robert A. Meyer, and subsequently settled the *Larkin Securities*  
20 *Action* for \$6.75 million. This Court granted final approval of the *Larkin settlement* on September  
21 20, 2019.<sup>1</sup>

#### 22 **B. The California Derivative Action**

23 On August 9, 2017, plaintiff Guo made a demand pursuant to 8 *Del. C.* § 220 ("Section 220")  
24 to inspect certain of GoPro's books and records related to the Company's 2016 guidance and the

25 \_\_\_\_\_  
26 <sup>1</sup> A second securities class action was filed in the United States District Court, Northern District of  
27 California on January 9, 2018, entitled *Park v. GoPro, Inc., et al.*, 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 availability of GoPro’s HERO5 camera and Karma drone. GoPro subsequently produced documents  
2 to Guo subject to a confidentiality agreement (the “220 Documents”). The documents produced  
3 consisted of, among other things, non-privileged portions of Board and Board committee meeting  
4 minutes, agendas, and packages concerning the Karma drone, the HERO5 line of cameras, and  
5 inventory reports regarding the same.

6 After reviewing the 220 Documents, on February 13, 2018, Guo filed a derivative complaint  
7 in this Court entitled, *Guo v. Woodman, et al.*, Case No. 18-cv-00920-CW (N.D. Cal.) (the “*Guo*  
8 *Action*”), against certain of the Company’s current and former officers and directors. The complaint  
9 alleges that pre-suit demand on GoPro’s Board is futile, and asserts claims for violation of Sections  
10 10(b) and 14(a) of the 1934 Act and for breach of fiduciary duty relating to the events and  
11 circumstances at issue in the *Larkin* and *Park* Securities Actions.

12 On February 27, 2018, plaintiff Romero filed a factually related derivative complaint in this  
13 Court entitled, *Romero v. Woodman, et al.*, Case No. 18-cv-01284-CW (N.D. Cal.) (the “*Romero*  
14 *Action*”). The *Guo* Action and the *Romero* Action were consolidated on April 6, 2018 under the  
15 name *In re GoPro Stockholder Deriv. Litig.*, Lead Case No. 18-cv-00920-CW (N.D. Cal.) (the  
16 “California Derivative Action”), and were subsequently stayed pending further events in related  
17 litigation. Guo and Romero designated the *Guo* Action complaint as the operative complaint for the  
18 California Derivative Action. After the stay was lifted, on June 15, 2020, the California Derivative  
19 Action Defendants filed a motion to dismiss the operative California Derivative Action complaint  
20 pursuant to Fed. R. Civ. P. 23.1. That motion is currently pending.

21 **C. The Consolidated Delaware Action**

22 On August 31, 2017, GoPro shareholder Chaile Steinberg made a demand pursuant to Section  
23 220 to inspect similar books and records as requested by plaintiff Guo. GoPro subsequently produced  
24 the 220 Documents to Steinberg pursuant to a confidentiality agreement. After reviewing the 220  
25 Documents, Steinberg filed an action entitled *Steinberg v. Woodman, et al.*, C.A. No. 2018-0784-JRS  
26 in the Delaware Court of Chancery (the “*Steinberg* Action”). The complaint alleged that pre-suit  
27 demand on GoPro’s Board was futile, and asserted claims for breach of fiduciary duty and insider  
28 trading relating to the events and circumstances at issue in the *Larkin* and *Park* Securities Actions.

1 In September of 2017, GoPro shareholders Steve Noury and Barbara and Richard Silberfeld  
2 each made Section 220 demands on GoPro seeking similar books and records as requested by plaintiff  
3 Guo. GoPro subsequently produced the 220 Documents to Noury and the Silberfelds pursuant to a  
4 confidentiality agreement. Thereafter, in February of 2018, Noury and the Silberfelds each made  
5 additional Section 220 demands on GoPro seeking further books and records related to similar facts  
6 and circumstances as alleged in the *Park Securities Action*. GoPro subsequently produced additional  
7 220 Documents to Noury and the Silberfelds pursuant to a confidentiality agreement (the “2018 220  
8 Documents”). The 2018 220 Documents consisted of, among other things, non-privileged portions  
9 of Board and Board committee meeting minutes, agendas, and packages concerning the Karma drone  
10 and the HERO5 and HERO6 line of cameras. After reviewing the 220 Documents and the 2018 220  
11 Documents, on November 7, 2018, Noury and the Silberfelds filed a derivative complaint in the Court  
12 of Chancery entitled, *Noury, et al. v. Woodman, et al.*, C.A. No. 2018-0812-JRS (the “*Noury Action*”).  
13 The complaint alleged that pre-suit demand on GoPro’s Board was futile, and asserted claims for  
14 breach of fiduciary duty and insider trading relating to the events and circumstances at issue in the  
15 *Larkin* and *Park Securities Actions*.

16 The *Steinberg Action* and the *Noury Action* were consolidated on December 3, 2018 under  
17 the name *In re GoPro, Inc. Stockholder Deriv. Litig.*, Consol. C.A. No. 2018-0784-JRS (Del. Ch.)  
18 (the “Consolidated Delaware Action”). Steinberg, Noury, and the Silberfelds designated the  
19 complaint filed in the *Noury Action* as the operative complaint for the Consolidated Delaware Action.  
20 Consolidated Delaware Action defendants moved to dismiss the operative complaint. The  
21 Consolidated Delaware Action plaintiffs opposed the motion to dismiss<sup>2</sup> and moved to strike certain  
22 portions the Consolidated Delaware Action defendants’ arguments and supporting documents. After  
23 the motion to dismiss and motion to strike were fully briefed, the Delaware Court of Chancery held  
24 oral argument on the motions on February 5, 2020. On April 28, 2020, the Court of Chancery granted

25  
26  
27 <sup>2</sup> The Consolidated Delaware Action plaintiffs noted in their answering brief in opposition to the  
28 motion to dismiss that they were no longer pursuing claims based on the then-dismissed *Park Securities Action* or any allegedly false and misleading statements occurring after February 2, 2018.

1 defendants' motion to dismiss with prejudice pursuant to Del. Ch. Ct. R. 23.1 (the "April 28 Order").<sup>3</sup>  
2 On May 8, 2020, plaintiffs in the Consolidated Delaware Action filed a notice of appeal of the April  
3 28 Order of dismissal to the Delaware Supreme Court. Briefing on that appeal has not yet  
4 commenced.

5 **D. Non-Consolidated Delaware Actions**

6 **1. Mays Action**

7 On November 29, 2017, plaintiff David Mays & Janice Alley Living Trust UA 05/19/2014  
8 (the "Mays Trust") made a demand pursuant to Section 220 to inspect similar books and records as  
9 requested by the other plaintiffs. GoPro subsequently produced the 220 Documents to the Mays Trust  
10 pursuant to a confidentiality agreement.

11 On July 27, 2018, and after reviewing the 220 Documents, the Mays Trust issued a  
12 shareholder litigation demand on GoPro's Board pursuant to Del. Ch. Ct. R. 23.1 relating to the events  
13 and circumstances at issue in the *Larkin* and *Park* Securities Actions. GoPro subsequently informed  
14 the Mays Trust that the Board would defer its response to the demand pending further developments  
15 in related securities and derivative litigation. On December 26, 2018, the Mays Trust filed an action  
16 in the Delaware Court of Chancery entitled *David Mays & Janice Alley Living Trust UA 05/19/2014*  
17 *v. Woodman, et al.*, C.A. No. 2018-0935-JRS (the "Mays Action"), alleging that the Board had  
18 wrongfully refused the demand, and asserting claims for breach of fiduciary duty and insider trading.  
19 The parties agreed that no response to the complaint in the *Mays Action* would be due until plaintiff  
20 issued written notice that defendants should respond. No such written notice has yet issued.

21 **2. De Nicola Action**

22 On July 30, 2018, plaintiffs Giuseppe De Nicola, Junhee Lee, and Alessandro Lobascio,<sup>4</sup>  
23 along with three other putative GoPro shareholders, issued a shareholder litigation demand on  
24 GoPro's Board pursuant to Del. Ch. Ct. R. 23.1 relating to the events and circumstances at issue in  
25

26 <sup>3</sup> The April 28, 2020 Order did not reach the motion to strike, stating that the Court of Chancery did  
not rely on any of the documents to which Steinberg, Noury, and the Silberfelds objected.

27 <sup>4</sup> Plaintiffs Junhee Lee and Alessandro Lobascio subsequently sold their shares of GoPro and are not  
28 parties to this Stipulation and Agreement of Settlement.

1 the *Larkin* and *Park* Securities Actions. On September 4, 2018, and while the Company was still  
2 evaluating the demand, plaintiffs De Nicola, Lee, and Lobascio filed an action in California Superior  
3 Court, County of San Mateo. Because the Derivative Defendants argued that this action was filed in  
4 the wrong forum, plaintiffs voluntarily dismissed the California complaint and refiled an action in the  
5 Delaware Court of Chancery on February 15, 2019, entitled, *De Nicola, et al. v. Woodman, et al.*,  
6 C.A. No. 2019-0119-JRS (the “*De Nicola* Action”). Defendants filed a motion to dismiss the  
7 complaint on June 7, 2019, and on August 27, 2019, plaintiffs filed an amended complaint rather than  
8 oppose the motion to dismiss. The amended complaint in the *De Nicola* Action asserts claims for  
9 breach of fiduciary duty, unjust enrichment, corporate waste, insider trading, and violation of Section  
10 14(a) of the 1934 Act. Prior to briefing on defendants’ motion to dismiss the amended complaint, the  
11 parties agreed to stay the action pending final resolution of the motion to dismiss in the Consolidated  
12 Delaware Action.<sup>5</sup>

### 13 E. Stockholder Jason Booth's Litigation Demands

14 On November 29, 2016, GoPro shareholder Jason Booth, through his counsel and pursuant to  
15 Del. Ch. Ct. R. 23.1, sent a letter (the “November 29, 2016 Demand”) to GoPro’s Board of Directors  
16 (the “Board”), demanding that the Board take action to remedy alleged breaches of fiduciary duties  
17 by certain current and/or former directors and executive officers of the Company. Thereafter, on  
18 February 5, 2018, pursuant to Del. Ch. Ct. R. 23.1, Booth sent a supplemental demand (collectively,  
19 with the November 29, 2016 Demand, the “Booth Demands”) to the Board demanding that the Board  
20 take action to remedy additional alleged breaches of fiduciary duties by certain current and/or former  
21 directors and executive officers of the Company. After receipt of the Booth Demands, GoPro  
22 responded to Booth that each of the Demands had been forwarded to the Board for its review and  
23 consideration. The Board further advised Booth on June 28, 2019, that the Board has deferred its  
24

25 <sup>5</sup> Two other shareholders, Keith Austin and Ericka Bragg, made a demand on the Board pursuant to  
26 Del. Ch. Ct. R. 23.1 related to the facts and circumstances alleged in the *Larkin* Securities Action.  
27 While that demand was under consideration by the Board, Austin and Bragg filed an action in the  
28 Delaware Court of Chancery entitled, *Austin, et al. v. Woodman, et al.*, 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 response to the Booth Demands pending developments in related litigation, including the  
2 Consolidated Delaware Action and the California Derivative Action. After issuance of the April 28  
3 Order in the Consolidated Delaware Action, on May 11, 2020, Booth wrote to counsel for the Board,  
4 urging the Board to commence a formal investigation into the contents of and allegations contained  
5 in the Booth Demands. On May 17, 2020, the Board responded through counsel that it was continuing  
6 to monitor the Consolidated Delaware Action appeal, the California Derivative Action, and related  
7 cases and to assess how those developments may affect the Booth Demands. The Board's final  
8 consideration of the Booth Demands remains pending.

## 9 **II. SETTLEMENT NEGOTIATIONS**

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

20 Negotiations reached an impasse in February 2019, and counsel for the California Derivative  
21 Action, the Consolidated Delaware Action and the Booth Demands proceeded to litigate the  
22 Consolidated Delaware Action, and thereafter the California Derivative Action. In June 2020  
23 settlement negotiations resumed between counsel for the Derivative Defendants, the California  
24 Derivative Action, the Consolidated Delaware Action and the Booth Demands. Over the course of  
25 the next several months, counsel for the Derivative Defendants, the California Derivative Action, the  
26 Consolidated Delaware Action and the Booth Demands engaged in extensive discussions regarding  
27 the details of certain settlement terms and ultimately came to agreement on all substantive terms for  
28 the resolution of Settling Shareholders' derivative claims, the terms of which are set forth herein.



1 **III. SETTling SHAREHOLDERS' CLAIMS AND THE BENEFITS OF SETTLEMENT**

2 Settling Shareholders believe that the claims asserted in the California Derivative Action, the  
3 Delaware Derivative Actions, and the Booth Demands, have substantial merit and are settling only  
4 because they believe that a settlement of the derivative claims on the terms provided for in this  
5 Stipulation is fair, reasonable, and adequate and provides substantial benefits to GoPro and its  
6 shareholders.

7 Settling Shareholders and their counsel recognize and acknowledge the significant expense  
8 and length of continued proceedings necessary to prosecute the derivative claims against the  
9 Derivative Defendants through trial and through possible appeals. Settling Shareholders and their  
10 counsel have also taken into account the uncertain outcome and the risk of any litigation, especially  
11 in complex cases such as the California Derivative Action and the Delaware Derivative Actions, as  
12 well as the difficulties and delays inherent in such litigation, including an appeal of the April 28  
13 Order. Settling Shareholders' Counsel are also mindful of the inherent problems of proof and the  
14 possible defenses to the claims alleged in the California Derivative Action, the Delaware Derivative  
15 Actions and the Booth Demands.

16 Settling Shareholders' Counsel have coordinated their efforts to ensure the efficient pursuit of  
17 the derivative claims, and have collectively conducted extensive investigation and analysis,  
18 including, *inter alia*: (i) reviewing and analyzing the Board-level 220 Documents and 2018 220  
19 Documents produced in response to the Settling Shareholders' various Section 220 inspection  
20 demands; (ii) reviewing GoPro's press releases, public statements, U.S. Securities and Exchange  
21 Commission ("SEC") filings, and securities analysts' reports and advisories about the Company;  
22 (iii) reviewing related media reports about the Company; (iv) researching applicable law with respect  
23 to the claims alleged and potential defenses thereto; (v) preparing and filing derivative complaints;  
24 (vi) briefing and arguing the Defendants' motion to dismiss and plaintiffs' motion to strike in the  
25 Consolidated Delaware Action; (v) conducting damages analyses; (vii) evaluating the merits of, and  
26 the defendants' potential liability in connection with the *Larkin* and *Park* Securities Actions; and (vii)  
27 negotiating this Settlement with Defendants, including analyzing the Company's current internal  
28

1 controls, researching corporate governance best practices, and negotiating the reforms described in  
2 Paragraph 2.1 of Section VI.

3 Based upon Settling Shareholders' Counsel's evaluation of the relevant facts, allegations,  
4 defenses, and controlling legal principles, Settling Shareholders have determined that the Settlement  
5 is in the best interests of GoPro and its shareholders and have agreed to settle the California Derivative  
6 Action, the Delaware Derivative Actions, and the Booth Demands upon the terms and subject to the  
7 conditions set forth herein.

#### 8 **IV. DERIVATIVE DEFENDANTS' DENIAL OF WRONGDOING AND LIABILITY**

9 Derivative Defendants enter into this Stipulation without in any way acknowledging any fault,  
10 liability, or wrongdoing of any kind. Derivative Defendants continue to deny vigorously each and  
11 all of the claims and contentions alleged in the California Derivative Action, the Delaware Derivative  
12 Actions, and the Booth Demands and assert that all claims and contentions alleged in the California  
13 Derivative Action, the Delaware Derivative Actions, and the Booth Demands are completely without  
14 merit. The Individual Defendants assert that at all relevant times, they acted in good faith and in a  
15 manner they reasonably believed to be in the best interests of the Company and its shareholders.  
16 Derivative Defendants are entering into the Stipulation solely because the Settlement would eliminate  
17 the burden, expense, and uncertainties inherent in further litigation. Derivative Defendants believe  
18 that the settlement of the California Derivative Action, the Delaware Derivative Actions, and the  
19 Booth Demands on the terms provided for in this Stipulation is fair, reasonable, and adequate based  
20 upon the terms and procedures outlined herein.

21 GoPro acknowledges that the initiation and prosecution of the California Derivative Action,  
22 the Consolidated Delaware Action, and the Booth Demands, as well as discussions with counsel for  
23 the California Derivative Action, the Consolidated Delaware Action, and the Booth Demands were a  
24 material cause of the adoption and implementation of the governance reforms described in Paragraph  
25 2.1 of Section VI, below, and that such reforms confer a substantial benefit on the Company.

26 As set forth in additional detail in Paragraph 8.4 of Section VI, neither this Stipulation, nor  
27 any of its terms or provisions, nor entry of the Final Order and Judgment, nor any document or exhibit  
28 referred to in or attached to this Stipulation, nor any action taken to carry out this Stipulation, is, may

1 be construed as, or may be used as evidence of the validity of any of the Released Claims, as described  
2 below, or an admission by or against Derivative Defendants of any fault, wrongdoing, or concession  
3 of liability.

4 **V. INDEPENDENT DIRECTOR APPROVAL**

5 The Board, including each of its independent, non-Individual Defendant directors, acting by  
6 unanimous resolution, have determined that the Settlement confers substantial benefits on GoPro and  
7 its shareholders, and is, in all respects, fair, reasonable, and in the best interests of the Company and  
8 its shareholders.

9 **VI. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT**

10 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the  
11 undersigned counsel for the Settling Parties herein, in consideration of the benefits flowing to the  
12 parties from the Settlement, and subject to the approval of the Court pursuant to Rule 23.1 of the  
13 Federal Rules of Civil Procedure, that the Released Claims shall be finally and fully compromised,  
14 settled, and released, and the terms and conditions of the Stipulation should be carried out, as set forth  
15 below.

16 **1. Definitions**

17 As used in the Stipulation, the following terms have the meanings specified below:

18 1.1 “Board” means the GoPro Board of Directors.

19 1.2 “California Derivative Action” refers to the above-captioned consolidated shareholder  
20 derivative action.

21 1.3 “Court” means the United States District Court for the Northern District of California,  
22 Oakland Division.

23 1.4 “Consolidated Delaware Action” means (i) the consolidated shareholder derivative  
24 action captioned *In re GoPro, Inc. Stockholder Deriv. Litig.*, C.A. No. 2018-0784-JRS (Del. Ch.),  
25 which was dismissed by the Delaware Court of Chancery, and (ii) the appeal of such dismissal  
26 captioned *In re GoPro, Inc. Stockholder Deriv. Litig.*, No. 167,2020 (Del.), pending in the Delaware  
27 Supreme Court.

28

1           1.5     “Current GoPro Shareholders” means any Person who owned GoPro common stock  
2 as of the date of the execution of the Stipulation and who continues to hold such GoPro common  
3 stock as of the date of the Settlement Hearing, excluding the Individual Defendants, the officers and  
4 directors of GoPro, members of their immediate families, and their legal representatives, heirs,  
5 successors, or assigns, and any entity in which the Individual Defendants have or had a controlling  
6 interest.

7           1.6     “Delaware Derivative Actions” means, collectively, the Consolidated Delaware  
8 Action and the Non-Consolidated Delaware Actions.

9           1.7     “Derivative Defendants” means, collectively, nominal defendant GoPro and the  
10 Individual Defendants.

11          1.8     “Derivative Defendants’ Counsel” means Fenwick & West LLP.

12          1.9     “Derivative Plaintiffs” means, collectively, Wenduo Guo, Mario Romero, Chaile  
13 Steinberg, Steve Noury, Barbara Silberfeld, Richard Silberfeld, Giuseppe De Nicola, and  
14 David Mays and Janice Alley Living Trust UA 05/09/2014.

15          1.10    “Effective Date” means the date by which the events and conditions specified in  
16 Paragraph 6.1 of Section VI of the Stipulation have been met and have occurred.

17          1.11    “Final” means the date upon which the last of the following shall occur with respect  
18 to the Final Order and Judgment finally approving the Settlement set forth in this Stipulation and  
19 dismissing the California Derivative Action with prejudice, substantially in the form of Exhibit C,  
20 attached hereto: (i) the expiration of the time to file a motion to alter or amend the judgment under  
21 Federal Rule of Civil Procedure 59(e) has passed without any such motion having been filed; (ii) the  
22 expiration of the time in which to appeal the judgment has passed without any appeal having been  
23 taken, which date shall be deemed to be thirty (30) days following the entry of the Final Order and  
24 Judgment, unless the date to take such an appeal shall have been extended by Court order or  
25 otherwise, or unless the 30th day falls on a weekend or a Court holiday, in which case the date for  
26 purposes of this Stipulation shall be deemed to be the next business day after such 30th day; and  
27 (iii) if such motion to alter or amend is filed or if an appeal is taken, immediately after the  
28 determination of that motion or appeal so that it is no longer subject to any further judicial review or

1 appeal whatsoever, whether by reason of affirmance by a court of last resort, lapse of time, voluntary  
2 dismissal of the appeal or otherwise, and in such a manner as to permit the consummation of the  
3 settlement in accordance with the terms and conditions of this Stipulation. For purposes of this  
4 paragraph, an “appeal” shall include any petition for a writ of certiorari or other writ that may be filed  
5 in connection with approval or disapproval of this Settlement, but shall not include any appeal that  
6 concerns only the issue of the Fee and Expense Award, as defined herein.

7 1.12 “Final Order and Judgment” means the order and judgment to be rendered by the  
8 Court, substantially in the form attached hereto as Exhibit C.

9 1.13 “GoPro” or the “Company” means nominal defendant GoPro, Inc., including, but not  
10 limited to its predecessors, successors, partners, joint venturers, subsidiaries, affiliates, divisions and  
11 assigns.

12 1.14 “Individual Defendants” means, collectively, Nicholas Woodman, Brian McGee,  
13 Anthony Bates, Edward Gilhuly, Kenneth Goldman, Peter Gotcher, Alexander Lurie, Michael Marks,  
14 Lauren Zalaznick, Susan Lyne, Rick Welts, and Charles "CJ" Prober.

15 1.15 “Non-Consolidated Delaware Actions” means the *De Nicola* Action and the *Mays*  
16 Action.

17 1.16 “Notice” means the Notice of Pendency and Proposed Settlement of Shareholder  
18 Derivative Litigation, substantially in the form attached hereto as Exhibit B.

19 1.17 “Person” means an individual, corporation, limited liability corporation, professional  
20 corporation, partnership, limited partnership, limited liability partnership, association, joint stock  
21 company, estate, legal representative, trust, unincorporated association, government, or any political  
22 subdivision or agency thereof and any business or legal entity and their spouses, heirs, predecessors,  
23 successors, representatives, or assignees.

24 1.18 “Related Persons” means each and any of the Derivative Defendants’ and Settling  
25 Parties’ past, present, or future agents, officers, directors, employees, attorneys, accountants, auditors,  
26 advisors, insurers, co-insurers, reinsurers, spouses, immediate family members, heirs, beneficiaries,  
27 executors, personal and legal representatives, estates, administrators, trusts, trustees, partnerships and  
28 partners, predecessors, successors, parents, subsidiaries, divisions, affiliates, and assigns or other

1 individual or entity in which any Settling Party has a controlling interest, and each and all of their  
2 respective past, present, or future agents, officers, directors, employees, attorneys, accountants,  
3 auditors, advisors, insurers, co-insurers, re-insurers, spouses, immediate family members, heirs,  
4 beneficiaries, executors, personal and legal representatives, estates, administrators, trusts, trustees,  
5 partnerships and partners, predecessors, successors, parents, subsidiaries, divisions, affiliates, and  
6 assigns.

7       1.19 “Released Claims” shall collectively mean any and all claims and causes of action of  
8 every nature and description whatsoever, whether known or unknown, whether arising under federal,  
9 state, common or foreign law (including “Unknown Claims,” as defined below) that have been  
10 alleged or asserted or could have been alleged or asserted in any pleading or forum by any of the  
11 Settling Shareholders (or any other GoPro shareholder derivatively on behalf of GoPro), GoPro, or  
12 any of the Settling Shareholders' Counsel against any Released Person based upon, arising from, or  
13 relating in any way whatsoever to (i) any of the claims, facts, events, transactions, occurrences, acts,  
14 disclosures, statements, alleged omissions or failures to act, or any other circumstance alleged, set  
15 forth, or referred to by Settling Shareholders in the California Derivative Action, the Delaware  
16 Derivative Actions, the Booth Demands, or that could have been alleged in the California Derivative  
17 Action, the Delaware Derivative Actions or the Booth Demands, or (ii) the settlement of the  
18 California Derivative Action, the Delaware Derivative Actions, or the Booth Demands, including the  
19 payments provided for in this Stipulation, and the reasonable attorneys’ fees, cost, and expenses  
20 incurred in defense thereof. Excluded from the term Released Claims are all claims, rights, or causes  
21 of action or liabilities whatsoever related to the enforcement of the Settlement, including, without  
22 limitation, any of the terms of this Stipulation or orders or judgments issued by the courts in  
23 connection with this Settlement.

24       1.20 “Released Persons” means, collectively, each and all of Derivative Defendants and  
25 their Related Persons. “Released Person” means, individually, any of the Released Persons.

26       1.21 “Releasing Parties” means, collectively, Settling Shareholders, any other GoPro  
27 shareholder (in his or her individual capacity or derivatively on behalf of GoPro), GoPro, and Settling  
28 Shareholders' Counsel. “Releasing Party” means, individually, any of the Releasing Parties.

1 1.22 "Settlement" means the settlement and compromise of the derivative claims as  
2 provided for in this Stipulation.

3 1.23 "Settlement Hearing" means the hearing or hearings at which the Court will review  
4 the adequacy, fairness, and reasonableness of the Settlement.

5 1.24 "Settling Parties" means, collectively, each and all of the Settling Shareholders and  
6 Derivative Defendants. "Settling Party" means, individually, any of the Settling Parties.

7 1.25 "Settling Shareholders" means Derivative Plaintiffs and GoPro shareholder, Jason  
8 Booth.

9 1.26 "Settling Shareholders' Counsel" means, collectively, Hynes & Hernandez, LLC,  
10 Robbins LLP, Bragar Eigel & Squire, P.C, Kahn Swick & Foti, LLC, Rigrodsky Law, P.A.,  
11 Promisloff Law, P.C., Gainey, McKenna & Egleston and Schubert Jonckheer & Kolbe LLP.

12 1.27 "Unknown Claims" means any Released Claim(s) that any Releasing Party or any of  
13 their Related Persons do not know of or suspect to exist in his, her, or its favor at the time of the  
14 release of the Released Persons, including claims that, if known by him, her, or it, might have affected  
15 his, her, or its settlement with and release of the Released Persons or might have affected his, her, or  
16 its decision whether to object to this Settlement. With respect to any and all Released Claims, the  
17 Settling Parties stipulate and agree that, upon the Effective Date, the Releasing Parties and their  
18 Related Persons shall expressly waive and relinquish, and each Current GoPro Shareholder shall be  
19 deemed to have and by operation of the Final Order and Judgment shall have expressly waived and  
20 relinquished to the fullest extent permitted by law, the provisions, rights and benefits conferred by  
21 and under California Civil Code § 1542, and any other law of the United States or any state or territory  
22 of the United States, or principle of common law, which is similar, comparable or equivalent to  
23 California Civil Code § 1542, which provides:

24 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
25 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
26 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
27 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
28 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
DEBTOR OR RELEASED PARTY.



1 The Releasing Parties acknowledge that they and Current GoPro Shareholders may hereafter discover  
2 facts in addition to or different from those now known or believed to be true by them, with respect to  
3 the subject matter of the Released Claims, but it is the intention of the Settling Parties that the  
4 Releasing Parties, their Related Persons, and all Current GoPro Shareholders shall be deemed to and  
5 by operation of the Final Order and Judgment shall completely, fully, finally, and forever  
6 compromise, settle, release, discharge, and extinguish any and all Released Claims, known or  
7 unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or  
8 unapparent, which do now exist, or heretofore existed, or may hereafter exist, upon any theory of law  
9 or equity now existing or coming into existence in the future, and without regard to the subsequent  
10 discovery of additional or different facts. The Settling Parties acknowledge that the foregoing waiver  
11 was separately bargained for and is a key element of the Stipulation of which this release is a part.

## 12 **2. Settlement Terms**

13 2.1 In consideration for a full settlement and release of the Released Claims, the Company  
14 shall within 30 days after the entry of the Final Order and Judgment undertake, the following actions:

15 a. The Company will amend its Insider Trading Policy in the following respects:  
16 (i) expanding the definition of “Covered Person” to include all employees, regardless of title; (ii)  
17 clarifying the definitions of closed trading windows and special blackout periods; (iii) expanding the  
18 definition of “Pre-Clearance Group Members” to include Senior Directors and above in the Finance  
19 Department; (iv) requiring that pre-clearance requests be submitted 48 hours in advance for Section  
20 16 Parties and 24 hours in advance for non-Section 16 Pre-Clearance Group Members; and (v)  
21 inclusion of a new section reminding directors and officers of their legal obligations relating to  
22 trading.

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

25 c. The Company will formally adopt a Disclosure Committee Charter stating that  
26 the Disclosure Committee will consist of, but not be limited to: General Counsel and/or Associate  
27 General Counsel, VP of Finance - Accounting and Financial Reporting, with participation from and  
28 including finance teams representing FP&A, Tax and Treasury, and Financial Reporting, and VP of

1 Internal Controls, and representative(s) for the following functional groups: Engineering, Sales, and  
2 Marketing. The Disclosure Committee Charter will state that GoPro's policy is that all disclosures  
3 made by GoPro to its security holders or to the investment community should be accurate and  
4 complete and fairly present the Company's financial condition and results of operations in all material  
5 respects as required and in compliance with applicable laws and regulations and should be made on  
6 a timely basis as required by applicable laws and rules and NASDAQ Global Market rules and  
7 requirements. The Disclosure Committee Charter will state that the Disclosure Committee will assist  
8 the Chief Executive Officer (CEO) and the Chief Financial Officer (CFO) in fulfilling their  
9 responsibility for oversight on the accuracy and timeliness of the disclosures made by the Company  
10 by being responsible for the following tasks, in each case subject to the supervision and oversight of  
11 the CEO and CFO: Implement the Company's disclosures controls and procedures; Monitor and  
12 periodically evaluate the effectiveness of the Company's disclosure controls and procedures;  
13 Oversight of preparation of the Company's periodic reports, registration statements and other  
14 information filed with or supplied to the SEC (*i.e.*, Form 10-K and Form 10-Q). The Disclosure  
15 Committee Charter will state that the Committee shall have full access as reasonably necessary to all  
16 of the Company's books, records, facilities and personnel.

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

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

28

1 f. The Company shall formally designate the General Counsel as Chief  
2 Compliance Officer with responsibility for overseeing compliance at GoPro, including the oversight  
3 of the Company's compliance framework and corporate governance.

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

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

13 i. No individual member of the Board shall chair more than one standing  
14 committee of the Board.

15 2.2 GoPro shall not revoke or amend in any material manner the reforms described in  
16 Paragraph 2.1 of Section VI for three years, provided, however, that any reform can be altered or  
17 removed by the affirmative vote of a majority of the independent directors of the Board, upon  
18 determining, in good faith, that such measure conflicts or is substantially redundant with any law,  
19 regulation, or rule (including rules of the NASDAQ or other exchange or quotation system).

20 **3. Releases**

21 3.1 Upon the Effective Date, the Releasing Parties, their Related Persons, and anyone  
22 making claims through or on behalf of any of them shall be deemed to, and by operation of the Final  
23 Order and Judgment shall, have fully, finally, and forever released, relinquished, and discharged any  
24 and all of the Released Claims (including Unknown Claims) against each and all of the Released  
25 Persons, including, but not limited to, any and all claims arising out of, relating to, or in connection  
26 with the defense, settlement, or resolution of the California Derivative Action, the Delaware  
27 Derivative Actions, or the Booth Demands against the Released Persons.

28

1           3.2     Upon the Effective Date, each of the Derivative Defendants and their Related Persons  
2 shall be deemed to have fully, finally, and forever released, relinquished, and discharged Settling  
3 Shareholders and Settling Shareholders' Counsel from all claims (including any claims related to  
4 Unknown Claims), arising out of, relating to, or in connection with the institution, prosecution,  
5 assertion, settlement, or resolution of the California Derivative Action, the Delaware Derivative  
6 Actions, the Booth Demands, or the Released Claims.

7           3.3     Nothing herein shall in any way impair or restrict the rights of any Settling Party to  
8 enforce the terms of the Stipulation.

9           **4.     Procedures for Implementing the Settlement**

10          4.1     Within thirty (30) days of execution of this Stipulation, or any other date ordered by  
11 the Court, the Settling Parties shall file the Stipulation, together with its exhibits, to the Court and  
12 shall apply for entry of an order (the "Preliminary Approval Order"), substantially in the form of  
13 Exhibit A attached hereto, requesting: (i) preliminary approval of the Settlement set forth in the  
14 Stipulation; (ii) approval of the form and manner of providing notice of the Settlement to Current  
15 GoPro Shareholders; and (iii) a date for the Settlement Hearing.

16          4.2     Notice of the Settlement to Current GoPro Shareholders shall include the Notice,  
17 which includes the general terms of the Settlement set forth in the Stipulation and the date of the  
18 Settlement Hearing, substantially in the form attached hereto as Exhibit B.

19          4.3     The Company shall be responsible for providing notice of the Settlement to the  
20 Company's current shareholders (as of the date of the Notice) by: (i) causing the Notice to be  
21 published once in *Investors' Business Daily*; (ii) posting a link to the Notice together with links to  
22 the Stipulation and the exhibits to the Stipulation on the investor relations section of GoPro's  
23 corporate website; and (iii) by such other means required by the Court. The Company or its  
24 successors shall pay all costs and expenses incurred in providing Notice of the Settlement to the  
25 Current GoPro Shareholders.

26          4.4     The Parties shall request that the Court hold the Settlement Hearing after Notice is  
27 provided to Current GoPro Shareholders to finally approve the Settlement.

28

1           4.5     Within ten (10) business days after filing of the Stipulation and application for entry  
2 of the Preliminary Approval Order with the Court, the Consolidated Delaware Action plaintiffs  
3 shall file an unopposed motion with the Delaware Supreme Court, and the Non-Consolidated  
4 Delaware Actions shall file unopposed motions in the Delaware Court of Chancery, stating that: (i)  
5 their respective cases have been settled; (ii) the motion for preliminary approval and notice have  
6 been filed in the Court; (iii) the Delaware Derivative Actions shall be stayed pending entry of the  
7 Final Order and Judgment by the Court in the California Derivative Action; (iv) upon entry of the  
8 Final Order and Judgment by the Court in the California Derivative Action, the parties in the  
9 Delaware Derivative Actions shall file an unopposed motion for voluntary dismissal with prejudice  
10 of their respective Delaware Derivative Actions (the “Delaware Dismissal Orders”); and (v) the  
11 stay of proceedings in the Delaware Derivative Actions will continue unless and until (subject to  
12 Paragraph 6.1 of Section VI) the Stipulation is in any way cancelled or terminated. Within ten (10)  
13 days after the entry of the Final Order and Judgment by the Court, the plaintiffs in the Delaware  
14 Derivative Actions shall file unopposed motions for entry of the Delaware Dismissal Orders, which  
15 shall provide that, in the event the Final Order and Judgment does not become Final, the Delaware  
16 Dismissal Orders shall automatically be vacated upon the filing of notice by any party to the  
17 Delaware Derivative Actions of the Final Order and Judgment not becoming Final, and the parties  
18 to the Delaware Derivative Actions shall be restored to their respective positions in the Delaware  
19 Derivative Actions that existed immediately prior to the date of execution of this Stipulation. If any  
20 additional action is currently pending or is later filed in any court of law or equity, arbitration tribunal,  
21 or administrative forum asserting claims that are related to the subject matter of the California  
22 Derivative Action, the Delaware Derivative Actions, the Booth Demands, or any Released Claim  
23 prior to final Court approval of the proposed Settlement, Settling Shareholders and their counsel  
24 shall cooperate with the Derivative Defendants' efforts, if any, to obtain the dismissal or withdrawal  
25 of such related litigation.

26           4.6     If the Court approves the Settlement at the Settlement Hearing, the Settling Parties  
27 shall jointly request entry of the Final Order and Judgment by the Court, the entry of which is a  
28 condition of this Stipulation: (i) approving finally the Settlement set forth in the Stipulation as fair,

1 adequate, and reasonable, within the meaning of Rule 23.1 of the Federal Rules of Civil Procedure,  
2 and directing its consummation pursuant to its terms; (ii) dismissing with prejudice, and without  
3 costs, all of Settling Shareholders' Released Claims against the Derivative Defendants and  
4 releasing the Released Persons from the Released Claims; (iii) finally approving the Fee and  
5 Expense Award and Incentive Award(s) (as defined below); (iv) reserving jurisdiction over the  
6 California Derivative Action, including all future proceedings concerning the administration,  
7 consummation and enforcement of this Stipulation; and (v) containing such other and further  
8 provisions consistent with the terms of this Stipulation.

9 **5. Attorneys' Fees and Reimbursement of Expenses**

10 5.1 Derivative Defendants agree that the Settlement provides substantial benefits to GoPro  
11 and to Current GoPro Shareholders, and in recognition of those substantial benefits, GoPro shall  
12 cause its insurer to pay Settling Shareholders' attorneys' fees and expenses in the amount of  
13 \$400,000.00 (the "Fee and Expense Award") in accordance with Paragraph 5.2 below. After  
14 negotiating the corporate governance measures to be instituted by GoPro in connection with the  
15 Settlement, the Settling Parties engaged in good faith, arm's-length negotiations regarding the amount  
16 of attorneys' fees and expenses to be paid to Settling Shareholders' Counsel. Settling Shareholders  
17 and Settling Shareholders' Counsel agree that they will not seek attorneys' fees and expenses that  
18 exceed the maximum total amount of \$400,000.00. Derivative Defendants shall take no position with  
19 respect to any award of fees and expenses that the Court may make so long as the total amount of  
20 such fees and expenses does not exceed \$400,000.00.

21 5.2 The Company shall cause its insurer to pay the Fee and Expense Award into an escrow  
22 account controlled by Robbins LLP within thirty (30) calendar days of (i) the entry of an order from  
23 the reviewing Court preliminarily approving the Settlement, or (ii) the date on which Settling  
24 Shareholders' Counsel provides sufficient written payment instructions to Derivative Defendants'  
25 Counsel, whichever is later, and the Fee and Expense Award shall be releasable from such escrow  
26 account immediately releasable upon entry of an order approving the Fee and Expense Award,  
27 notwithstanding the existence of any collateral attacks on the Settlement, including without  
28 limitation, any objections or appeals. Payment of the Fee and Expense Award in accordance with the

1 instructions provided by Settling Shareholders' Counsel shall fully and completely discharge the  
2 obligations of Derivative Defendants to pay any fees or expenses of the Settling Shareholders or  
3 Settling Shareholders' Counsel. The Individual Defendants and their Related Persons shall have no  
4 obligation to pay or cause to be paid any fees, costs, expenses, taxes, interest, awards, or other  
5 amounts pursuant to this Stipulation and the Settlement set forth herein (including any portion of the  
6 Fee and Expense Award determined pursuant to Paragraph 5.1 of Section VI). Settling Shareholders'  
7 Counsel will determine amongst themselves how the Fee and Expense Award is to be allocated, and  
8 Derivative Defendants will not object to such allocation or take any responsibility for such  
9 allocations.

10         5.3       Settling Shareholders' Counsel shall be obligated to make refunds or repayment of  
11 such applicable amount received directly to the funding insurer if any specified condition to the  
12 Settlement is not satisfied or, as a result of any appeal and/or further proceedings on remand, or  
13 successful collateral attack, the Court's approval of the Settlement is reversed or the releases granted  
14 to the Released Persons are materially modified, any dismissal order is reversed, or the Fee and  
15 Expense Award is reduced or reversed, or the Effective Date for any reason does not occur. In the  
16 event the Settlement is not approved, or is terminated, cancelled, or fails to become effective for any  
17 reason, including, without limitation, in the event the Final Order and Judgment is reversed or vacated  
18 or materially attacked, within ten (10) business days after written notification is sent by Derivative  
19 Defendants' Counsel, Robbins LLP shall refund the Fee and Expense Award directly to the funding  
20 insurer by wire transfer or check in accordance with the instructions to be provided by Derivative  
21 Defendants' Counsel.

22         5.4       The procedure for and the allowance or disallowance by the Court of any Fee and  
23 Expense Award is to be considered by the Court separately from the Court's consideration of the  
24 fairness, reasonableness, and adequacy of the Settlement set forth in the Stipulation, and any order or  
25 proceedings relating to the Fee and Expense Award, or any appeal from any order relating thereto or  
26 reversal or modification thereof, shall not operate to terminate or cancel the Stipulation, or affect or  
27 delay the finality of the Final Order and Judgment approving the Stipulation and the Settlement set  
28 forth therein (including the releases contained therein).



1           5.5     Settling Shareholders' Counsel may apply for a proposed incentive award for each  
2 Settling Shareholder, not to exceed \$1,000 each, in recognition of the substantial benefits they have  
3 helped to create for all Current GoPro Shareholders (the "Incentive Awards"). Any Incentive Awards  
4 approved by the Court shall be funded from the portion of the Fee and Expense Award distributed to  
5 such Settling Shareholder's Counsel. Derivative Defendants and/or their counsel shall take no  
6 position on the Incentive Awards.

7           **6.       Conditions of Settlement; Effect of Disapproval, Cancellation or Termination**

8           6.1     The Effective Date of this Stipulation shall be conditioned on the occurrence of all the  
9 following events:

10           (a)     preliminary approval of the Settlement and approval of the method of  
11 providing the Notice to Current GoPro Shareholders by the Court;

12           (b)     dissemination of the notice of the Settlement to Current GoPro Shareholders,  
13 as set forth in Paragraph 4.3 of Section VI;

14           (c)     entry of the Final Order and Judgment, in all material respects in the form set  
15 forth as Exhibit C annexed hereto, approving the Settlement without awarding costs to any party,  
16 except as provided herein; and

17           (d)     the judgment becoming Final, as defined in Paragraph 1.11 of Section VI.

18           6.2     If any of the conditions of Paragraph 6.1 of Section VI are not met, then the Stipulation  
19 shall be canceled and terminated subject to Paragraph 6.3 of Section VI, unless counsel for the  
20 Settling Parties mutually agree in writing to proceed with the Stipulation. The failure of the Court to  
21 approve the Fee and Expense Award or the Incentive Award(s), in whole or in part, shall have no  
22 effect on the Settlement set forth in this Stipulation.

23           6.3     If for any reason the Effective Date of the Stipulation does not occur, or if the  
24 Stipulation is in any way canceled, terminated, or fails to become Final in accordance with its terms:

25 (i) all Settling Parties and Released Persons shall be restored to their respective positions in the  
26 California Derivative Action and Delaware Derivative Actions as of the date of the execution of this  
27 Stipulation; (ii) all releases delivered in connection with the Stipulation shall be null and void, except  
28 as otherwise provided for in the Stipulation; (iii) any portion of the Fee and Expense Award that has

1 been paid to Settling Shareholders' Counsel shall be refunded and returned directly to the funding  
2 insurer within ten (10) business days, as provided in Paragraph 5.3 of Section VI; and (iv) all  
3 negotiations, proceedings, documents prepared, and statements made in connection herewith shall be  
4 without prejudice to the Settling Parties, shall not be deemed or construed to be an admission by a  
5 Settling Party of any act, matter, or proposition, and shall not be used in any manner for any purpose  
6 in the California Derivative Action, the Delaware Derivative Actions, or in any other action or  
7 proceeding. In such event, the terms and provisions of the Stipulation shall have no further force and  
8 effect with respect to the Settling Parties and shall not be used in the California Derivative Action,  
9 the Delaware Derivative Actions, or in any other proceeding for any purpose.

## 10 **7. Bankruptcy**

11 7.1 In the event any proceedings by or on behalf of GoPro, whether voluntary or  
12 involuntary, are initiated under any chapter of the United States Bankruptcy Code, including an act  
13 of receivership, asset seizure, or similar federal or state law action (“Bankruptcy Proceedings”), the  
14 Settling Parties agree to use their reasonable best efforts to obtain all necessary orders, consents,  
15 releases, and approvals for effectuation of this Stipulation in a timely and expeditious manner.

16 7.2 In the event of any Bankruptcy Proceedings by or on behalf of GoPro, the Settling  
17 Parties agree that all dates and deadlines set forth herein will be extended for such periods of time as  
18 are necessary to obtain necessary orders, consents, releases and approvals from the Bankruptcy Court  
19 to carry out the terms and conditions of the Stipulation.

## 20 **8. Miscellaneous Provisions**

21 8.1 The Settling Parties (i) acknowledge that it is their intent to consummate this  
22 Stipulation and Settlement, and (ii) agree to cooperate and act in good faith to take all reasonable and  
23 necessary steps to expeditiously implement the terms and conditions of the Stipulation.

24 8.2 In the event that any non-material part of the Settlement is found to be unlawful, void,  
25 unconscionable, or against public policy by a court of competent jurisdiction, the remaining terms  
26 and conditions of the Settlement shall remain intact.

27 8.3 The Settling Parties intend this Settlement to be a final and complete resolution of all  
28 disputes between them with respect to the California Derivative Action, the Delaware Derivative

1 Actions, and the Booth Demands. The Settlement comprises claims that are contested and shall not  
2 be deemed an admission by any Settling Party as to the merits of any claim, allegation, or defense.  
3 The Settling Parties and their respective counsel agree that at all times during the course of the  
4 litigation, each has complied with the requirements of the applicable laws and rules of the Court,  
5 including, without limitation, Rule 11 of the Federal Rules of Civil Procedure and any similar  
6 provision of federal or state law.

7       8.4     Neither this Stipulation, nor any of its terms or provisions, nor any of the negotiations  
8 or proceedings connected with it (including any orders or judgments entered in connection with this  
9 Stipulation or the Settlement) is, or shall be construed as, an admission, presumption or concession  
10 by Derivative Defendants or their Related Persons, or as evidence of the truth of any of the allegations  
11 in the California Derivative Action, the Delaware Derivative Actions, or the Booth Demands of the  
12 validity of any Released Claim, or of any liability, fault, culpability, or wrongdoing of any kind and  
13 shall not be construed as, or deemed to be evidence of or an admission, presumption, or concession  
14 that any of the Releasing Parties or any of their Related Persons have suffered any damages, harm,  
15 or loss. Neither this Stipulation, nor any of its terms or provisions, nor any of the negotiations or  
16 proceedings connected with it (including any orders or judgments entered in connection with this  
17 Stipulation or the Settlement), shall be referred to, offered as evidence, or received in evidence in any  
18 pending or future civil, criminal, or administrative action or proceeding, except (a) in a proceeding  
19 to enforce this Stipulation, (b) in any action that may be brought against the Released Persons to  
20 support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, full faith  
21 and credit, release, good faith settlement, judgment bar or reduction or any other theory of claim  
22 preclusion or issue preclusion or similar defense or counterclaim, or (c) as otherwise required by law.

23       8.5     The Stipulation may be modified or amended only by a writing signed by all of the  
24 signatories hereto.

25       8.6     The Stipulation shall be deemed drafted equally by all parties hereto and their counsel  
26 after good-faith, arm's-length negotiation. No inference shall be had or made against any party as to  
27 the draftsmanship of this Stipulation.  
28

1           8.7     No representations, warranties, or inducements have been made to any of the parties  
2 concerning the Stipulation or its exhibits other than the representations, warranties, and covenants  
3 contained and memorialized in such documents.

4           8.8     Each Settling Shareholder and his, her, or its counsel represent and warrant that (i)  
5 each of the Settling Shareholders is a Company shareholder, was a shareholder at the time of the  
6 alleged wrongdoing, and has continuously been a stockholder since that time, and (ii) none of the  
7 plaintiff's claims or causes of action referred to in the California Derivative Action, the Delaware  
8 Derivative Actions, the Booth Demands, or which could have been alleged in the California  
9 Derivative Action, the Delaware Derivative Actions, or the Booth Demands, have been assigned,  
10 encumbered, or in any manner transferred in whole or in part.

11          8.9     Each counsel or other person executing the Stipulation or its exhibits on behalf of any  
12 of the Settling Parties hereby warrants that such person has the full authority to do so.

13          8.10    The exhibits to this Stipulation are material and integral parts hereof and are fully  
14 incorporated herein by this reference.

15          8.11    This Stipulation and the exhibits attached hereto constitute the entire agreement  
16 among the Settling Parties with respect to the subject matter hereof and supersede all prior and  
17 contemporaneous oral and written agreements and discussions.

18          8.12    In the event that there exists a conflict or inconsistency between the terms of this  
19 Stipulation and the terms of any exhibit hereto, the terms of this Stipulation shall prevail.

20          8.13    Any planned, proposed, or actual sale, merger, or change-in-control of GoPro shall  
21 not void this Stipulation. The Stipulation will run to the Settling Parties' respective successors-in-  
22 interest. In the event of a planned, proposed, or actual sale, merger or change-in-control of GoPro,  
23 the Settling Parties will continue to seek court approval of the settlement expeditiously.

24          8.14    The Stipulation and Settlement shall be governed by, and construed in accordance  
25 with, the laws of the State of California without regard to conflict of laws principles.

26          8.15    Any dispute arising out of or relating to the Settlement shall be resolved by Mediator  
27 Robert A. Meyer, first by way of mediation and, if unsuccessful, then by way of final, binding, non-  
28 appealable resolution.

1           8.16 The Court shall retain jurisdiction with respect to implementation and enforcement of  
2 the terms of the Stipulation and the Court's Final Approval Order and to consider any matters or  
3 disputes arising out of or relating to the Settlement, and the Settling Parties and their counsel submit  
4 to the jurisdiction of the Court solely for purposes of implementing and enforcing the Settlement  
5 embodied in the Stipulation and Final Approval Order, and for matters or disputes arising out of or  
6 relating to the Settlement.

7           8.17 The Stipulation and Settlement may be executed in counterparts by facsimile, email,  
8 or original signature by any of the signatories hereto and as so executed shall constitute one  
9 agreement.

10          8.18 This Stipulation shall be binding upon and shall inure to the benefit of the Settling  
11 Parties and their respective agents, successors, heirs, and assigns.

12          8.19 Pending final determination of whether the Settlement should be approved, all  
13 proceedings and all further activity between the Settling Parties regarding or directed toward the  
14 California Derivative Action, the Delaware Derivative Actions, or the Booth Demands, save for those  
15 activities and proceedings relating to this Stipulation and the Settlement, shall be stayed.

16          8.20 Settling Shareholders and their counsel agree to not issue any press release or make  
17 any public announcement relating to the derivative claims or this Stipulation without the prior consent  
18 of the Company, except with respect to any pleadings submitted to the Court, any Notice approved  
19 by the Court, or as otherwise required by any law or Order of the Court.

20          8.21 All agreements during the course of the California Derivative Action, the Delaware  
21 Derivative Actions, the Booth Demands, and/or any of the Settling Shareholders' Section 220  
22 demands regarding the confidentiality of information shall survive this Stipulation.

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1 IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed, by  
2 their duly authorized attorneys.

3 AGREED and entered into on this 4th day of February, 2021.

4 DATED: February 4, 2021

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MARIE C. BAFUS  
VINCENT BARREDO

7 By   
8 Catherine D. Kevane

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15 *Edward Gilhuly, Kenneth Goldman, Peter*  
16 *Gotcher, Alexander Lurie, Michael Marks,*  
*Lauren Zalaznick, Susan Lyne, Rick Welts,*  
*Charles "CJ" Prober, and Nominal Defendant*  
*GoPro, Inc.*

17 DATED: January 26, 2021

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DATED: January 26, 2021

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DATED: January 26, 2021

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DATED: January 27, 2021

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DATED: January 26, 2021

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*Attorneys for Settling Shareholder Jason Booth*

DATED: January \_\_, 2021

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By \_\_\_\_\_  
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DATED: January \_\_, 2021

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DATED: January \_\_, 2021

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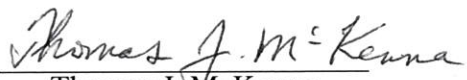
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DATED: January \_\_, 2021

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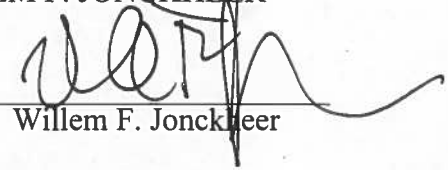
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1 DATED: January 26, 2021

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8 *Attorneys for Settling Shareholder*  
9 *David Mays and Janice Alley Living Trust UA*  
10 *05/09/2014*

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# **EXHIBIT A**

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 8 Kenneth Goldman, Peter Gotcher, Alexander Lurie,  
 Michael Marks, Lauren Zalaznick, Susan Lyne,  
 9 Rick Welts, Charles "CJ" Prober, and Nominal  
 Defendant GoPro, Inc.

10  
 11 UNITED STATES DISTRICT COURT  
 12 NORTHERN DISTRICT OF CALIFORNIA  
 13 OAKLAND DIVISION  
 14

15 IN RE GOPRO STOCKHOLDER  
 16 DERIVATIVE LITIGATION

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

**EX. A - [PROPOSED] PRELIMINARY  
 APPROVAL ORDER**

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 20 This Document Relates To:

21 All Actions.  
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 ATTORNEYS AT LAW

1 This matter having come before the Court on plaintiffs’ motion pursuant to Rule 23.1 of the  
2 Federal Rules of Civil Procedure (“Rule 23.1”) for entry of an order: (a) preliminarily approving  
3 the proposed settlement (the “Settlement”) of the above-captioned action, in accordance with the  
4 Stipulation and Agreement of Settlement entered into by the Settling Parties, dated February 4,  
5 2021 (the “Stipulation”); and (b) approving the distribution of Notice to Current GoPro, Inc.  
6 (“GoPro” or the “Company”) Shareholders; and the Court, having read and considered the  
7 Stipulation and accompanying documents, and all Settling Parties having consented to the entry of  
8 this Preliminary Approval Order,

9 **IT IS HEREBY ORDERED:**

10 1. Except for the terms defined herein, the Court adopts and incorporates the  
11 definitions in the Stipulation for purposes of this Preliminary Approval Order.

12 2. The Settlement appears to be the product of serious, informed, arm’s-length  
13 negotiations, has no obvious deficiencies, provides substantial value to the Company, and falls  
14 within the range of possible approval and, therefore, merits further consideration.

15 3. The Court preliminarily finds that the Settlement is fair, reasonable, adequate, and  
16 in the best interests of the Company and its shareholders.

17 4. The Court has scheduled a Settlement Hearing, which will be held on \_\_\_\_\_  
18 2021, at \_\_\_\_:\_\_\_\_ a.m./p.m., before the Honorable Claudia Wilken or such other judge as may be  
19 sitting in her place and stead, at the Ronald V. Dellums Federal Building & United States  
20 Courthouse, 1301 Clay Street, Oakland, CA 94612 in order to:

21 a. consider whether the Settlement, pursuant to Rule 23.1, is fair, reasonable,  
22 and adequate;

23 b. consider whether the Notice fully satisfies the requirements of Rule 23.1 and  
24 due process;

25 c. consider the entry of the Final Order and Judgment dismissing the above-  
26 captioned matter with prejudice, with each party to bear its, his, or her own costs except as provided  
27 for in the Stipulation, and release any and all Released Claims;

28 d. consider the approval of the Fee and Expense Award; and

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- 1 e. hear other such matters as the Court may deem necessary and appropriate.
- 2 5. The Court reserves the right to adjourn the Settlement Hearing or modify any of the  
3 dates set forth herein.
- 4 6. The Court reserves the right to approve the Settlement at or after the Settlement  
5 Hearing with such modifications as may be consented to by the Settling Parties.
- 6 7. The Court approves, as to form and content, the Notice and finds that the Notice  
7 proposed by the Settling Parties in the Stipulation is reasonable, constitutes the most practicable  
8 notice under the circumstances, constitutes sufficient notice to Current GoPro Shareholders, and  
9 complies with the requirements of federal law and due process.
- 10 8. All costs incurred in the filing and publication of the Notice shall be paid by GoPro,  
11 and GoPro shall undertake the administrative responsibility for providing the Notice to Current  
12 GoPro Shareholders, subject to the supervision and direction of the Court as may be necessary or  
13 as circumstances require.
- 14 9. Within ten (10) calendar days after the entry of this Preliminary Approval Order,  
15 GoPro shall (i) cause the Notice to be published once in *Investors' Business Daily*; and (ii) post  
16 a link to the Notice, substantially in the form attached hereto, together with links to the Stipulation  
17 and the exhibits to the Stipulation on the investor relations section of GoPro's corporate website.  
18 GoPro shall maintain this information on the investor relations section of its corporate website until  
19 entry of Final Order and Judgment.
- 20 10. At least fifteen (15) calendar days prior to the Settlement Hearing, GoPro shall serve  
21 on counsel in the above-captioned action and file with the Court proof, by affidavit or declaration,  
22 of (i) publication of Notice once in *Investors' Business Daily*; and (ii) posting of the Notice and  
23 Stipulation on its website.
- 24 11. Any Current GoPro Shareholder who wishes to object to the Settlement and/or show  
25 cause why it should not be approved, why the Final Order and Judgment should or should not be  
26 entered thereon, or why Settling Shareholders' Fee and Expense Award should not be awarded (an  
27 "Objection") may appear and show cause why the terms of the Settlement should not be approved  
28 as fair, reasonable, and adequate, or why a judgment should not be entered thereon, or why



1 attorneys' fees and expenses should not be awarded to Settling Shareholders' Counsel, provided,  
 2 however, that, unless otherwise ordered by the Court, no Current GoPro Shareholder shall be heard  
 3 or entitled to contest the approval of all or any of the terms and conditions of the Settlement, or, if  
 4 approved, the Final Order and Judgment to be entered thereon approving the same, or the attorneys'  
 5 fees and expenses to be awarded to Settling Shareholders' Counsel, unless that person has, at least  
 6 fourteen (14) calendar days prior to the Settlement Hearing, filed an Objection with the Clerk of  
 7 the Court in writing: (a) identifying their name, legal address, telephone number, the case name and  
 8 number (*In re GoPro Stockholder Deriv. Litig.*, Lead Case No. 18-cv-00920-CW) and stating all  
 9 reasons for the Objection; (b) giving proof of current ownership of GoPro common stock, including  
 10 the number of shares and documentary evidence of when such stock ownership was acquired;  
 11 (c) clearly identifying any and all evidence that would be presented at the Settlement Hearing in  
 12 connection with such Objection, along with the names of any witness(es) they intend to call to  
 13 testify at the Settlement Hearing and the subject(s) of their testimony; and (d) identifying any case,  
 14 by name, court, and docket number, in which the shareholder, or his, her, or its attorney, has  
 15 objected to a settlement in the last three years. Any written Objection must also be served to each  
 16 of the following Settling Parties' Counsel at least fourteen (14) calendar days prior to the Settlement  
 17 Hearing:

*Counsel for Shareholders:*

18  
 19 ROBBINS LLP  
 20 SHANE P. SANDERS  
 21 5040 Shoreham Place  
 22 San Diego, CA 92122  
 23 Telephone: (619) 525-3990  
 24 Facsimile: (619) 525-3991  
 25 ssanders@robbinsllp.com

*Counsel for Defendants:*

26 FENWICK & WEST LLP  
 27 CATHERINE D. KEVANE  
 28 MARIE C. BAFUS  
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 ckevane@fenwick.com  
 mbafus@fenwick.com  
 vbarredo@fenwick.com

12. Any Current GoPro Shareholder wishing to be heard at the Settlement Hearing is  
 required to include a notice of intention to appear at the Settlement Hearing together with his, her,

1 or its written Objection. A Current GoPro Shareholder who fails to file a written Objection may be  
2 excused by the Court for good cause and appear at the Settlement Hearing.

3 13. Any Current GoPro Shareholder who does not make his, her, or its Objection in the  
4 manner provided in the preceding paragraphs of this Preliminary Approval Order shall be deemed  
5 to have waived such Objection and shall forever be foreclosed from: (a) making any objection to  
6 the fairness, adequacy, or reasonableness of the Settlement; or (b) making any objection to the  
7 fairness and reasonableness of the Fee and Expense Award. Plaintiffs shall file their motion for  
8 final approval of the Settlement at least twenty-one (21) calendar days prior to the Settlement  
9 Hearing. If there is any objection to the Settlement, Plaintiffs shall file a response to the objection(s)  
10 at least seven (7) calendar days prior to the Settlement Hearing.

11 14. All proceedings in the above-captioned action, other than such proceedings as may  
12 be necessary to carry out the terms and conditions of the Stipulation and the Settlement, are hereby  
13 stayed and suspended until further order of this Court.

14 15. The Court may, for good cause, extend any of the deadlines set forth in the Order  
15 without further notice to Current GoPro Shareholders.

16 16. Neither the Stipulation, nor any term or provision contained in the Stipulation, nor  
17 any action undertaken pursuant thereto, nor any of the negotiations or proceedings connected with  
18 it (including this Preliminary Approval Order or any other orders or judgments entered in  
19 connection with the Stipulation or Settlement) is, nor shall be construed as or deemed to be, nor  
20 may be used as an admission, presumption, or concession by Derivative Defendants or their Related  
21 Persons, nor as evidence of the truth of any of the allegations in the California Derivative Action,  
22 the Delaware Derivative Actions, or the Booth Demands, of the validity of any Released Claim, or  
23 of any liability, fault, culpability, or wrongdoing of any kind and shall not be referred to or offered  
24 as evidence in any proceeding in the California Derivative Action, the Delaware Derivative  
25 Actions, nor in any other pending or future civil, criminal, or administrative action or proceeding,  
26 except (a) in a proceeding to enforce this Stipulation, (b) in any action that may be brought against  
27 the Released Persons to support a defense or counterclaim based on principles of *res judicata*,  
28 collateral estoppel, full faith and credit, release, good faith settlement, judgment bar or reduction

1 or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim, (c)  
2 or as otherwise required by law.

3 17. If the Stipulation is not approved by the Court, is terminated, or shall not become  
4 effective for any reason, the above-captioned action shall proceed, completely and without  
5 prejudice to any party as to any matter of law or fact as if the Stipulation had not been made and  
6 had not been submitted to the Court, and none of the Stipulation, any provision contained in the  
7 Stipulation, any action undertaken pursuant thereto, or the negotiation thereof (including any  
8 document prepared or statement made in connection with the Stipulation) by any party shall be  
9 deemed or construed to be an admission by a Settling Party of any act, matter, or proposition, and  
10 shall not be offered as evidence or used in any manner for any purpose at any proceeding in the  
11 California Derivative Action, the Delaware Derivative Actions, or in any other action or proceeding  
12 for any purpose.

13 **IT IS SO ORDERED.**

14  
15 Dated: \_\_\_\_\_, 2021

16 \_\_\_\_\_  
17 The Honorable Claudia Wilken  
18 United States District Judge  
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# **EXHIBIT B**

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 Brian McGee, Anthony Bates, Edward Gilhuly,  
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 Michael Marks, Lauren Zalaznick, Susan Lyne,  
 9 Rick Welts, Charles "CJ" Prober, and Nominal  
 Defendant GoPro, Inc.

10  
 11 UNITED STATES DISTRICT COURT  
 12 NORTHERN DISTRICT OF CALIFORNIA  
 13 OAKLAND DIVISION  
 14

15 IN RE GOPRO STOCKHOLDER  
 16 DERIVATIVE LITIGATION

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

**EX. B - [PROPOSED] NOTICE OF  
 PENDENCY AND PROPOSED  
 SETTLEMENT OF SHAREHOLDER  
 DERIVATIVE LITIGATION**

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 20 This Document Relates To:

21 All Actions.  
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 ATTORNEYS AT LAW

**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.**

**PURPOSE OF THIS NOTICE**

This Notice of Pendency and Proposed Settlement of Shareholder Derivative Litigation (the "Notice") is provided to Current GoPro Shareholders pursuant to an order of the United States District Court for the Northern District of California (the "Court"). This is not a solicitation from a lawyer. The Court has not determined the merits of Settling Shareholders' claims or Derivative Defendants' defenses. By this Notice, the Court does not express any opinion as to the merits of any claim or defense asserted by any party in the California Derivative Action, the Delaware Derivative Actions, or the Booth Demands (collectively, the "Shareholder Derivative Litigation").<sup>1</sup>

The purpose of this Notice is to advise you that, pursuant to the Court's Preliminary Approval Order, a hearing will be held on \_\_\_\_\_ 2021, at \_\_\_\_:\_\_\_\_ a.m./p.m., before the Honorable Claudia Wilken or such other judge as may be sitting in her place and stead, at the Ronald V. Dellums Federal Building & United States Courthouse, 1301 Clay Street, Oakland, CA 94612 (or at such a date and time as the Court may direct without further notice) (the "Settlement Hearing") to determine: (i) whether the terms of a proposed settlement (the "Settlement") of the Shareholder Derivative Litigation described below is fair, reasonable, adequate, and in the best

<sup>1</sup> 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 interests of GoPro; (ii) whether this Notice fully satisfies the requirements of Rule 23.1 of the  
 2 Federal Rules of Civil Procedure and due process; (iii) whether the Final Order and Judgment  
 3 should be entered dismissing the above-captioned matter with prejudice, releasing the Released  
 4 Persons from the Released Claims; (iv) whether the amount of attorneys' fees and expenses to be  
 5 awarded to Settling Shareholders' Counsel is fair and reasonable; and (v) any other matters that  
 6 come before the Court. You have an opportunity to be heard at this hearing.

7 The Court may adjourn the Settlement Hearing by oral or other announcement at such  
 8 hearing or make any other adjournment without further notice of any kind. The Court may approve  
 9 the Settlement with or without modification, enter the Final Order and Judgment, and order the  
 10 payment of the Fee and Expense Award without further notice of any kind.

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

#### 14 **I. BACKGROUND OF THE SHAREHOLDER DERIVATIVE LITIGATION**

15 This settlement relates to a series of derivative lawsuits and demands that followed GoPro's  
 16 announcement on November 3, 2016 that it would reduce 2016 full-year revenue guidance in light  
 17 of production ramp-up issues with its HERO5 camera and its recently released drone, Karma, and  
 18 the subsequent recall of Karma on November 8, 2016. These derivative actions and demands are  
 19 factually related to the federal securities class action entitled, *Larkin v. GoPro, Inc., et al.*, Case  
 20 No. 16-cv-06654-CW (N.D. Cal.) (the "*Larkin Securities Action*"), which was settled in 2018 for  
 21 \$6.75 million.<sup>2</sup>

##### 22 **A. The California Derivative Action**

23 After making a demand pursuant to 8 *Del. C.* § 220 ("Section 220") to inspect certain of  
 24 GoPro's books and records and receiving documents related to the Company's 2016 guidance and

25 \_\_\_\_\_  
 26 <sup>2</sup> A second securities class action was filed in the United States District Court, Northern District  
 27 of California on January 9, 2018, entitled *Park v. GoPro, Inc., et al.*, Case No. 18-cv-00193-EMC  
 28 (the "*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 the availability of GoPro's HERO5 camera and Karma drone pursuant to that demand (the "220  
2 Documents"), on February 13, 2018, Wenduo Guo filed a derivative complaint in the United States  
3 District Court for the Northern District of California (the "Court") entitled, *Guo v. Woodman, et*  
4 *al.*, Case No. 18-cv-00920-CW (N.D. Cal.), against certain of the Company's current and former  
5 officers and directors. The complaint alleges that pre-suit demand on GoPro's Board is futile, and  
6 asserts claims for violation of Section 10(b) and 14(a) of the Securities Exchange Act of 1934 (the  
7 "1934 Act") and for breach of fiduciary duty relating to the events and circumstances at issue in  
8 the *Larkin* and *Park* Securities Actions. On February 27, 2018, plaintiff Mario Romero filed a  
9 factually related derivative complaint in this Court entitled, *Romero v. Woodman, et al.*, Case No.  
10 18-cv-01284-CW. The two actions were consolidated on April 6, 2018 under the name *In re GoPro*  
11 *Stockholder Deriv. Litig.*, Lead Case No. 18-cv-00920-CW (N.D. Cal.) (the "California Derivative  
12 Action"), and were subsequently stayed pending further events in related litigation. After the stay  
13 was lifted, on June 15, 2020, defendants filed a motion to dismiss the California Derivative Action  
14 complaint pursuant to Fed. R. Civ. P. 23.1. That motion is currently pending.

15 **B. The Consolidated Delaware Action**

16 After making a Section 220 demand on GoPro and receiving the 220 Documents,  
17 shareholder Chaile Steinberg filed an action entitled *Steinberg v. Woodman, et al.*, C.A. No. 2018-  
18 0784-JRS in the Delaware Court of Chancery (the "*Steinberg* Action"). The complaint alleged that  
19 pre-suit demand on GoPro's Board was futile, and asserted claims for breach of fiduciary duty and  
20 insider trading relating to the events and circumstances at issue in the *Larkin* and *Park* Securities  
21 Actions.

22 GoPro shareholders Steve Noury and Barbara and Richard Silberfeld also made Section  
23 220 demands on GoPro and received the 220 Documents. Later, Noury and the Silberfelds made  
24 additional Section 220 demands on GoPro seeking further books and records related to similar facts  
25 and circumstances as alleged in the *Park* Securities Action. After receiving those additional  
26 documents, on November 7, 2018, Noury and the Silberfelds filed a derivative complaint in the  
27 Court of Chancery entitled, *Noury, et al. v. Woodman, et al.*, C.A. No. 2018-0812-JRS (the "*Noury*  
28 Action"). The complaint alleged that pre-suit demand on GoPro's Board was futile, and asserted

1 claims for breach of fiduciary duty and insider trading relating to the events and circumstances at  
2 issue in the *Larkin* and *Park* Securities Actions.

3 The *Steinberg* Action and the *Noury* Action were consolidated on December 3, 2018 under  
4 the name *In re GoPro, Inc. Stockholder Deriv. Litig.*, Consol. C.A. No. 2018-0784-JRS (Del. Ch.)  
5 (the “Consolidated Delaware Action”). Defendants moved to dismiss the operative complaint in  
6 the Consolidated Delaware Action. On April 28, 2020, the Court of Chancery granted defendants’  
7 motion to dismiss with prejudice pursuant to Del. Ch. Ct. R. 23.1 (the “April 28 Order”). On May  
8 8, 2020, plaintiffs in the Consolidated Delaware Action filed a notice of appeal of the April 28  
9 Order of dismissal to the Delaware Supreme Court. Briefing on that appeal has not yet commenced.

### 10 C. The Non-Consolidated Delaware Actions

#### 11 1. The Mays Action

12 After making a Section 220 demand and receiving the 220 Documents, shareholder David  
13 Mays & Janice Alley Living Trust UA 05/19/2014 (the “Mays Trust”) issued a shareholder  
14 litigation demand on GoPro’s Board pursuant to Del. Ch. Ct. R. 23.1 relating to the events and  
15 circumstances at issue in the *Larkin* and *Park* Securities Actions. GoPro subsequently informed  
16 the Mays Trust that the Board would defer its response to the demand pending further developments  
17 in related securities and derivative litigation. On December 26, 2018, the Mays Trust filed an  
18 action in the Delaware Court of Chancery entitled *David Mays & Janice Alley Living Trust UA*  
19 *05/19/2014 v. Woodman, et al.*, C.A. No. 2018-0935-JRS (the “Mays Action”), alleging that the  
20 Board had wrongfully refused the demand, and asserting claims for breach of fiduciary duty and  
21 insider trading. The parties agreed that no response to the complaint in the *Mays* Action would be  
22 due until plaintiff issued written notice that defendants should respond. No such written notice has  
23 yet issued.

#### 24 2. The De Nicola Action

25 On July 30, 2018, plaintiffs Giuseppe De Nicola, Junhee Lee, and Alessandro Lobascio,<sup>3</sup>  
26 along with three other putative GoPro shareholders, issued a shareholder litigation demand on

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

1 GoPro’s Board pursuant to Del. Ch. Ct. R. 23.1 relating to the events and circumstances at issue in  
 2 the *Larkin* and *Park* Securities Actions. On September 4, 2018, and while the Company was still  
 3 evaluating the demand, plaintiffs De Nicola, Lee, and Lobascio filed an action in California  
 4 Superior Court, County of San Mateo. Because the Derivative Defendants argued that this action  
 5 was filed in the wrong forum, plaintiffs voluntarily dismissed the California complaint and refiled  
 6 an action in the Delaware Court of Chancery on February 15, 2019, entitled, *De Nicola, et al. v.*  
 7 *Woodman, et al.*, C.A. No. 2019-0119-JRS (the “*De Nicola* Action”). Defendants filed a motion  
 8 to dismiss the complaint on June 7, 2019, and on August 27, 2019, plaintiffs filed an amended  
 9 complaint rather than oppose the motion to dismiss. The amended complaint in the *De Nicola*  
 10 Action asserts claims for breach of fiduciary duty, unjust enrichment, corporate waste, insider  
 11 trading, and violation of Section 14(a) of the 1934 Act. Prior to briefing on defendants’ motion to  
 12 dismiss the amended complaint, the parties agreed to stay the action pending final resolution of the  
 13 motion to dismiss in the Consolidated Delaware Action.<sup>4</sup>

14 **D. Shareholder Jason Booth’s Litigation Demands**

15 On November 29, 2016, shareholder Jason Booth issued a shareholder litigation demand on  
 16 GoPro’s Board pursuant to Del. Ch. Ct. R. 23.1 (the “November 29, 2016 Demand”). Among other  
 17 things, the November 29, 2016 Demand contended that certain officers and directors of the  
 18 Company breached their fiduciary duties in connection with the events and circumstances at issue  
 19 in the *Larkin* Securities Action. On February 5, 2018, Booth issued a supplemental shareholder  
 20 litigation demand on GoPro’s Board pursuant to Del. Ch. Ct. R. 23.1 (collectively, with the  
 21 November 29, 2016 Demand, the “Booth Demands”), contending that certain officers and directors  
 22 of the Company had breached their fiduciary duties in connection with the events and  
 23 circumstances at issue in the *Park* Securities Action. GoPro subsequently informed Booth that the  
 24 Board would defer its response to the Booth Demands pending further developments in related

25 <sup>4</sup> Two other shareholders, Keith Austin and Ericka Bragg, made a demand on the Board pursuant  
 26 to Del. Ch. Ct. R. 23.1 related to the facts and circumstances alleged in the *Larkin* Action. While  
 27 that demand was under consideration by the Board, Austin and Bragg filed an action in the  
 28 Delaware Court of Chancery entitled, *Austin, et al. v. Woodman, et al.*, 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 securities and derivative litigation. The Board's final consideration of the Booth Demands remains  
2 pending.

## 3 **II. SETTLEMENT NEGOTIATIONS**

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

15 Negotiations reached an impasse in February 2019, and counsel for the California  
16 Derivative Action, the Consolidated Delaware Action and the Booth Demands proceeded to litigate  
17 the Consolidated Delaware Action, and thereafter the California Derivative Action. In June 2020  
18 settlement negotiations resumed between counsel for the Derivative Defendants, the California  
19 Derivative Action, the Consolidated Delaware Action and the Booth Demands. Over the course of  
20 the next several months, those parties engaged in extensive discussions regarding the details of  
21 certain settlement terms and ultimately came to agreement on all substantive terms for the  
22 resolution of Settling Shareholders' derivative claims, including the corporate governance reforms  
23 set forth herein. After negotiation of the material terms of the Settlement, the Settling Parties  
24 separately negotiated at arm's-length the amount of attorneys' fees and expenses to be awarded by  
25 the Court to the Settling Shareholders' Counsel.

## 26 **III. SUMMARY OF THE SETTLEMENT TERMS**

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

1 Pursuant to the Settlement of the Shareholder Derivative Litigation, GoPro has or shall  
2 within 30 days after the Court's entry of the Final Order and Judgment implement certain corporate  
3 governance reforms. Specifically, GoPro has made or will make the following changes to the  
4 Company's policies and procedures, which will serve to improve the Company's compliance with  
5 applicable laws and regulations, and enhance Board oversight of the Company's compliance  
6 function:

7 1) The Company will amend its Insider Trading Policy in the following respects: (i)  
8 expanding the definition of "Covered Person" to include all employees, regardless of title; (ii)  
9 clarifying the definitions of closed trading windows and special blackout periods; (iii) expanding  
10 the definition of "Pre-Clearance Group Members" to include Senior Directors and above in the  
11 Finance Department; (iv) requiring that pre-clearance requests be submitted 48 hours in advance  
12 for Section 16 Parties and 24 hours in advance for non-Section 16 Pre-Clearance Group Members;  
13 and (v) inclusion of a new section reminding directors and officers of their legal obligations relating  
14 to trading.

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

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

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

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

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

20 6) The Company shall formally designate the General Counsel as Chief Compliance  
21 Officer with responsibility for overseeing compliance at GoPro, including the oversight of the  
22 Company's compliance framework and corporate governance.

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

27 8) Absent extraordinary circumstances, the Chairman of the Board (if the Chairman is  
28 not CEO) or the Lead Independent Director (if the Chairman is also the CEO) shall participate in

1 each annual stockholder meeting. Should the Chairman or Lead Independent Director, per the  
 2 above, be unable to participate, another independent director shall participate in the annual  
 3 stockholder meeting in his or her place.

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

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

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

#### 13 **IV. RELEASE AND DISMISSAL**

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



1 the Stipulation, and the reasonable attorneys' fees, cost, and expenses incurred in defense thereof.

2 Excluded from the term Released Claims are all claims, rights, or causes of action or  
3 liabilities whatsoever related to the enforcement of the Settlement, including, without limitation,  
4 any of the terms of the Stipulation or orders or judgments issued by the courts in connection with  
5 this Settlement.

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

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

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

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

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

21 Derivative Defendants have denied, and continue to deny, any fault, liability, or wrongdoing  
22 of any kind. The Derivative Defendants continue to deny vigorously each and all of the claims and  
23 contentions alleged in the Shareholder Derivative Litigation and assert that all claims and  
24 contentions alleged in the Shareholder Derivative Litigation are completely without merit. The  
25 Individual Defendants assert that at all relevant times, they acted in good faith and in a manner they  
26 reasonably believed to be in the best interests of the Company and Current GoPro Shareholders.

27 Derivative Defendants entered into the Stipulation solely because the Settlement would  
28 eliminate the burden, expense, and uncertainties inherent in further litigation. Derivative

1 Defendants believe that the settlement of the Shareholder Derivative Litigation on the terms  
2 provided for in the Stipulation is fair, reasonable, and adequate based upon the terms and procedures  
3 outlined therein.

4 GoPro acknowledges that the initiation and prosecution of the Shareholder Derivative  
5 Litigation and discussions with Settling Shareholders' Counsel were a material cause of the  
6 adoption and implementation of the governance reforms described in the Stipulation, and that such  
7 reforms confer a substantial benefit on the Company.

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

#### 13 **VII. SETTling SHAREHOLDERS' COUNSEL'S ATTORNEYS' FEES AND** 14 **EXPENSE AWARD**

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

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

#### 24 **VIII. THE RIGHT TO BE HEARD AT THE SETTLEMENT HEARING**

25 Any Current GoPro Shareholder may appear at the Settlement Hearing and show cause, if  
26 he, she, or it has any reason why the Settlement of the Shareholder Derivative Litigation embodied  
27 in the Stipulation should not be approved as fair, reasonable, and adequate, or why the Final Order  
28 and Judgment should or should not be entered, or why the Fee and Expense Award should not be

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ATTORNEYS AT LAW

1 awarded (an “Objection”). Current GoPro Shareholders cannot ask the Court to order a different  
2 settlement; the Court can only approve or reject the Settlement.

3 To object, you must be a Current GoPro Shareholder and must file a written objection that:  
4 (a) identifies your name, legal address, telephone number, the case name and number (*In re GoPro*  
5 *Stockholder Deriv. Litig.*, Lead Case No. 18-cv-00920-CW) and states all reasons for the Objection;  
6 (b) gives proof of current ownership of GoPro common stock, including the number of shares and  
7 documentary evidence of when such stock ownership was acquired; (c) clearly identifies any and  
8 all evidence that would be presented at the Settlement Hearing in connection with such Objection,  
9 along with the names of any witness(es) you intend to call to testify at the Settlement Hearing and  
10 the subject(s) of their testimony; and (d) identifies any case, by name, court, and docket number, in  
11 which you or your attorney, has objected to a settlement in the last three years.

12 Any written Objection shall be filed with the Clerk of the Court at least fourteen (14)  
13 calendar days prior to the Settlement Hearing, at the below address:

14 **CLERK OF COURT**

15 United States District Court for the Northern District of California, Oakland Division

16 Ronald V. Dellums Federal Building & United States Courthouse

17 1301 Clay Street

18 Oakland, CA 94612

19 Any written Objection must also be served to each of the following Settling Parties' Counsel  
20 at least fourteen (14) calendar days prior to the Settlement Hearing:

21 *Counsel for Shareholders:*

22 ROBBINS LLP  
23 SHANE P. SANDERS  
24 5040 Shoreham Place  
25 San Diego, CA 92122  
26 Telephone: (619) 525-3990  
27 Facsimile: (619) 525-3991  
28 ssanders@robbsllp.com

*Counsel for Defendants:*

FENWICK & WEST LLP  
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MARIE C. BAFUS  
VINCENT BARREDO  
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San Francisco, CA 94104  
Telephone: (415) 875-2300  
Facsimile: (415) 281-1350  
ckevane@fenwick.com  
mbafus@fenwick.com  
vbarredo@fenwick.com

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

#### 10 **IX. CONDITIONS FOR SETTLEMENT**

11 The Settlement is conditioned on the occurrence of certain events described in the  
12 Stipulation, including entry of the Final Order and Judgment by the Court. If, for any reason, any  
13 one of the conditions described in the Stipulation is not met and the entry of the Final Order and  
14 Judgment does not occur, the Stipulation might be terminated and, if terminated, will become null  
15 and void and the parties to the Stipulation will be restored to their respective positions as of  
16 February 4, 2021.

#### 17 **X. EXAMINATION OF PAPERS AND INQUIRIES**

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

23 Any other inquiries regarding the Settlement or the Shareholder Derivative Litigation  
24 should be addressed in writing to the following:  
25  
26  
27  
28

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**

# **EXHIBIT C**

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 2 MARIE C. BAFUS (CSB No. 258417)  
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 4 FENWICK & WEST LLP  
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 5 San Francisco, CA 94104  
 Telephone: 415.875.2300  
 6 Facsimile: 415.281.1350

7 Attorneys for Defendants Nicholas Woodman,  
 Brian McGee, Anthony Bates, Edward Gilhuly,  
 8 Kenneth Goldman, Peter Gotcher, Alexander Lurie,  
 Michael Marks, Lauren Zalaznick, Susan Lyne,  
 9 Rick Welts, Charles "CJ" Prober, and Nominal  
 Defendant GoPro, Inc.

10  
 11 UNITED STATES DISTRICT COURT  
 12 NORTHERN DISTRICT OF CALIFORNIA  
 13 OAKLAND DIVISION  
 14

15 IN RE GOPRO STOCKHOLDER  
 16 DERIVATIVE LITIGATION

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

**EX. C - [PROPOSED] FINAL ORDER AND  
 JUDGMENT**

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 20 This Document Relates To:

21 All Actions.  
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1 This matter came before the Court for hearing pursuant to the Court’s Preliminary Approval  
2 Order dated \_\_\_\_\_, 2021 (the “Preliminary Approval Order”), on the application of  
3 the parties for final approval of the settlement set forth in the Stipulation and Agreement of  
4 Settlement dated February 4, 2021 (the “Stipulation”). Due and adequate notice having been given  
5 to Current GoPro Shareholders as required in said Preliminary Approval Order, and the Court  
6 having considered all papers filed and proceedings had herein and otherwise being fully informed  
7 in the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED,  
8 AND DECREED that:

9 1. Unless otherwise stated herein, all capitalized terms contained in this Final Order  
10 and Judgment shall have the same meaning and effect as stated in the Stipulation.

11 2. The Court has jurisdiction over the subject matter of the above-captioned matter (the  
12 “California Derivative Action”) and over the Settling Parties in the above-captioned matter.

13 3. The Court finds that the Notice of Pendency and Proposed Settlement of Shareholder  
14 Derivative Litigation (the “Notice”) was given in accordance with the Preliminary Approval Order  
15 entered on \_\_\_\_\_, 2021, and that such Notice was reasonable, constituted the most practicable  
16 notice under the circumstances to Current GoPro Shareholders, and complied with the requirements  
17 of Federal Rule of Civil Procedure 23.1 and due process.

18 4. The Court hereby approves the Settlement set forth in the Stipulation and finds that  
19 the Settlement is, in all respects, fair, reasonable, and adequate to each of the Settling Parties, and  
20 further finds that the Settlement is in the best interests of GoPro and Current GoPro Shareholders.  
21 The Court hereby directs the Settling Parties to perform the terms of the Settlement as set forth in  
22 the Stipulation.

23 5. The Court hereby dismisses the California Derivative Action with prejudice and  
24 without costs to Derivative Defendants, except as otherwise provided below.

25 6. Upon the Effective Date, the Releasing Parties, their Related Persons, and anyone  
26 making claims through or on behalf of any of them shall be deemed to, and by operation of this  
27 Final Order and Judgment shall, have fully, finally, and forever released, relinquished, and  
28 discharged any and all of the Released Claims (including Unknown Claims) against each and all of

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1 the Released Persons and any and all claims arising out of, relating to, or in connection with the  
2 defense, settlement, or resolution of the California Derivative Action, Delaware Derivative Actions,  
3 and the Booth Demands against the Released Persons.

4 7. Upon the Effective Date, each of the Derivative Defendants and their Related  
5 Persons shall be deemed to have fully, finally, and forever released, relinquished, and discharged  
6 Settling Shareholders and Settling Shareholders' Counsel from all claims (including any claims  
7 related to Unknown Claims), arising out of, relating to, or in connection with the institution,  
8 prosecution, assertion, settlement, or resolution of the California Derivative Action, the Delaware  
9 Derivative Actions, the Booth Demands, or the Released Claims.

10 8. Nothing herein shall in any way impair or restrict the rights of any Settling Party to  
11 enforce the terms of the Stipulation.

12 9. The Court hereby approves the sum of \$\_\_\_\_\_ for the payment of  
13 Settling Shareholders' Counsels' attorneys' fees and expenses ("Fee and Expense Award") and finds  
14 that the Fee and Expense Award is fair and reasonable. The Fee and Expense Award shall be  
15 distributed in accordance with the terms of the Stipulation.

16 10. The Court hereby approves incentive awards of \$\_\_\_\_\_ for each of the  
17 Settling Shareholders to be paid from the Fee and Expense Award in recognition of Settling  
18 Shareholders' participation and effort in the prosecution of the derivative claims.

19 11. During the course of the litigation, all Settling Parties and their counsel acted in  
20 good faith and complied with Rule 11 of the Federal Rules of Civil Procedure and any similar rule  
21 or statute.

22 12. Neither the Stipulation nor the Settlement contained therein, nor any term or  
23 provision contained in the Stipulation, nor any act performed or document executed pursuant to or  
24 in furtherance of the Stipulation or the Settlement, nor any of the negotiations or proceedings  
25 connected with the Stipulation or Settlement (including this Final Order and Judgment or any other  
26 orders or judgments entered in connection with the Stipulation or Settlement), is nor shall be  
27 construed as nor deemed to be, nor may be used as: (a) an admission, presumption, concession, or  
28 evidence of the truth of any of the allegations in the California Derivative Action, the Delaware

1 Derivative Actions, the Booth Demands, the validity of any Released Claim, or any liability, fault,  
 2 culpability wrongdoing, or omission of any kind of the Derivative Defendants or Released Persons,  
 3 or the Court's jurisdiction over the Released Persons for purpose of the Released Claims or for any  
 4 other purpose; (b) an admission or concession by Settling Shareholders or any GoPro shareholder  
 5 of any infirmity in the claims asserted in any pleading in the California Derivative Action or the  
 6 Delaware Derivative Actions; or (c) an admission, presumption, concession, or evidence of any  
 7 liability, fault, culpability, wrongdoing, or omission of any kind of any of the Released Persons,  
 8 and shall not be referred to or offered in evidence, in any pending or future civil, criminal, or  
 9 administrative action or proceeding in any court, administrative agency, or other tribunal or forum,  
 10 except (i) in a proceeding to enforce this Stipulation, (ii) in any action that may be brought against  
 11 the Released Persons to support a defense or counterclaim based on principles of *res judicata*,  
 12 collateral estoppel, full faith and credit, release, good faith settlement, judgment bar or reduction  
 13 or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim, or  
 14 (iii) or as otherwise required by law. The Released Persons may file the Stipulation and/or this  
 15 Final Order and Judgment in any action that may be brought against them in order to support a  
 16 defense or counterclaim based on principles of *res judicata*, collateral estoppel, equitable estoppel,  
 17 judicial estoppel, release, good-faith settlement, judgment bar or reduction, or any theory of claim  
 18 preclusion or issue preclusion or similar defense or counterclaim.

19 13. Without affecting the finality of this Final Order and Judgment in any way, this  
 20 Court hereby retains continuing jurisdiction over: (a) implementation of this Settlement; and (b) all  
 21 Settling Parties and the Settling Parties' counsel hereto for the sole purpose of construing,  
 22 enforcing, and administering the Stipulation and this Final Order and Judgment.

23 14. No proceeding, appeal, or petition pertaining solely to the Fee and Expense Award  
 24 or reversal or modification thereof, shall operate to terminate, modify or cancel the Stipulation, or  
 25 affect or delay the Effective Date or the finality of this Judgment.

26 15. In the event that the Settlement does not become effective in accordance with the  
 27 terms of the Stipulation, the Judgment shall be vacated, and all orders entered and releases delivered  
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1 in connection with the Stipulation and this Judgment shall become null and void, except as  
2 otherwise provided for in the Stipulation.

3 16. Pursuant to Rule 23.1 of the Federal Rules of Civil Procedure, this Court hereby  
4 finally approves the Stipulation and Settlement in all respects, and orders the Settling Parties to  
5 perform its terms to the extent the Settling Parties have not already done so.

6 17. There is no reason for delay in the entry of this Final Order and Judgment and  
7 immediate entry by the Clerk of the Court is expressly directed by the Court.

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

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10 The Honorable Claudia Wilken  
11 United States District Judge  
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