

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA**

IN RE HD SUPPLY HOLDINGS, INC.
SECURITIES LITIGATION

CONSOLIDATED CASE
NO. 1:17-CV-02587-ELR

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

TO: All persons or entities who purchased or otherwise acquired the publicly traded common stock of HD Supply Holdings, Inc. ("HD Supply" or the "Company") from November 9, 2016, through June 5, 2017 (the "Settlement Class Period"), and were damaged thereby.

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

NOTICE OF SETTLEMENT: This Notice has been sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Northern District of Georgia ("Court"). Please be advised that the Court-appointed Lead Plaintiffs City Pension Fund for Firefighters & Police Officers in the City of Miami Beach, Pembroke Pines Pension Fund for Firefighters and Police Officers, and Hollywood Police Officers' Retirement System (together, "Lead Plaintiffs"), on behalf of themselves and the Court-certified Settlement Class (as defined in paragraph 52 below), have reached a proposed settlement of the above-captioned securities class action (the "Action") for \$50,000,000.00 in cash that, if approved, will resolve all claims in the Action (the "Settlement").

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

If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact HD Supply, any other Defendants in the Action, or their counsel. All questions should be directed to Lead Counsel or the Claims Administrator (see paragraph 86 below).

1. Description of the Action and the Settlement Class: This Notice relates to a proposed Settlement of claims in a pending securities class action brought by investors alleging, among other things, that defendant HD Supply, defendants Joseph J. DeAngelo ("DeAngelo") and Evan J. Levitt ("Levitt") (the "Individual Defendants" and, together with HD Supply, the "Defendants")¹ violated the federal securities laws by making false and misleading statements regarding the condition of the Company's supply chain and the status of its recovery from a severe disruption during the Settlement Class Period. A more detailed description of the Action is set forth in paragraphs 11-23 below. The proposed Settlement, if approved by the Court, will settle claims of the Settlement Class, as defined in paragraph 52 below.

2. Statement of the Settlement Class's Recovery: Subject to Court approval, Lead Plaintiff, on behalf of themselves and the Settlement Class, has agreed to settle the Action in exchange for a settlement payment of \$50,000,000.00 in cash (the "Settlement Amount") to be deposited into an escrow account. The Net Settlement Fund (i.e., the Settlement Amount plus any and all interest earned thereon [the "Settlement Fund"] less [a] any Taxes and tax expenses, [b] any Notice and Administration Costs, [c] any Litigation Expenses awarded by the Court, and [d] any attorneys' fees awarded by the Court) will be distributed in accordance with a plan of allocation that is approved by the Court, which will determine how the Net Settlement Fund shall be allocated among members of the Settlement Class. The proposed plan of allocation (the "Plan of Allocation") is set forth in paragraphs 53-70 below.

3. Estimate of Average Amount of Recovery Per Share: Based on Lead Plaintiffs' damages expert's estimates of the number of shares of HD Supply common stock purchased during the Settlement Class Period that may have been affected by the conduct at issue in the Action, and assuming that all Settlement Class Members elect to participate in the Settlement, the estimated average recovery (before the deduction of any Court-approved fees, expenses, and costs as described herein) per alleged damaged share (hereinafter the "damaged shares") is approximately \$0.75. Settlement

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement dated January 30, 2020 (the "Stipulation"), which is available at www.HDSupplySecuritiesLitigation.com. The singular forms of nouns and pronouns include the plural and vice versa.

Class Members should note, however, that the foregoing average recovery per share is only an estimate. Some Settlement Class Members may recover more or less than this estimated amount depending on, among other factors, when and at what prices they purchased/acquired and sold their HD Supply common stock shares, and the total number and recognized loss amount of valid Claim Forms submitted. Distributions to Settlement Class Members will be made based on the Plan of Allocation set forth herein (see paragraphs 53-70 below), or such other plan of allocation as may be ordered by the Court.

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

5. **Attorneys' Fees and Expenses Sought:** Plaintiffs' Counsel, which have been prosecuting the Action on a wholly contingent fee basis since its inception in July 2017, have not received any payment of attorneys' fees for their representation of the Settlement Class and have advanced the funds to pay expenses necessarily incurred to prosecute this Action. Court-appointed Lead Counsel, Saxena White P.A., will apply to the Court for an award of attorneys' fees in an amount not to exceed thirty percent (30%) of the Settlement Fund. In addition, Lead Counsel will apply for reimbursement of Litigation Expenses paid or incurred in connection with the institution, prosecution, and resolution of the claims against the Defendants, in an amount not to exceed \$475,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiffs directly related to their representation of the Settlement Class. Any fees and expenses awarded by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses. Estimates of the average cost per damaged share of HD Supply common stock, if the Court approves Lead Counsel's fee and expense application, is approximately \$0.23 per damaged share.

6. **Identification of Attorneys' Representative:** Lead Plaintiffs and the Settlement Class are represented by Lester R. Hooker, Esq. of Saxena White P.A., 7777 Glades Rd., Suite 300, Boca Raton, FL 33434.

7. **Reasons for the Settlement:** Lead Plaintiffs' principal reason for entering into the Settlement is the substantial immediate cash benefit for the Settlement Class without the risk or the delays inherent in further litigation. Moreover, the substantial cash benefit provided under the Settlement must be considered against the significant risk that a smaller recovery – or indeed no recovery at all – might be achieved after further contested motions, a trial of the Action, and the likely appeals that would follow a trial. This process could be expected to last several years. Defendants, who deny all allegations of wrongdoing or liability or any violation of the law whatsoever, are entering into the Settlement solely to eliminate the uncertainty, distraction, time, burden, and expense of further protracted litigation.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:

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| <p>SUBMIT A CLAIM FORM POSTMARKED NO LATER THAN JULY 18, 2020.</p> | <p>This is the only way to be potentially eligible to receive a payment from the Settlement Fund. If you are a Settlement Class Member and you remain in the Settlement Class, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiffs' Claims (defined in paragraph 33 below) that you have against Defendants and the other Defendant Releasees (defined in paragraph 34 below), so it is in your interest to submit a Claim Form.</p> |
| <p>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN JUNE 30, 2020.</p> | <p>If you exclude yourself from the Settlement Class, you will not be eligible to receive any payment from the Settlement Fund. This is the only option that allows you ever to be part of any other lawsuit against any of the Defendants or the other Defendant Releasees concerning the Released Plaintiffs' Claims.</p> |
| <p>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN JUNE 30, 2020.</p> | <p>If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and reimbursement of Litigation Expenses, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation, or the fee and expense request unless you are a Settlement Class Member and do not exclude yourself from the Settlement Class.</p> |
| <p>GO TO THE HEARING ON JULY 21, 2020, AT 9:30 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN JUNE 30, 2020.</p> | <p>Filing a written objection and notice of intention to appear by June 30, 2020, allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement, the Plan of Allocation, or the request for attorneys' fees and reimbursement of Litigation Expenses. If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.</p> |
| <p>DO NOTHING.</p> | <p>If you are a member of the Settlement Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.</p> |

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WHY DID I GET THIS NOTICE?

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

9. The purpose of this Notice is to inform you of the existence of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Settlement Class if you wish to do so. It is also being sent to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation, and the motion by Lead Counsel for an award of attorneys' fees and reimbursement of Litigation Expenses (the "Settlement Hearing"). See paragraph 77 below for details about the Settlement Hearing, including the date and location of the hearing.

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

WHAT IS THIS CASE ABOUT?

11. On July 11, 2017, this Action was commenced in the United States District Court for the Northern District of Georgia, styled *City of Hollywood Police Officers' Retirement System. v. HD Supply Holdings, Inc., et al.*, Case No. 1:17-CV-02587-ELR, alleging violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder.

12. By Order dated October 19, 2017, the Court entered an Order re-captioning the action as *In re HD Supply Holdings, Inc. Securities Litigation*, appointing the Plaintiffs as Lead Plaintiffs, and appointing Saxena White P.A. as Lead Counsel for the proposed class and Lindsey & Lacy, PC as Local Counsel for the proposed class.

13. On November 16, 2017, Lead Plaintiffs filed their Consolidated Amended Class Action Complaint (the "Complaint") on behalf of the Settlement Class. The Complaint alleges, among other things, that throughout the Settlement Class Period, that HD Supply and the Individual Defendants violated the Exchange Act by making false and misleading statements regarding the condition of the Company's supply chain and the status of its recovery from a severe disruption. The Complaint alleges that, as a result of these alleged misrepresentations and omissions, the price of HD Supply's common stock was artificially inflated during the Settlement Class Period.

14. On December 21, 2017, Defendants moved to dismiss the Complaint for failure to state a claim. Among other things, Defendants argued that Lead Plaintiffs failed to adequately plead: (i) the existence of any materially misleading statement or omission; (ii) a strong inference of scienter; and (iii) loss causation. On February 1, 2018, Lead Plaintiffs opposed Defendants' motion to dismiss. On February 22, 2018, Defendants filed their reply in further support of their motion to dismiss.

15. On September 19, 2018, the Court issued an Order granting in part and denying in part Defendants' motion to dismiss.

16. On November 5, 2018, Defendants filed their answer to the Complaint.

17. The Court entered a Scheduling Order on December 6, 2018, which set forth deadlines, *inter alia*, for Lead Plaintiffs' class certification motion, substantial completion of document production, completion of fact discovery, and motions for summary judgment.

18. From December 2018 through October 2019, counsel for Plaintiffs and Defendants engaged in extensive fact discovery. *Inter alia*, Plaintiffs served three separate sets of document requests on Defendants, and subpoenaed documents from six non-parties (including certain of HD Supply's supply chain consultants and logistics providers, and Defendant DeAngelo's stock brokerage and investment manager). Lead Plaintiffs reviewed more than 52,000 documents produced by Defendants and more than 6,000 documents produced by third parties, comprising a total of approximately 265,000 pages reviewed. Lead Plaintiffs also produced more than 2,000 documents to Defendants.

19. On March 1, 2019, Plaintiffs filed and served their motion for class certification, together with the expert report of Dr. Michael Hartzmark opining on market efficiency. On June 17, 2019, after deposing Plaintiffs' market efficiency expert as well as all three Lead Plaintiffs and their investment manager, Defendants filed their opposition to class certification, together with the expert report of Dr. David I. Tabak, Ph.D. On June 21, 2019, Defendants separately filed a motion to exclude a portion of the opinion of Dr. Hartzmark. On August 2, 2019, Plaintiffs filed their combined brief in further support of class certification and in opposition to Defendants' motion to exclude.

20. While Plaintiffs were actively pursuing fact discovery, the Parties agreed to participate in a private mediation. The Parties selected Jed. D. Melnick, Esq. of JAMS to serve as mediator. In advance of the mediation, the Parties submitted and exchanged detailed mediation statements and exhibits, which addressed, among other things, issues related to liability, loss causation, and damages. The Parties and Defendants' directors' and officers' liability insurance carriers (the "D&O Insurers") participated in a full-day, in-person mediation session at the JAMS Office in New York, N.Y. on September 10, 2019. The session ended without an agreement to settle. Following that mediation, however, the Parties agreed to a second mediation session, which took place on October 22, 2019, again submitting papers in support of their positions. Following the second mediation, on November 1, 2019, the parties reached an agreement in principle to settle and release all claims asserted against the Defendants in the Action in return for a cash payment of \$50,000,000 (that Defendants shall cause the D&O Insurers to fund) for the benefit of the Settlement Class, subject to certain terms and conditions, including the execution of a customary stipulation and Court approval.

21. Based on their investigation, discovery, prosecution and mediation of the case, Lead Plaintiffs and Lead Counsel have concluded that the terms and conditions of the Stipulation are fair, reasonable, and adequate to Lead Plaintiffs and the other members of the Settlement Class, and in their best interests. Based on Lead Plaintiffs' oversight of the prosecution of this matter and with the advice of its counsel, Lead Plaintiffs have agreed to settle and release the claims raised in the Action pursuant to the terms and provisions of the Stipulation, after considering, among other things: (a) the substantial financial benefit that Lead Plaintiffs and the other members of the Settlement Class will receive under the proposed Settlement; (b) the significant risks and costs of continued litigation and trial; and (c) the desirability of permitting the proposed Settlement to be consummated as provided by the terms of the Stipulation.

22. The Stipulation and the Settlement constitute a compromise of matters that are in dispute among the Parties. Defendants have entered into the Stipulation solely to eliminate the uncertainty, distraction, time, burden, and expense of further protracted litigation. Each of the Defendants denies any wrongdoing, and the Settlement and Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any of the Defendants with respect to any claim or allegation of any fault, liability, wrongdoing, or damage whatsoever, or any infirmity in the defenses that the Defendants have, or could have, asserted. Defendants expressly deny that Lead Plaintiffs has asserted any valid claims as to any of them, and expressly deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever. The Stipulation and the Settlement also shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any Lead Plaintiffs of an infirmity in any of the claims asserted in the Action, or an admission or concession that any of the Defendants' defenses to liability had any merit.

23. On February 21, 2020, the Court preliminarily approved the Settlement, authorized this Notice to be disseminated to potential Settlement Class Members, and scheduled the Settlement Hearing to consider, among other things, whether to grant final approval to the Settlement.

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

24. If you are a member of the Settlement Class, you are subject to the Settlement, unless you timely request to be excluded. The Settlement Class means the class certified in the Court's order dated February 21, 2020, and consists of:

all persons and entities who purchased or otherwise acquired the publicly traded HD Supply common stock of HD Supply, Inc. from November 9, 2016, through June 5, 2017, and were damaged thereby.

Excluded from the Settlement Class are (1) Defendants; (2) members of the Immediate Family of each Individual Defendant; (3) any person who was an Officer or director of HD Supply during the Settlement Class Period; (4) any firm or entity in which any Defendant has or had a controlling interest during the Settlement Class Period; (5) any person who participated in the wrongdoing alleged; (6) any affiliates, parents, or subsidiaries of HD Supply during the Settlement Class Period; and (7) the legal representatives, agents, affiliates, heirs, beneficiaries, successors-in-interest, or assigns of any excluded person or entity, in their respective capacity as such. Also excluded from the Settlement Class are those persons or entities who or which file valid and timely requests for exclusion in accordance with the Preliminary Approval Order. See "What If I Do Not Want to Be a Member of the Settlement Class? How Do I Exclude Myself?" on page 14 below.

PLEASE NOTE: RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU ARE A SETTLEMENT CLASS MEMBER AND YOU WISH TO BE POTENTIALLY ELIGIBLE TO PARTICIPATE IN THE DISTRIBUTION OF PROCEEDS FROM THE SETTLEMENT, YOU ARE REQUIRED TO SUBMIT THE CLAIM FORM THAT IS BEING DISTRIBUTED WITH THIS NOTICE AND THE REQUIRED SUPPORTING DOCUMENTATION, AS SET FORTH THEREIN, POSTMARKED NO LATER THAN JULY 18, 2020.

WHAT ARE LEAD PLAINTIFFS' REASONS FOR THE SETTLEMENT?

25. Lead Plaintiffs and Lead Counsel believe that the claims asserted against Defendants have merit. They recognize, however, the expense and length of continued proceedings necessary to pursue their claims against Defendants through further motion practice, trial, and appeals, as well as the very substantial risks they would face in establishing liability and damages. Lead Plaintiffs and Lead Counsel recognized that Defendants had numerous avenues of attack that could preclude a recovery. For example, among other things, Defendants would assert that the statements were not materially false and misleading, and that even if they were, they were not made with the requisite state of mind to support the securities fraud claim alleged. Even if the hurdles to establishing liability were overcome, the amount of damages that could be attributed to the allegedly false statements would be hotly contested. Lead Plaintiffs would have to prevail at several stages – including, without limitation, motions for summary judgment, trial, and if they prevailed on those, on the appeals that were likely to follow. Thus, there were very significant risks attendant to the continued prosecution of the Action.

26. In light of these risks, the amount of the Settlement, and the immediacy of recovery to the Settlement Class, Lead Plaintiffs and Lead Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. Lead Plaintiffs and Lead Counsel believe that the Settlement provides a substantial benefit to the Settlement Class, namely \$50,000,000.00 in cash (less the various deductions described in this Notice), as compared to the risk that the claims in the Action would produce a smaller, or no, recovery after summary judgment, trial, and appeals, possibly years in the future.

27. Defendants have denied each and all the claims and contentions asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. Defendants have agreed to the Settlement solely to eliminate the burden and expense of continued litigation. Accordingly, as noted above, the Settlement may not be construed as an admission of any wrongdoing by Defendants.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

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

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

29. As a Settlement Class Member, you are represented by Lead Plaintiffs and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her appearance on the attorneys listed in the section entitled, "When and Where Will the Court Decide Whether to Approve the Settlement?" below.

30. If you are a Settlement Class Member and do not wish to remain a Settlement Class Member, you may exclude yourself from the Settlement Class by following the instructions in the section entitled, "What If I Do Not Want to Be a Member of the Settlement Class? How Do I Exclude Myself?" below.

31. If you are a Settlement Class Member and you wish to object to the Settlement, the Plan of Allocation, or Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses, and if you do not exclude yourself from the Settlement Class, you may present your objections by following the instructions in the section entitled, "When and Where Will the Court Decide Whether to Approve the Settlement?" below.

32. If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). The Judgment will dismiss with prejudice the claims against the Defendant Releasees (as defined in paragraph 34 below) and will provide that, upon the Effective Date of the Settlement, Lead Plaintiffs and each of the other Settlement Class Members, on behalf of themselves, and each of their respective current and former Officers, directors, agents, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, employees, and attorneys, in their capacities as such, shall be deemed to have, and by operation of the Stipulation, of law, and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs’ Claim (as defined in paragraph 33 below) against the Defendants and the other Defendant Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs’ Claims against any of the Defendant Releasees.

33. “Released Plaintiffs’ Claims” means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, statutory, common, or foreign law, or any other rule or regulation, that Plaintiffs or any other member of the Settlement Class: (i) asserted in the Action; or (ii) could have asserted in any forum, that arise out of, are based upon, or relate to, directly or indirectly, in whole or in part, (A) the allegations, transactions, facts, matters or occurrences, events, disclosures, representations, statements, omissions, acts, or alleged failures to act that were involved, set forth, or referred to in the Action or that otherwise would have been barred by res judicata had the Action been fully litigated to a final judgment and that arise out of or relate to the purchase, sale, acquisition, or retention of HD Supply common stock during the Settlement Class Period; or (B) Defendants’ and/or their attorneys’ defense or settlement of the Action and/or the claims alleged therein. Released Plaintiffs’ Claims do not include: (i) any claims relating to the enforcement of the Settlement; (ii) any claims asserted in the consolidated shareholder derivative action filed in the United States District Court for the Northern District of Georgia, entitled *In re HD Supply Holdings, Inc. Derivative Litigation*, Case No. 1:17-cv-02977-MLB (N.D. Ga.), including any cases consolidated with or into that shareholder derivative action; (iii) any claims asserted in the shareholder derivative action filed in the Delaware Court of Chancery entitled *Hendren v. HD Supply Holdings, Inc.*, C.A. No. 2018-0643-AGB (Del. Ch.); (iv) any putative derivative claims asserted in the stockholder litigation demand pursuant to Del. Ch. Ct. Rule 23.1 *et seq* set forth in the December 4, 2018, letter from Michael C. Hilton, M.D. to HD Supply’s Board of Directors and/or the October 16, 2018, letter from Kevin Ortenzio to HD Supply’s Board of Directors; or (v) any claims of any person or entity who or which submitted a request for exclusion from the Settlement Class that was accepted by the Court.

34. “Defendant Releasees” means Defendants and their respective current, former, and future parents, affiliates, subsidiaries, and divisions and their respective present and former employees, members, principals, Officers, directors, controlling shareholders, partnerships, partners, trustees, trusts, attorneys, advisors, accountants, auditors, and insurers (including the Defendants’ director and officer liability insurance carriers) and reinsurers of each of them, and the successors, predecessors, estates, Immediate Family, heirs, executors, assigns, assignees, administrators, agents, and legal or personal representatives of each of them, in their capacities as such.

35. “Unknown Claims” means any Released Plaintiffs’ Claims that any Plaintiff or any other Settlement Class Member or Plaintiff Releasee does not know or suspect to exist in his, her, or its favor at the time of the release of such claims and any Released Defendants’ Claims that any Defendant or any other Defendant Releasee does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiffs and Defendants shall expressly waive, and each of the other Settlement Class Members and Releasees shall be deemed to have waived, and by operation of the Judgment or the Alternate Judgment, if applicable, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Parties acknowledge that they may hereafter discover facts in addition to or different from those which they or their counsel now know or believe to be true with respect to the subject matter of the Released Claims, but the Parties hereby expressly settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and release any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

36. Plaintiffs and Defendants acknowledge, and each of the other Settlement Class Members and Releasees shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

37. The Judgment will also provide that, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of the Stipulation, of law, and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Defendants' Claim (as defined in paragraph 38 below) against any of the Plaintiff Releasees (as defined in paragraph 39 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants' Claims against any of the Plaintiff Releasees.

38. "Released Defendants' Claims" means all claims, rights, liabilities, and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, statutory, common, or foreign law, or any other rule or regulation, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action against Defendants. Released Defendants' Claims do not include: (i) any claims relating to the enforcement of the Settlement; or (ii) any claims against any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.

39. "Plaintiff Releasees" means Plaintiffs, their respective attorneys, and all other Settlement Class Members, and their respective current and former Officers, directors, insurers, agents, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, employees, and attorneys, in their capacities as such.

40. The Judgment will also provide that, upon the Effective Date, to the extent allowed by law, the Stipulation shall operate conclusively as an estoppel and full defense in the event, and to the extent, of any claim, demand, action, or proceeding brought by a Settlement Class Member against any of the Defendant Releasees with respect to any Released Plaintiffs' Claim, or brought by a Defendant against any of the Plaintiff Releasees with respect to any Released Defendants' Claim.

41. The Judgment shall, among other things, provide for the dismissal with prejudice of the Action against the Defendant Releasees, without costs to any Party or the D&O Insurers, except for the payments expressly provided for in the Stipulation.

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

42. To be potentially eligible for a payment from the proceeds of the Settlement, you must be a member of the Settlement Class and you must timely complete and return a Claim Form with adequate supporting documentation postmarked no later than July 18, 2020. A Claim Form is included with this Notice, or you may obtain one from the website maintained by the Claims Administrator for the Settlement, www.HDSupplySecuritiesLitigation.com, or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll free at 1-833-935-1377. Please retain all records of your ownership of and transactions in HD Supply common stock, as they may be needed to document your Claim. If you request exclusion from the Settlement Class or do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.

HOW MUCH WILL MY PAYMENT BE?

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

44. Pursuant to the Settlement, Defendants have agreed to cause the D&O Insurers to pay fifty million dollars (\$50,000,000.00) in cash. The Settlement Amount will be deposited into an escrow account. The Settlement Amount plus any and all interest earned thereon is referred to as the "Settlement Fund." If the Settlement is approved by the Court and the Effective Date occurs, the Net Settlement Fund (i.e., the Settlement Amount plus any and all interest earned thereon [the "Settlement Fund"] less [a] any Taxes and tax expenses, [b] any Notice and Administration Costs, [c] any Litigation Expenses awarded by the Court, and [d] any attorneys' fees awarded by the Court) will be distributed to Settlement Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

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

46. No Defendant Releasee or any person or entity that paid any portion of the Settlement Amount on Defendants' behalf are entitled to get back any portion of the Settlement Fund once the Court's order or judgment approving the Settlement becomes Final. Defendants shall not have any liability, obligation, or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund, or the Plan of Allocation. In no instance shall any Defendant Releasee be required to pay any amount other than as expressly provided for in the Stipulation.

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

48. Unless the Court otherwise orders, any Settlement Class Member who fails to submit a Claim Form postmarked on or before July 18, 2020, shall be fully and forever barred from receiving payments pursuant to the Settlement, but will in all other respects remain a Settlement Class Member and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the releases given. This means that each Settlement Class Member releases the Released Plaintiffs' Claims (as defined in paragraph 33 above) against the Defendant Releasees (as defined in paragraph 34 above) and will be enjoined and prohibited from filing, prosecuting, or pursuing any of the Released Plaintiffs' Claims against any of the Defendant Releasees whether or not such Settlement Class Member submits a Claim Form.

49. Participants in and beneficiaries of a plan covered by ERISA ("ERISA Plan") should NOT include any information relating to their transactions in HD Supply common stock held through the ERISA Plan in any Claim Form that they may submit in this Action. They should include ONLY those shares that they purchased or acquired outside of the ERISA Plan.

50. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Settlement Class Member.

51. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim Form.

52. Only Settlement Class Members, i.e., persons and entities who purchased or otherwise acquired HD Supply common stock during the Settlement Class Period and were damaged as a result of such purchases or acquisitions, will be potentially eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Settlement Class by definition or that exclude themselves from the Settlement Class pursuant to request will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Claim Forms. The only security that is included in the Settlement is HD Supply common stock.

PROPOSED PLAN OF ALLOCATION

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

54. In developing the Plan of Allocation, Lead Plaintiffs' damages expert calculated the estimated amount of artificial inflation in the per share closing price of HD Supply common stock which allegedly was proximately caused by Defendants' alleged false and misleading statements and material omissions.

55. In calculating the estimated artificial inflation allegedly caused by Defendants' alleged misrepresentations and omissions, Lead Plaintiffs' damages expert considered price changes in HD Supply common stock in reaction to certain public announcements allegedly revealing the truth concerning Defendants' alleged misrepresentations and material omissions, adjusting for price changes that were attributable to market or industry forces. In addition, Lead Plaintiffs' damages expert took into consideration that certain significant new information concerning HD Supply that was unrelated to Lead Plaintiffs' allegations was revealed on the alleged disclosure dates, and that this information likely contributed to HD Supply's stock price declines on those dates. The estimated artificial inflation in HD Supply common stock is stated in Tables A-1 and A-2 of this Notice.

56. In order to have recoverable damages, the disclosure of the allegedly misrepresented information must be the cause of the decline in the price of HD Supply common stock. In this case, Lead Plaintiffs allege that Defendants made false statements and omitted material facts during the period between November 9, 2016, and June 5, 2017, inclusive, which had the effect of artificially inflating the price of HD Supply common stock. Lead Plaintiffs further allege that corrective information was released to the market on: March 14, 2017 (before market open) and June 6, 2017 (before market open), which partially removed the artificial inflation from the price of HD Supply common stock on March 14, 2017, and June 6-7, 2017.²

57. Recognized Loss Amounts are based primarily on the difference in the amount of alleged artificial inflation in the prices of HD Supply common stock at the time of purchase or acquisition and at the time of sale or the difference between the actual purchase price and sale price. Accordingly, in order to have a Recognized Loss Amount under the Plan of Allocation, a Settlement Class Member who or which purchased or otherwise acquired HD Supply common stock prior to the first corrective disclosure, which occurred before the open of financial markets on March 14, 2017, must have held his, her, or its shares of HD Supply common stock through at least the open of trading on March 14, 2017. A Settlement Class Member who purchased or otherwise acquired publicly-traded HD Supply common stock on March 14, 2017, through and including the close of trading on June 5, 2017, must have held those shares through at least the open of trading on June 6, 2017.

CALCULATION OF RECOGNIZED LOSS AMOUNTS

58. Based on the formula stated below, a Recognized Loss Amount will be calculated for each purchase or acquisition of HD Supply common stock that is listed on the Claim Form and for which adequate documentation is provided. If a Recognized Loss Amount calculates to a negative number or zero under the formula below, that number will be zero.

59. For each share of HD Supply common stock purchased or otherwise acquired during the Settlement Class Period (i.e., during the period from November 9, 2016, through and including the close of trading on June 5, 2017), and:

- (i) sold before March 14, 2017, the Recognized Loss Amount will be \$0.00.
- (ii) sold from March 14, 2017, through and including the close of trading on June 5, 2017, the Recognized Loss Amount will be ***the lesser of***: (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table A-1 below minus the amount of artificial inflation per share on the date of sale as stated in Table A-2 below; (ii) the purchase/acquisition price minus the sale price.
- (iii) sold from June 6, 2017, through and including the close of trading on September 1, 2017, the Recognized Loss Amount will be ***the least of***: (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table A-1 minus the amount of artificial inflation per share on the date of sale as stated in Table A-2; (ii) the purchase/acquisition price minus the average closing price between June 6, 2017, and the date of sale as stated in Table B below; or (iii) the purchase/acquisition price minus the sale price.
- (iv) held as of the close of trading on September 1, 2017, the Recognized Loss Amount will be ***the lesser of***: (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table A-1 below; or (ii) the purchase/acquisition price minus \$31.42.³

ADDITIONAL PROVISIONS

60. **Calculation of Claimant's "Recognized Claim"**: A Claimant's "Recognized Claim" will be the sum of his, her, or its Recognized Loss Amounts as calculated above with respect to HD Supply common stock.

² With respect to the partial corrective disclosure that occurred on June 6, 2017, the alleged artificial inflation was removed from the price of HD Supply common stock over the following days: Tuesday, June 6, 2017, and Wednesday, June 7, 2017.

³ Pursuant to Section 21D(e)(1) of the Exchange Act, "in any private action arising under this chapter in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market." Consistent with the requirements of the Exchange Act, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of HD Supply common stock during the "90-day look-back period," June 6, 2017, through and including September 1, 2017. The mean (average) closing price for HD Supply common stock during this 90-day look back period was \$31.42.

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

62. **“Purchase/Sale” Dates:** Purchases or acquisitions and sales of HD Supply common stock will be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance, or operation of law of HD Supply common stock during the Settlement Class Period shall not be deemed a purchase, acquisition, or sale of HD Supply common stock for the calculation of a Claimant’s Recognized Loss Amount, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition/sale of HD Supply common stock unless: (i) the donor or decedent purchased or otherwise acquired or sold HD Supply common stock during the Settlement Class Period; (ii) the instrument of gift or assignment specifically provides that it is intended to transfer such rights; and (iii) no Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such shares of HD Supply common stock.

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

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

65. **Common Stock Purchased/Sold Through the Exercise of Options:** With respect to HD Supply common stock purchased or sold through the exercise of an option, the purchase/sale date of the common stock is the exercise date of the option and the purchase/sale price is the exercise price of the option.

66. **Determination of Distribution Amount:** If the sum total of Recognized Claims of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Authorized Claimant shall receive his, her, or its pro rata share of the Net Settlement Fund. The pro rata share will be the Authorized Claimant’s Recognized Claim divided by the total of Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

67. If an Authorized Claimant’s distribution amount calculates to less than \$10.00, no distribution will be made to that Authorized Claimant.

68. After the initial distribution of the Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the Net Settlement Fund nine (9) months after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determine that it is cost-effective to do so, the Claims Administrator will conduct a redistribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such redistribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such redistribution. Additional redistributions to Authorized Claimants who have cashed their prior checks and who would receive at least \$10.00 on such additional redistributions may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determine that additional redistributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such redistributions, would be cost-effective. At such time as it is determined that the redistribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance will be contributed to non-sectarian, not-for-profit, 501(c)(3) organization(s), to be recommended by Lead Counsel and approved by the Court.

69. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, will be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiffs, Plaintiffs’ Counsel, Lead Plaintiffs’ damages expert, Lead Plaintiffs’ consulting experts, Defendants, Defendants’ Counsel, or any of the other Plaintiffs’ Releasees or Defendants’ Releasees, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further Orders of the Court. Lead Plaintiffs, Defendants, and their respective counsel, and all other Defendants’ Released Parties, shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the Plan of Allocation; the determination, administration, calculation, or payment of any Claim or nonperformance of the Claims Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.

70. The Plan of Allocation stated herein is the plan that is being proposed to the Court for its approval by Lead Plaintiffs after consultation with their damages expert. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Settlement Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the case website, www.HDSupplySecuritiesLitigation.com.

Table A-1

**Estimated Artificial Inflation with Respect to Purchases/Acquisitions of HD Supply Common Stock
November 9, 2016, through and including June 5, 2017**

| Date Range | Artificial Inflation per Share |
|-----------------------------------|---------------------------------------|
| November 9, 2016 – March 13, 2017 | \$5.19 |
| March 14, 2017 – June 5, 2017 | \$3.81 |
| After June 5, 2017 | \$0.00 |

Table A-2

**Estimated Artificial Inflation with Respect to Sales of HD Supply Common Stock November 9, 2016, through
and including June 6, 2017**

| Date Range | Artificial Inflation per Share |
|-----------------------------------|---------------------------------------|
| November 9, 2016 – March 13, 2017 | \$5.19 |
| March 14, 2017 – June 5, 2017 | \$3.81 |
| June 6, 2017 | \$0.60 |
| After June 6, 2017 | \$0.00 |

TABLE B

**90-Day Look-back Table for HD Supply Common Stock
Closing Price and Average Closing Price
June 6, 2017, through September 1, 2017**

| Date | Closing Price | Average Closing Price Between June 6, 2017, and Date Shown | Date | Closing Price | Average Closing Price Between June 6, 2017, and Date Shown |
|-------------|----------------------|---|-------------|----------------------|---|
| 6/6/2017 | \$34.03 | \$34.03 | 7/21/2017 | \$31.70 | \$31.31 |
| 6/7/2017 | \$32.81 | \$33.42 | 7/24/2017 | \$32.11 | \$31.33 |
| 6/8/2017 | \$32.02 | \$32.95 | 7/25/2017 | \$32.13 | \$31.35 |
| 6/9/2017 | \$31.51 | \$32.59 | 7/26/2017 | \$32.18 | \$31.38 |
| 6/12/2017 | \$31.41 | \$32.36 | 7/27/2017 | \$32.41 | \$31.40 |
| 6/13/2017 | \$31.34 | \$32.19 | 7/28/2017 | \$32.35 | \$31.43 |
| 6/14/2017 | \$32.51 | \$32.23 | 7/31/2017 | \$32.49 | \$31.46 |
| 6/15/2017 | \$32.04 | \$32.21 | 8/1/2017 | \$32.04 | \$31.47 |
| 6/16/2017 | \$31.72 | \$32.15 | 8/2/2017 | \$31.48 | \$31.47 |
| 6/19/2017 | \$32.38 | \$32.18 | 8/3/2017 | \$31.60 | \$31.47 |
| 6/20/2017 | \$32.08 | \$32.17 | 8/4/2017 | \$31.59 | \$31.48 |
| 6/21/2017 | \$32.19 | \$32.17 | 8/7/2017 | \$31.81 | \$31.48 |
| 6/22/2017 | \$31.92 | \$32.15 | 8/8/2017 | \$31.31 | \$31.48 |
| 6/23/2017 | \$31.20 | \$32.08 | 8/9/2017 | \$30.89 | \$31.47 |

| | | | | | |
|-----------|---------|---------|-----------|---------|---------|
| 6/26/2017 | \$31.30 | \$32.03 | 8/10/2017 | \$30.06 | \$31.44 |
| 6/27/2017 | \$30.99 | \$31.97 | 8/11/2017 | \$30.76 | \$31.42 |
| 6/28/2017 | \$30.62 | \$31.89 | 8/14/2017 | \$31.59 | \$31.43 |
| 6/29/2017 | \$30.56 | \$31.81 | 8/15/2017 | \$31.01 | \$31.42 |
| 6/30/2017 | \$30.63 | \$31.75 | 8/16/2017 | \$30.56 | \$31.40 |
| 7/3/2017 | \$31.15 | \$31.72 | 8/17/2017 | \$30.32 | \$31.38 |
| 7/5/2017 | \$30.88 | \$31.68 | 8/18/2017 | \$30.39 | \$31.36 |
| 7/6/2017 | \$30.35 | \$31.62 | 8/21/2017 | \$30.11 | \$31.34 |
| 7/7/2017 | \$30.42 | \$31.57 | 8/22/2017 | \$31.07 | \$31.33 |
| 7/10/2017 | \$30.49 | \$31.52 | 8/23/2017 | \$30.78 | \$31.32 |
| 7/11/2017 | \$29.82 | \$31.45 | 8/24/2017 | \$31.08 | \$31.32 |
| 7/12/2017 | \$29.46 | \$31.38 | 8/25/2017 | \$31.52 | \$31.32 |
| 7/13/2017 | \$30.21 | \$31.33 | 8/28/2017 | \$31.49 | \$31.33 |
| 7/14/2017 | \$30.70 | \$31.31 | 8/29/2017 | \$32.15 | \$31.34 |
| 7/17/2017 | \$30.24 | \$31.28 | 8/30/2017 | \$32.75 | \$31.36 |
| 7/18/2017 | \$31.27 | \$31.28 | 8/31/2017 | \$33.30 | \$31.39 |
| 7/19/2017 | \$31.26 | \$31.27 | 9/1/2017 | \$33.02 | \$31.42 |
| 7/20/2017 | \$31.91 | \$31.29 | | | |

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

71. Plaintiffs’ Counsel have not received any payment for their services in pursuing claims against the Defendants on behalf of the Settlement Class, nor have Plaintiffs’ Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel will apply to the Court for an award of attorneys’ fees for all Plaintiffs’ Counsel in an amount not to exceed thirty percent (30%) of the Settlement Fund. At the same time, Lead Counsel also intends to apply for reimbursement of Litigation Expenses in an amount not to exceed \$475,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiffs directly related to their representation of the Settlement Class. The Court will determine the amount of any award of attorneys’ fees or reimbursement of Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

**WHAT IF I DO NOT WANT TO BE A MEMBER OF THE SETTLEMENT CLASS?
HOW DO I EXCLUDE MYSELF?**

72. Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails or delivers a written request for exclusion from the Settlement Class, addressed to HD Supply Securities Litigation, EXCLUSIONS, P.O. Box 3076, Portland, OR 97208-3076. The exclusion request must be received no later than June 30, 2020. You will not be able to exclude yourself from the Settlement Class after that date. Each request for exclusion must (a) state the name, address, and telephone number of the person or entity requesting exclusion, and in the case of entities the name and telephone number of the appropriate contact person; (b) state that such person or entity “requests exclusion from the Settlement Class in *In re HD Supply Holdings, Inc. Securities Litigation*, Case No. 1:17-CV-02587-ELR (N.D. Ga.)”; (c) state the number of HD Supply common stock shares that the person or entity requesting exclusion purchased/acquired and sold during the Settlement Class Period, as well as the dates and prices of each such purchase/acquisition and sale, and the number of shares held at the beginning of the Settlement Class Period; and (d) be signed by the person or entity requesting exclusion or an authorized representative. A request for exclusion shall not be effective unless it provides all the information called for in this paragraph and is received within the time stated above, or is otherwise accepted by the Court.

73. If you do not want to be part of the Settlement Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Plaintiffs' Claim against any of the Defendant Releasees.

74. If you ask to be excluded from the Settlement Class, you will not be eligible to receive any payment out of the Net Settlement Fund.

75. HD Supply has the right to terminate the Settlement if valid requests for exclusion are received from persons and entities entitled to be members of the Settlement Class in an amount that exceeds an amount agreed to by Lead Plaintiffs and HD Supply, as set forth in a confidential Supplemental Agreement.

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

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

77. The Settlement Hearing will be held on July 21, 2020, at 9:30 a.m., before the Honorable Eleanor L. Ross at the United States District Court for the Northern District of Georgia, Richard B. Russell Federal Building, 2211 United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303-3309. The Court reserves the right to approve the Settlement, the Plan of Allocation, Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses, and/or any other matter related to the Settlement at or after the Settlement Hearing with such modification(s) as may be consented to by the Parties to the Stipulation and without further notice to the members of the Settlement Class.

78. Any Settlement Class Member who or which does not request exclusion may object to the Settlement, the proposed Plan of Allocation, or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Clerk's Office at the United States District Court for the Northern District of Georgia at the address set forth below on or before June 30, 2020. You must also serve the papers on Lead Counsel and on Defendants' Counsel at the addresses set forth below so that the papers are received on or before June 30, 2020.

Clerk's Office

United States Courthouse
Richard B. Russell Federal Building
2211 United States Courthouse
75 Ted Turner Drive, SW
Atlanta, GA 30303-3309

Lead Counsel

Saxena White P.A.
Lester R. Hooker, Esq.
7777 Glades Rd., Suite 300
Boca Raton, FL 33434

Defendants' Counsel

King & Spalding LLP
M. Robert Thornton, Esq.
Benjamin Lee, Esq.
1180 Peachtree St. NE
Suite 1600
Atlanta, GA 30309

79. Any objection (a) must state the name, address, and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the Settlement Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court's attention; and (c) must include documents sufficient to prove membership in the Settlement Class, including the number of shares of HD Supply common stock that the objecting Settlement Class Member purchased/acquired and sold during the Settlement Class Period, as well as the dates and prices of each such purchase/acquisition and sale, and the number of shares held at the beginning of the Settlement Class Period. You may not object to the Settlement, the Plan of Allocation, or Lead Counsel's motion for attorneys' fees and reimbursement of Litigation Expenses if you exclude yourself from the Settlement Class or if you are not a member of the Settlement Class.

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

81. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses, and if you timely file and serve a written objection as described above, you must also file a notice of appearance with the Clerk's Office and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth above so that it

is received on or before June 30, 2020. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

82. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth in paragraph 78 above so that the notice is received on or before June 30, 2020.

83. The Court may adjourn the Settlement Hearing or any adjournment thereof without further written notice of any kind to the Settlement Class. Settlement Class Members should check the Settlement website at www.HDSupplySecuritiesLitigation.com, the Court's PACER site (defined in paragraph 86 below), or contact Lead Counsel at the address in paragraph 86 below.

84. Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?

85. If you purchased or otherwise acquired HD Supply common stock during the Settlement Class Period for the beneficial interest of persons or organizations other than yourself, you must either (a) within seven (7) calendar days of receipt of this Notice, request from the Claims Administrator sufficient copies of the Notice and Claim Form (the "Notice Packet") to forward to all such beneficial owners, and within seven (7) calendar days of receipt of those Notice Packets, forward them to all such beneficial owners; or (b) within seven (7) calendar days of receipt of this Notice, provide a list of the names and addresses of all such beneficial owners to HD Supply Securities Litigation, P.O. Box 3076, Portland, OR 97208-3076. If you choose the second option, the Claims Administrator will send a copy of the Notice Packet to the beneficial owners. Upon full compliance with these directions, such nominees may obtain reimbursement of their reasonable expenses incurred, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice and the Claim Form may also be obtained from the website maintained by the Claims Administrator, www.HDSupplySecuritiesLitigation.com, or by calling the Claims Administrator toll-free at 1-833-935-1377.

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

86. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in this Action, you are referred to the papers on file in the Action, including the Stipulation, which are available by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.gand.uscourts.gov/>, or by visiting the Office of the Clerk, Richard B. Russell Federal Building, 2211 United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303-3309, which may be inspected during regular office hours. Additionally, copies of the Stipulation and any related orders entered by the Court will be posted on the website maintained by the Claims Administrator, www.HDSupplySecuritiesLitigation.com.

Inquiries, other than requests for the Notice and Claim Form, should be directed to:

SAXENA WHITE P.A.
Lester R. Hooker, Esq.
7777 Glades Rd., Suite 300
Boca Raton, FL 33434
561-206-6708
lhooker@saxenawhite.com

and/or

HD Supply Securities Litigation
P.O. Box 3076
Portland, OR 97208-3076
833-935-1377
www.HDSupplySecuritiesLitigation.com
info@HDSupplySecuritiesLitigation.com

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

Dated: March 20, 2020

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