UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 14D-9
(Rule 14d-101)

Solicitation/Recommendation Statement
Under Section 14(d)(4) of the Securities Exchange Act of 1934

(Amendment No. 1)

NIMBLE STORAGE, INC.
(Name of Subject Company)

NIMBLE STORAGE, INC.
(Name of Person Filing Statement)

Common Stock, par value $0.001 per share
(Title of Class of Securities)

65440R101
(CUSIP Number of Class of Securities)

Suresh Vasudevan
Chief Executive Officer
Nimble Storage, Inc.
211 River Oaks Parkway
San Jose, California 95134
(408) 432-9600
(Name, address and telephone number of person authorized to receive notices and communications on behalf of the persons filing statement)

With copies to:

Gordon K. Davidson, Esq.
Lynda M. Twomey, Esq.
Fenwick & West LLP
801 California Street
Mountain View, CA 94041
(650) 988-8500

Aparna Bawa, Esq.
Vice President, General Counsel and Secretary
Nimble Storage, Inc.
211 River Oaks Parkway
San Jose, California 95134
(408) 432-9600

☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Introduction

This Amendment No. 1 (the " *Amendment No. 1* ") amends and supplements the Solicitation/Recommendation Statement on Schedule 14D-9 (as amended, the " *Schedule 14D-9* ") originally filed with the Securities and Exchange Commission (the " *SEC* ") on March 17, 2017 by Nimble Storage, Inc., a Delaware corporation (" *Nimble Storage* "), in connection with the tender offer by Nebraska Merger Sub, Inc. (" *Merger Sub* "), a Delaware corporation and wholly owned subsidiary of Hewlett Packard Enterprise Company (" *Parent* "), a Delaware corporation, to purchase all of the issued and outstanding shares of Nimble Storage common stock, par value $0.001 per share (each, a " *Share* ") at a purchase price of $12.50 per Share, net to the seller in cash, without interest thereon, and less any applicable withholding taxes, upon the terms and subject to the conditions set forth in the Agreement and Plan of Merger, dated as of March 6, 2017, by and among Nimble Storage, Parent and Merger Sub and the Offer to Purchase, dated March 17, 2017 (as may be amended or supplemented from time to time, the " *Offer to Purchase* "), and in the related Letter of Transmittal (as may be amended or supplemented from time to time, the " *Letter of Transmittal* ," which, together with the Offer to Purchase and other related materials, as each may be amended or supplemented from time to time, constitutes the " *Offer* "). The Offer is described in a Tender Offer Statement on Schedule TO, filed by Merger Sub with the SEC on March 17, 2017. The Offer to Purchase and Letter of Transmittal are filed as Exhibits (a)(1)(A) and (a)(1)(B) to the Schedule 14D-9, respectively, and are incorporated therein by reference.

Except as otherwise set forth below, the information in the Schedule 14D-9 remains unchanged and is incorporated by reference as relevant to the items in this Amendment No. 1. Capitalized terms used but not defined herein have the meaning ascribed to them in the Schedule 14D-9. This Amendment No. 1 is being filed to reflect certain updates as reflected below.

Item 8. Additional Information.

Item 8 of the Schedule 14D-9 is hereby amended and supplemented by inserting after the subsection titled "Annual and Quarterly Reports" a new subsection entitled "Certain Litigation" and the disclosure set forth below:

"On March 21, 2017, Dennis Huston, a purported stockholder of Nimble Storage, filed a putative securities class action complaint in the United States District Court for the Northern District of California against Nimble Storage and the individual members of the Board, captioned *Huston v. Nimble Storage Inc., et . al.* , Case No. 3:17-cv-1533 (the " *Huston Complaint* "). On March 22, 2017, Paul Parshall, a purported stockholder of Nimble Storage, filed a putative securities class action complaint in the United States District Court for the Northern District of California against Nimble Storage, Parent, Merger Sub and the individual members of the Board, captioned *Parshall v. Nimble Storage Inc., et. al.* , Case No. 3:17-cv-01538 (the " *Parshall Complaint* ," and together with the Huston Complaint, the " *Securities Complaints* "). The Securities Complaints each assert that Nimble Storage and certain of its directors violated sections 14(e), 14(d)(4), and 20(a) of the Exchange Act by making untrue statements of material fact and omitting certain material facts related to the Transactions in this Schedule 14D-9. The Securities Complaints allege that the Schedule 14D-9 fails to disclose information concerning the background of the process and events leading up to the proposed transaction, the potential conflicts of interest of Nimble Storage's officers and directors, as well as its financial advisor and the timing and nature of communications, if any, regarding future employment of Nimble Storage's officers and directors. The Parshall Complaint also alleges that the Schedule 14D-9 omits certain information regarding the financial projections and financial analyses by Nimble Storage's financial advisor in support of its fairness opinion and among other things, that the Merger Consideration and Offer Price are inadequate and that certain "deal protection devices" contained in the Merger Agreement have "locked up" the Transactions and precluded the entry of other bidders. The Huston Complaint seeks, among other things, (i) a declaration that the Schedule 14D-9 is materially false and misleading, (ii) to enjoin the Offer, (iii) in the event that the Transactions are consummated prior to a final judgment, a rescission thereof or an award of rescissory damages, (iv) money damages and (v) an award of attorneys' fees and experts' fees. The Parshall Complaint seeks, among other things, (i) to enjoin the Transactions, (ii) in the event that the Transactions are consummated, a rescission thereof or an award of rescissory damages, (iii) direction to the members of the Board to file a Schedule 14D-9 correcting the alleged misstatements and omissions, (iv) a declaration that the defendants violated sections 14(e), 14(d)(4) and 20(a) of the Exchange Act and (v) an award of attorneys' fees and experts' fees."

The foregoing description is qualified in its entirety by reference to the Huston Complaint and the Parshall Complant, which are attached as Exhibits (a)(5)(I) and (a)(5)(J), respectively, to this Amendment No. 1."

Item 9. Exhibits.

Item 9 of the Schedule 14D-9 is hereby amended and supplemented by adding the following exhibits:

Exhibit No.	Description
(a)(5)(I)*	Class Action Complaint as filed March 21, 2017 (*Huston v. Nimble Storage Inc., et. al.* , Case No. 3:17-cv-1533).
(a)(5)(J)*	Class Action Complaint as filed March 22, 2017 (*Parshall v. Nimble Storage Inc., et. al.* , Case No. 3:17-cv-01538).

* Filed herewith

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

NIMBLE STORAGE, INC.

Date: March 23, 2017

By: /s/ Anup Singh
Anup Singh
Chief Financial Officer

Rosemary M. Rivas (State Bar No. 209147)
Email: rrivas@zlk.com
LEVI & KORSINSKY LLP
44 Montgomery Street, Suite 650
San Francisco, California 94104
Telephone: (415) 291-2420
Facsimile: (415) 484-1294

Attorneys for Individual and Representative
Plaintiff Dennis Huston

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

DENNIS HUSTON, on behalf of himself and all others similarly situated,

Plaintiff,

vs.

NIMBLE STORAGE, INC., FRANK CALDERONI, JAMES J. GOETZ, WILLIAM JENKINS, JR., JERRY M. KENNELLY, WILLIAM J. SCHROEDER, BOB KELLY, VARUN MEHTA, and SURESH VASUDEVAN,

Defendants.

Case No. 3:17-cv-1533

CLASS ACTION COMPLAINT FOR VIOLATION OF THE FEDERAL SECURITIES LAWS

JURY TRIAL DEMANDED

Plaintiff Dennis Huston ("Plaintiff"), by his undersigned attorneys, alleges the following on information and belief, except as to the allegations specifically pertaining to Plaintiff, which are based on personal knowledge.

NATURE AND SUMMARY OF THE ACTION

1. Plaintiff brings this action as a public stockholder of Nimble Storage, Inc. ("Nimble Storage" or the "Company"), on behalf of himself and the class of public stockholders of Nimble Storage, against the members of Nimble Storage's Board of Directors (the "Board" or

the "Individual Defendants") and Nimble Storage for their violations of Section 14(d)(4), and Rule 14D-9 promulgated thereunder by the U.S. Securities and Exchange Commission (the "SEC"), and Sections 14(e) and 20(a). Specifically, Defendants solicit the tendering of stockholder shares to approve the sale of the Company to Hewlett Packard Enterprise Company ("Parent") and Nebraska Merger Sub, Inc. ("Merger Sub," and together with Parent, "HP") (the "Proposed Transaction") through a recommendation statement that omits material facts necessary to make the statements therein not false or misleading. Stockholders need this material information to decide whether to tender their shares or pursue their appraisal rights.

2. On March 6, 2017, the Company announced that it had entered into a definitive agreement (the "Merger Agreement") by which Parent, through its wholly owned subsidiary, Merger Sub, would acquire Nimble Storage through a tender offer to acquire all of the outstanding shares of Nimble Storage for $12.50 per share in cash (the "Tender Offer"). The Proposed Transaction is valued at slightly more than $1 billion.

3. On March 17, 2017, HP commenced the Tender Offer, which is set to expire at 12:00 midnight on April 13, 2017 (the "Expiration Date").

4. In connection with the commencement of the Tender Offer, the Company filed a Recommendation Statement on Schedule 14D-9 (the "Recommendation Statement") with the SEC. The Recommendation Statement is materially deficient and misleading because, *inter alia,* it fails to disclose material information about the process leading to the Merger Agreement. Without all material information Nimble Storage stockholders cannot make an informed decision to exchange their shares in the Tender Offer. The failure to adequately disclose such material information constitutes a violation of §§ 14(d)(4), 14(e) and 20(a) of the Exchange Act.

5. For these reasons and as set forth in detail herein, the Individual Defendants have violated federal securities laws. Accordingly, Plaintiff seeks to enjoin the Proposed Transaction or, in the event the Proposed Transaction is consummated, recover damages resulting from the Individual Defendants' violations of these laws. Judicial intervention is warranted here to rectify existing and future irreparable harm to the Company's stockholders.

JURISDICTION AND VENUE

6. The claims asserted herein arise under §§ 14(a) and 20(a) of the Exchange Act, 15 U.S.C. § 78aa. The Court has subject matter jurisdiction pursuant to § 27 of the Exchange Act, 15 U.S.C. §78aa, and 28 U.S.C. § 1331 (federal question jurisdiction). This Court has jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

7. The Court has personal jurisdiction over all of the defendants because each is either a corporation that conducts business in and maintains operations in this District, or is an individual who is either present in this District for jurisdictional purposes or has sufficient minimum contacts with this District so as to render the exercise of jurisdiction by this Court permissible under traditional notions of fair play and substantial justice.

8. Venue is proper in this District under § 27 of the Exchange Act, 15 U.S.C. §78aa, as well as pursuant to 28 U.S.C. § 1391, because: (i) the conduct at issue took place and had an effect in this District; (ii) Nimble Storage maintains its principal place of business in this District and each of the Individual Defendants, and Company officers or directors, either resides in this District or has extensive contacts within this District; (iii) a substantial portion of the transactions and wrongs complained of herein, occurred in this District; (iv) most of the relevant documents pertaining to Plaintiff's claims are stored (electronically and otherwise), and evidence exists, in this District; and (v) defendants have received substantial compensation in this District by doing business here and engaging in numerous activities that had an effect in this District.

THE PARTIES

9. Plaintiff is, and has been at all times relevant hereto, a stockholder of Nimble Storage.

10. Defendant Nimble Storage is a Delaware corporation with its headquarters located at 211 River Oaks Parkway, San Jose, California, 95134. Nimble Storage common stock trades on the New York Stock Exchange under the ticker symbol "NMBL."

11. Defendant Frank Calderoni ("Calderoni") has served as a director of the Company since June 2012.

12. Defendant James J. Goetz ("Goetz") has served as a director of the Company since December 2007.

13. Defendant William Jenkins Jr. ("Jenkins") has served as a dir3ctof of the Company since March 2015.

14. Defendant Jerry M. Kennelly ("Kennelly") has served as a director of the Company since March 2013. Defendant Kennelly is the Company's lead independent director.

15. Defendant Bob Kelly ("Kelly") has served as a director of the Company since 2016.

16. Defendant Varun Mehta ("Mehta" founded the Company in 2008 and has served as a director since November 2007.

17. Defendant William J. Schroeder ("Schroeder") has served as a director of the Company since April 2013.

18. Defendant Suresh Vasudevan ("Vasudevan") has served as a director of the Company since 2009 and as Chief Executive Officer since 2011.

19. Defendants Calderoni, Goetz, Jenkins, Kennelly, Kelly, Mehta, Schroeder, and Vasudevan are collectively referred to herein as the "Individual Defendants," and the Individual Defendants are sometimes collectively referred to herein as the "Board."

20. Defendants Nimble Storage and the Individual Defendants are collectively referred to as the "Defendants."

CLASS ACTION ALLEGATIONS

21. Plaintiff brings his claims against the Individual Defendants as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of all persons and entities that own Nimble Storage common stock (the "Class"). Excluded from the Class are defendants and their affiliates, immediate families, legal representatives, heirs, successors or assigns and any entity in which defendants have or had a controlling interest.

22. Plaintiff's claim is properly maintainable as a class action under Rule 23 of the Federal Rules of Civil Procedure.

23. The Class is so numerous that joinder of all members is impracticable. While the exact number of Class members is unknown to Plaintiff at this time and can only be ascertained through discovery, Plaintiff believes that there are thousands of members in the Class. As of March 2, 2017, there were 88,900,521 shares of Company common stock issued and outstanding. All members of the Class may be identified from records maintained by Nimble Storage or its transfer agent and may be notified of the pendency of this action by mail, using forms of notice similar to that customarily used in securities class actions.

24. Questions of law and fact are common to the Class and predominate over questions affecting any individual Class member, including, among inter alia:

(a) Have the Defendants solicited the tendering of shares with a materially false, misleading and/or incomplete recommendation statement; and

(b) Is the Class entitled to injunctive relief or damages as a result of Defendants' wrongful conduct.

25. Plaintiff will fairly and adequately protect the interests of the Class, and has no interests contrary to or in conflict with those of the Class that Plaintiff seeks to represent. Plaintiff has retained competent counsel experienced in litigation of this nature.

26. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy. Plaintiff knows of no difficulty to be encountered in the management of this action that would preclude its maintenance as a class action.

27. Defendants have acted on grounds generally applicable to the Class with respect to the matters complained of herein, thereby making appropriate the relief sought herein with respect to the Class as a whole.

SUBSTANTIVE ALLEGATIONS

Background of the Company

28. Nimble Storage is a global leader in predictive flash storage solutions. It combines predictive analytics and flash memory storage to simplify operations on-site and in the cloud. Nimble Storage has more than 9,450 customers across 50 countries. Nimble Storage was founded in 2007 and is based in San Jose, California

29. In a press release dated March 7, 2017, HP announced that it had entered into the Merger Agreement with the Company, pursuant to which the Company will be acquired by HP in a tender offer in which Nimble Storage stockholders will receive $12.50 in cash for each share of Nimble Storage common stock. This represents a total equity value slightly above $1 billion.

30. In relevant part, the press release reads:

PALO ALTO, Calif., March 7, 2017 – Hewlett Packard Enterprise (NYSE:HPE) today announced it has entered into a definitive agreement to acquire Nimble Storage, the San Jose, Calif.-based provider of predictive all-flash and hybrid-flash storage solutions. HPE will pay $12.50 per share in cash, representing a net cash purchase price at closing of $1.0 billion. In addition to the purchase price, HPE will assume or pay out Nimble's unvested equity awards, with a value of approximately $200 million at closing.

Flash storage is a fast-growing market and an increasingly important element of today's hybrid IT environment. The overall flash market was estimated to be approximately $15 billion in 2016 and is expected to be nearly $20 billion by 2020, with the all-flash segment growing at a nearly 17 percent compound annual growth rate.

Nimble's predictive flash offerings for the entry to midrange segments are complementary to HPE's scalable midrange to high-end 3PAR solutions and affordable MSA products. This deal will enable HPE to deliver a full range of superior flash storage solutions for customers across every segment.

In addition, HPE plans to incorporate Nimble's InfoSight Predictive Analytics platform across its storage portfolio, which will enable a stronger, simplified support experience for HPE customers. For example, InfoSight automatically detects 90 percent of all issues within a customer's infrastructure, and resolves over 85 percent of them. This dramatically reduces the amount of time and effort a customer's IT team spends on support activities.

"Nimble Storage's portfolio complements and strengthens our current 3PAR products in the high-growth flash storage market and will help us deliver on our vision of making Hybrid IT simple for our customers," said Meg Whitman, President and CEO, Hewlett Packard Enterprise. "And, this acquisition is exactly aligned with the strategy and capital allocation approach we've laid out. We remain focused on high-growth and higher-margin segments of the market."

* * *

"Customers deploying hybrid IT not only need the performance of flash storage but are looking for predictive intelligence to optimize their infrastructure," said

Antonio Neri, Executive Vice President and General Manager of the Enterprise Group, Hewlett Packard Enterprise. "With Nimble Storage and 3PAR, we can now deliver on those storage needs and provide more effective on-premises control and performance, at public cloud economics."

By bringing together complementary product portfolios and leveraging HPE's expansive go-to-market capability, partner ecosystem, and leading server platform, HPE and Nimble will be able to significantly accelerate the financial performance of the combined business.

* * *

"Over 10,000 enterprises are using Nimble Storage because our Predictive Cloud Platform is reliably fast, radically simple, and cloud ready," said Suresh Vasudevan, CEO at Nimble Storage. "This acquisition validates our technology leadership in flash and in the use of cloud-based predictive analytics. We're confident that by combining Nimble Storage's technology leadership with HPE's global distribution strength, strong brand, and enterprise relationships, we're creating expansion opportunities for the combined company."

* * *

The deal is expected to be accretive to HPE earnings in the first full fiscal year following the close.

Under the terms of the agreement, a subsidiary of HPE will commence a tender offer to purchase any and all of the outstanding shares of Nimble common stock for $12.50 per share in cash. Nimble stockholders representing approximately 21 percent of Nimble's outstanding shares have entered into a Tender and Support Agreement committing them to tender their shares into the tender offer. The completion of the tender offer is subject to customary terms and closing conditions, including Nimble stockholders tendering a majority of Nimble's outstanding shares in the offer, and receipt of specified regulatory approvals.

Following the successful completion of the tender offer, the agreement provides that Nimble will merge with a subsidiary of HPE and become a wholly owned subsidiary of HPE, and all remaining outstanding shares of Nimble will receive in the merger the same consideration paid to other stockholders in the tender offer.

Following the completion of the transaction, Nimble shares will be delisted from the New York Stock Exchange.

The tender offer and merger and closing of the transaction are expected to be completed in April, subject to the satisfaction or waiver of the offer conditions set forth in the agreement.

The Process Preceding the Execution of the Proposed Transaction

31. The Company began considering a sale to HP in the autumn of 2016. Following contact from another company, Party A, in October 2016 regarding a potential strategic transaction, rumors began circulating regarding HP's interest in acquiring a company like Nimble Storage.

32. On November 9, 2016, the Chief Financial Officer of the Company, Anup Singh, spoke to Goldman, Sachs, & Co. ("Goldman") to determine whether HP might have an interest in a strategic transaction with the Company. Goldman had acted as the lead underwriter in the Company's IPO and continued to provide financial advice. Around the same time, Defendant Vasudevan also requested that one of his contacts at HP put him in touch with Mr. Vishal Bhagwati, the senior vice president of corporate development at HP.

33. Following this outreach, the parties held a meeting on November 14, 2016 to discuss a potential merger. The same day, Goldman discussed other potential strategic partners with Mr. Singh and Defendant Vasudevan.

34. During a meeting on November 17, 2016, Defendant Vasudevan made the Board aware of potential acquisition by Party A or HP. The Board created a subcommittee to steer negotiations of a potential acquisition, but did not provide them with any authority to act in a binding manner without the Board's consent.

35. Later that day, HP and the Company entered into a non-disclosure agreement. On December 9, 2016, the Company entered into a non-disclosure agreement with Party A.

36. After due diligence conducted by both HP and Party A, in late December Party A withdrew from discussions because it "was undergoing a significant change in management."

37. On January 31, 2017, HP delivered a non-binding proposal at a purchase price of $10.50 per share. Defendant Vasudevan informed Mr. Bhagwati that the price was inadequate in his view and that he believed the Board would be interested in an offer between $14.00 and $15.00 per share. Defendant Vasudevan then discussed the proposal with the strategic transaction subcommittee.

38. The next day, Mr. Bhagwati informed Defendant Vasudevan that his Board would be willing to increase the offer to $11.75 per share. The same day, at the behest of Defendant Vasudevan, Goldman reached out to a Party B to gauge its interest in a strategic transaction.

39. The Board held a special meeting on February 2, 2017 to discuss progress in negotiations. After review of negotiations, the Board authorized Defendant Vasudevan to respond that the current price offered by HP was inadequate, and to negotiate for a higher purchase price. The Board then authorized the Company to engage Goldman as its financial advisor relating to a potential acquisition.

40. After HP revised its indication of interest to $12.00 per share on February 3, 2017, Defendant Vasudevan responded that the price would need to be closer to $14.00 per share. Later that day, HP communicated a best and final offer of $12.50 per share.

41. The Board held a meeting the next day to consider ongoing negotiations. Goldman and Company management reviewed outreach efforts to six other parties, none of whom were interested or able to enter into a strategic transaction at a price competitive with HP's existing offer. The Board then determined it would be in the best interest of the Company to continue negotiations on an exclusive basis with HP.

42. Negotiations of the merger agreement and other documents, including support agreements for certain executives and Sequoia Capital, a large shareholder, continued over the next month.

43. During a meeting on March 6, 2017, the Board reviewed the potential merger. Goldman presented its financial analysis underlying its fairness opinion, and presented its oral fairness opinion. The Board then unanimously agreed to approve the Merger Agreement.

44. Later that day, the Company and HP executed the Merger Agreement.

45. Before the opening of trading on March 7, 2017, HP and Nimble Storage executed the Merger Agreement and issued a press release announcing the Proposed Transaction.

The Recommendation Statement Materially Misleads Stockholders By Omission

46. Defendants filed the Recommendation Statement with the SEC in connection with the Proposed Transaction. As alleged below and elsewhere herein, the Recommendation Statement omits material information that must be disclosed to Nimble Storage's stockholders to avoid materially misleading stockholders and enabling them to render an informed decision with respect to the Proposed Transaction.

47. The Recommendation Statement omits material information with respect to the process and events leading up to the Proposed Transaction. This omitted information renders the Recommendation Statement materially misleading. If disclosed, the omitted information would significantly alter the total mix of information available to Nimble Storage's stockholders.

48. The Recommendation Statement omits material information regarding potential conflicts of interest of the Company's officers and directors, as well as Goldman.

49. Specifically, the Recommendation Statement fails to disclose the timing and nature of all communications, if any, regarding future employment of Nimble Storage's officers and directors, including who participated in all such communications.

50. Communications regarding post-transaction employment during the negotiation of the underlying transaction must be disclosed to stockholders, particularly where members of management have entered into support agreements locking up their shares in the Proposed Transaction. This information is necessary for stockholders to understand potential conflicts of interest of management and the Board, as that information provides illumination concerning motivations that would prevent fiduciaries from acting solely in the best interests of the Company's stockholders. The omission of this material information renders the Recommendation Statement false and misleading, including, *inter alia,* the "Background of the Merger Agreement" section of the Recommendation Statement.

51. Additionally, the Recommendation Statement states that "Goldman Sachs has provided certain financial advisory and/or underwriting services to the Nimble Storage and/or its affiliates from time to time," but it fails to disclose the nature, timing, and compensation earned by Goldman for those past services.

52. Full disclosure of investment banker compensation and all potential conflicts is required due to the central role played by investment banks in the evaluation, exploration, selection, and implementation of strategic alternatives.

53. These omissions of material fact represent selective disclosures made by Defendants in the Recommendation Statement that significantly alter the total mix of information that Defendants used to market the Proposed Transaction. Defendants have misled investors into believing the Proposed Transaction is fair while refusing to disclose the full picture provided to the Board by its financial advisor.

54. Accordingly, Plaintiff seeks injunctive and other equitable relief to prevent the irreparable injury that Company stockholders will continue to suffer absent judicial intervention.

CLAIMS FOR RELIEF

COUNT I

Individual Claims Against All Defendants for Violations of § 14(e) of the Securities Exchange Act of 1934

55. Plaintiff incorporates each and every allegation set forth above as if fully set forth herein.

56. Section 14(e) of the Exchange Act provides that it is unlawful "for any person to make any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made, in the light of the circumstances under which they are made, not misleading…" 15 U.S.C. § 78n(e).

57. As discussed above, Nimble Storage filed and delivered the Recommendation Statement to its stockholders, which defendants knew or recklessly disregarded contained material omissions and misstatements as set forth above.

58. Defendants violated § 14(e) of the Exchange Act by issuing the Recommendation Statement in which they made untrue statements of material facts or failed to state all material facts necessary in order to make the statements made, in the light of the circumstances under which they are made, not misleading, or engaged in deceptive or manipulative acts or practices, in connection with the tender offer commenced in conjunction with the Proposed Transaction. Defendants knew or recklessly disregarded that the Recommendation Statement failed to disclose material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

59. The Recommendation Statement was prepared, reviewed and/or disseminated by defendants. It misrepresented and/or omitted material facts, including material information about the consideration offered to stockholders via the tender offer, the intrinsic value of the Company, and potential conflicts of interest faced by certain Individual Defendants.

60. In so doing, defendants made untrue statements of material facts and omitted material facts necessary to make the statements that were made not misleading in violation of § 14(e) of the Exchange Act. By virtue of their positions within the Company and/or roles in the process and in the preparation of the Recommendation Statement, defendants were aware of this information and their obligation to disclose this information in the Recommendation Statement.

61. The omissions and incomplete and misleading statements in the Recommendation Statement are material in that a reasonable stockholder would consider them important in deciding whether to tender their shares or seek appraisal. In addition, a reasonable investor would view the information identified above which has been omitted from the Recommendation Statement as altering the "total mix" of information made available to stockholders.

62. Defendants knowingly or with deliberate recklessness omitted the material information identified above from the Recommendation Statement, causing certain statements therein to be materially incomplete and therefore misleading. Indeed, while defendants undoubtedly had access to and/or reviewed the omitted material information in connection with approving the Proposed Transaction, they allowed it to be omitted from the Recommendation Statement, rendering certain portions of the Recommendation Statement materially incomplete and therefore misleading.

63. The misrepresentations and omissions in the Recommendation Statement are material to Plaintiff, and Plaintiff will be deprived of their entitlement to make a fully informed decision if such misrepresentations and omissions are not corrected prior to the expiration of the tender offer.

COUNT II

Claims Against All Defendants for Violations of § 14(d)(4) of the Securities Exchange Act of 1934 and SEC Rule 14d-9 (17 C.F.R. § 240.14d-9)

64. Plaintiff repeats and realleges the preceding allegations as if fully set forth herein.

65. Defendants have caused the Recommendation Statement to be issued with the intention of soliciting stockholder support of the Proposed Transaction.

66. Section 14(d)(4) of the Exchange Act and SEC Rule 14d-9 promulgated thereunder require full and complete disclosure in connection with tender offers.

67. The Recommendation Statement violates § 14(d)(4) and Rule 14d-9 because it omits material facts, including those set forth above, which omissions render the Recommendation Statement false and/or misleading.

68. Defendants knowingly or with deliberate recklessness omitted the material information identified above from the Recommendation Statement, causing certain statements therein to be materially incomplete and therefore misleading. Indeed, while defendants undoubtedly had access to and/or reviewed the omitted material information in connection with approving the Proposed Transaction, they allowed it to be omitted from the Recommendation Statement, rendering certain portions of the Recommendation Statement materially incomplete and therefore misleading.

69. The misrepresentations and omissions in the Recommendation Statement are material to Plaintiff, and Plaintiff will be deprived of their entitlement to make a fully informed decision if such misrepresentations and omissions are not corrected prior to the expiration of the tender offer.

70. The misrepresentations and omissions in the Recommendation Statement are material to Plaintiff, and Plaintiff will be deprived of their entitlement to make a fully informed decision if such misrepresentations and omissions are not corrected prior to the expiration of the tender offer.

COUNT II

Claims Against the Individual Defendants for Violations of § 20(a)

71. Plaintiff repeats and realleges the preceding allegations as if fully set forth herein.

72. The Individual Defendants acted as controlling persons of Nimble Storage within the meaning of Section 20(a) of the 1934 Act as alleged herein. By virtue of their positions as officers and/or directors of Nimble Storage and participation in and/or awareness of the Company's operations and/or intimate knowledge of the false statements contained in the Recommendation Statement, they had the power to influence and control and did influence and control, directly or indirectly, the decision making of the Company, including the content and dissemination of the various statements that plaintiff contends are false and misleading.

73. Each of the Individual Defendants was provided with or had unlimited access to copies of the Recommendation Statement alleged by Plaintiff to be misleading prior to and/or shortly after these statements were issued and had the ability to prevent the issuance of the statements or cause them to be corrected.

74. In particular, each of the Individual Defendants had direct and supervisory involvement in the day-to-day operations of the Company, and, therefore, is presumed to have had the power to control and influence the particular transactions giving rise to the violations as alleged herein, and exercised the same. The Recommendation Statement contains the unanimous recommendation of the Individual Defendants to approve the Proposed Transaction. They were thus directly in the making of the Recommendation Statement.

75. By virtue of the foregoing, the Individual Defendants violated Section 20(a) of the 1934 Act.

76. As set forth above, the Individual Defendants had the ability to exercise control over and did control a person or persons who have each violated Sections 14(d)(4) and 14(e) of the 1934 Act and Rule 14d-9, by their acts and omissions as alleged herein. By virtue of their positions as controlling persons, these defendants are liable pursuant to Section 20(a) of the 1934 Act. As a direct and proximate result of defendants' conduct, Plaintiff is threatened with irreparable harm.

PRAYER FOR RELIEF

WHEREFORE , Plaintiff demands judgment against defendants jointly and severally, as follows:

(A) declaring this action to be a class action and certifying Plaintiff as the Class representatives and his counsel as Class counsel;

(B) declaring that the Recommendation Statement is materially false or misleading;

(C) enjoining, preliminarily and permanently, the Proposed Transaction;

(D) in the event that the transaction is consummated before the entry of this Court's final judgment, rescinding it or awarding Plaintiff and the Class rescissory damages;

(E) directing that Defendants account to Plaintiff and the other members of the Class for all damages caused by them and account for all profits and any special benefits obtained as a result of their breaches of their fiduciary duties.

(F) awarding Plaintiff the costs of this action, including a reasonable allowance for the fees and expenses of Plaintiff's attorneys and experts; and

(G) granting Plaintiff and the other members of the Class such further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff demands a trial by jury.

DATED: March 22, 2017

LEVI & KORSINSKY LLP

By: /s/ *Rosemary M. Rivas*
Rosemary M. Rivas

Rosemary M. Rivas
44 Montgomery Street, Suite 650
San Francisco, California 94104
Telephone: (415) 291-2420
Facsimile: (415) 484-1294

Counsel for Individual and Representative
Plaintiff Dennis Huston

Donald J. Enright (to be admitted *pro hac vice)*
LEVI & KORSINSKY LLP
1101 30th Street NW, Suite 115
Washington, DC 20007
Tel: (202) 524-4290
Fax: (202) 337-1567
Email: denright@zlk.com

Counsel for Plaintiff Dennis Huston and
the Proposed Class

Rosemary M. Rivas (SBN 209147)
rrivas@zlk.com
LEVI & KORSINSKY LLP
44 Montgomery Street, Suite 650
San Francisco, CA 94104
Telephone: (415) 291-2420
Facsimile: (415) 484-1294

Attorneys for Plaintiff

[Additional Counsel on Signature Page]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

PAUL PARSHALL, Individually and On Behalf of All Others Similarly Situated,

Plaintiff,

v.

NIMBLE STORAGE, INC., SURESH VASUDEVAN, VARUN MEHTA, FRANK CALDERONI, JAMES J. GOETZ, WILLIAM JENKINS JR., JERRY M. KENNELLY, WILLIAM J. SCHROEDER, BOB KELLY, HEWLETT PACKARD ENTERPRISE COMPANY, AND NEBRASKA MERGER SUB, INC.,

Defendants.

Case No. 3:17-cv-01538

CLASS ACTION

COMPLAINT FOR VIOLATION OF THE SECURITIES EXCHANGE ACT OF 1934

JURY TRIAL DEMANDED

Plaintiff, by and through his attorneys, alleges upon personal knowledge as to himself, and upon information and belief based upon, among other things, the investigation of counsel as to all other allegations herein, as follows:

SUMMARY OF THE ACTION

1. This action stems from a proposed transaction announced on March 7, 2017 (the "Proposed Transaction"), pursuant to which Nimble Storage, Inc. ("Nimble Storage" or the "Company") will be acquired by Hewlett Packard Enterprise Company ("Parent"), and Nebraska Merger Sub, Inc. ("Merger Sub," and together with Parent, "Hewlett Packard").

2. On March 6, 2017, Nimble Storage's Board of Directors (the "Board" or "Individual Defendants") caused the Company to enter into an agreement and plan of merger (the "Merger Agreement") with Hewlett Packard. Pursuant to the terms of the Merger Agreement, shareholders of Nimble Storage will receive $12.50 in cash for each share of Nimble Storage common stock.

3. On March 17, 2017, defendants filed a Solicitation/Recommendation Statement (the "Solicitation Statement") with the United States Securities and Exchange Commission ("SEC") in connection with the Proposed Transaction.

4. The Solicitation Statement omits material information with respect to the Proposed Transaction, which renders the Solicitation Statement false and misleading. Accordingly, plaintiff alleges herein that defendants violated Sections 14(e), 14(d), and 20(a) of the Securities Exchange Act of 1934 (the "1934 Act") in connection with the Solicitation Statement.

JURISDICTION AND VENUE

5. This Court has jurisdiction over all claims asserted herein pursuant to Section 27 of the 1934 Act because the claims asserted herein arise under Sections 14(e), 14(d), and 20(a) of the 1934 Act and Rule 14a-9.

6. This Court has jurisdiction over defendants because each defendant is either a corporation that conducts business in and maintains operations within this District, or is an individual with sufficient minimum contacts with this District so as to make the exercise of jurisdiction by this Court permissible under traditional notions of fair play and substantial justice.

7. Venue is proper under 28 U.S.C. § 1391 because a substantial portion of the transactions and wrongs complained of herein occurred in this District.

PARTIES

8. Plaintiff is, and has been continuously throughout all times relevant hereto, the owner of Nimble Storage common stock.

9. Defendant Nimble Storage is a Delaware corporation and maintains its principal executive offices at 211 River Oaks Parkway, San Jose, California 95134. Nimble Storage's common stock is traded on the New York Stock Exchange under the ticker symbol "NMBL."

10. Defendant Suresh Vasudevan ("Vasudevan") has served as a director of Nimble Storage since 2009 and as Chief Executive Officer ("CEO") since 2011.

11. Defendant Varun Mehta ("Mehta") is a director of Nimble Storage and was the founding CEO in 2008.

12. Defendant Frank Calderoni ("Calderoni") is a director of Nimble Storage. According to the Company's website, Calderoni is Chair of the Audit Committee and a member of the Compensation Committee.

13. Defendant James J. Goetz ("Goetz") is a director of Nimble Storage. According to the Company's website, Goetz is a member of the Compensation Committee.

14. Defendant William Jenkins Jr. ("Jenkins") is a director of Nimble Storage. According to the Company's website, Jenkins is a member of the Audit Committee.

15. Defendant Jerry M. Kennelly ("Kennelly") is a director of Nimble Storage. According to the Company's website, Kennelly is Chair of the Compensation Committee and Lead Independent Director.

16. Defendant William J. Schroeder ("Schroeder") is a director of Nimble Storage. According to the Company's website, Schroeder is Chair of the Nominating and Governance Committee and a member of the Audit Committee.

17. Defendant Bob Kelly ("Kelly") is a director of Nimble Storage. According to the Company's website, Kelly is a member of the Nominating and Governance Committee.

18. The defendants identified in paragraphs 10 through 17 are collectively referred to herein as the "Individual Defendants."

19. Defendant Parent is a Delaware corporation and a party to the Merger Agreement.

20. Defendant Merger Sub is a Delaware corporation, a wholly-owned subsidiary of Parent, and a party to the Merger Agreement.

CLASS ACTION ALLEGATIONS

21. Plaintiff brings this action as a class action on behalf of himself and the other public stockholders of Nimble Storage (the "Class"). Excluded from the Class are defendants herein and any person, firm, trust, corporation, or other entity related to or affiliated with any defendant.

22. This action is properly maintainable as a class action.

23. The Class is so numerous that joinder of all members is impracticable. As of March 2, 2017, there were approximately 88,900,521 shares of Nimble Storage common stock outstanding, held by hundreds, if not thousands, of individuals and entities scattered throughout the country.

24. Questions of law and fact are common to the Class, including, among others, whether defendants will irreparably harm plaintiff and the other members of the Class if defendants' conduct complained of herein continues.

25. Plaintiff is committed to prosecuting this action and has retained competent counsel experienced in litigation of this nature. Plaintiff's claims are typical of the claims of the other members of the Class and plaintiff has the same interests as the other members of the Class. Accordingly, plaintiff is an adequate representative of the Class and will fairly and adequately protect the interests of the Class.

26. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications that would establish incompatible standards of conduct for defendants, or adjudications that would, as a practical matter, be dispositive of the interests of individual members of the Class who are not parties to the adjudications or would substantially impair or impede those non-party Class members' ability to protect their interests.

27. Defendants have acted, or refused to act, on grounds generally applicable to the Class as a whole, and are causing injury to the entire Class. Therefore, final injunctive relief on behalf of the Class is appropriate.

SUBSTANTIVE ALLEGATIONS

Background of the Company and the Proposed Transaction

28. Nimble Storage's enduring mission is to engineer and deliver the industry's most efficient flash storage platform. Its Predictive Flash platform is comprised of a Unified Flash Fabric that provides a single consolidation architecture with common data services across a portfolio of All Flash and Adaptive Flash arrays and InfoSight predictive analytics with integrated support and service offerings. It enables IT organizations to optimize performance, capacity and cost for all applications running across the data center and maintain a 99.9997% measured uptime with InfoSight cloud-based management software.

29. Six components form the foundation of the Predictive Flash platform and the value it provides to IT organizations:

- Its AF-Series All Flash arrays, announced in February 2016, combine the high performance of flash with InfoSight's predictive analytics to deliver the performance, scalability and availability required to optimize high-performance applications with deterministic latency requirements.
- Its CS-Series Adaptive Flash arrays combine a flash-optimized hybrid architecture with InfoSight's predictive analytics to deliver the performance, scale and availability required for mainstream applications and mixed workloads that are sensitive to cost of capacity or do not require the deterministic performance of all flash.
- Its Unified Flash Fabric enables IT organizations to deploy and manage AF-Series All Flash arrays and CS-Series Adaptive Flash arrays together as a single entity with common data services that enable transparent data and application mobility at a lower cost of capacity than all flash arrays alone. In addition, the AF-Series All Flash arrays, with advanced data reduction capabilities, provide inline variable block deduplication and variable block compression that can achieve five-to-one reduction for certain workloads to increase the useable effective capacity of individual arrays and scale-out clusters.

- InfoSight cloud-based predictive analytics enable IT organizations to prevent issues and avoid downtime, conduct rapid root cause analysis across all layers of IT infrastructure and accurately predict future needs, providing planning best practices based on big data and predictive analytics gleaned from across the entire end-customer installed base.
- SmartStack is a range of integrated infrastructure solutions jointly developed by Nimble Storage and Cisco that combine our arrays with the Cisco Unified Computing System. SmartStack solutions span pre-validated, pre-tested Cisco Validated Designs, or CVDs, and reference architectures across a range of enterprise applications and workloads. The solutions enable IT organizations to accelerate application deployments and time to value, scale compute networking and storage performance independently to adapt to changing business needs and reduce the complexity and risk associated with managing data center infrastructure.
- Its Timeless Storage offering represents an unwavering commitment to the complete satisfaction of our end-customers. Our All Flash and Adaptive Flash arrays ship with all-inclusive software and flat support pricing for the life of the product. In addition, for All Flash arrays introduced in February 2016, our end-customers that opt to renew three-year support contracts have an option to receive a free controller upgrade that is guaranteed to be faster.

30. Collectively, the Company believes that its Predictive Flash platform delivers absolute performance that scales, non-stop availability and cloud-like agility. This unique combination of predictive analytics and flash storage enables IT organizations to deliver data velocity. The Company believes immediate access to data improves user productivity and accelerates business processes, increasing business value.

31. On November 22, 2016, Nimble Storage issued a press release wherein it reported its third quarter 2017 results.

32. Among other things, the Company reported total revenue increased 26% to $102.0 million for the third quarter of fiscal 2017, up from $80.7 million in the third quarter of fiscal 2016.

33. In addition, the Company reported the following business highlights:

- **Partnership with Lenovo to Transform the Data Center.** This strategic partnership encompasses Lenovo flash-based storage and converged infrastructure solutions powered by Nimble. Lenovo and Nimble will enable the transformation of data center capabilities by delivering new levels of efficiency and scale, and slashing the time IT teams spend managing infrastructure.
- **Named a Leader in the 2016 Gartner Magic Quadrant for General- Purpose Disk Arrays.** Nimble has been positioned furthest on the visionary axis in the Leaders quadrant. The report analyzes hybrid and solid-state arrays that support storage area network and network-attached storage protocols. This is the second consecutive year Nimble has been placed in the Leaders quadrant of the Gartner Magic Quadrant for General-Purpose Disk Arrays.
- **Released Aggressive Entry Point to All Flash Storage.** The new Nimble AF1000 offers a full-featured all flash array with superior scalability, allowing customers to start small and scale non-disruptively up to 8PB at a substantially lower cost.
- **Introduced a New Generation of Adaptive Flash Arrays.** The new portfolio consists of the CS1000, CS3000, CS5000 and CS7000, delivering up to 2X performance improvement and 40% lower cost of capacity compared to the previous generation of CS-Series Adaptive Flash arrays.
- **Nimble Storage Predictive Flash Becomes App-Centric.** Nimble introduced a comprehensive suite of features that are optimized around fast and predictable application delivery, including Quality of Service and secure multi-tenancy. Nimble now also offers app-based pricing for Storage on Demand, providing a cloud-like pricing model where enterprises only pay for the storage consumed by each application. Additionally, Nimble now supports native persistent storage for Docker Containers, adding to the app-level granularity Nimble provides through VMware VVols and native support for OpenStack Clouds.
- **Enabling Cloud Service Providers to Enhance Offerings.** Nimble announced a new Cloud Service Provider program, enabling cloud partners to increase competitive advantage by offering comprehensive premium services. New features for Cloud Service Providers allow them to offer premium app-centric services to their customers, including Quality of Service, secure multi-tenancy, and app-based Storage on Demand pricing.
- **Investment in Channel Ecosystem with SiteAnalyzer.** Cloud-based SiteAnalyzer expands InfoSight Predictive Analytics by delivering deep visibility into non-Nimble end user environments, eliminating guesswork that can shorten the sales cycle.

- **OpenStack 8.0 Certification Completed.** Nimble Predictive All Flash and Adaptive Flash arrays have been certified with Red Hat OpenStack Platform 8, ensuring that Nimble products and services are fully tested, supported, and certified to perform with Red Hat technologies.
- **Mark Stevens Named Vice President of EMEA.** Stevens brings nearly 35 years of technical, sales and leadership experience to Nimble. He will draw from his extensive background in the enterprise storage space to accelerate enterprise and channel strategy across EMEA.
- **Nimble Storage Recognized for Exceptional Growth and Innovation.**
  - 2016 CRN Tech Innovator award presented to Nimble for the AF1000 All Flash array. This new entry-level all flash array from Nimble was recognized for being the most innovative storage product in the channel.
  - Deloitte's 2016 Technology Fast 500 ranked Nimble 63 on its list for fastest growing companies in North America.
  - Computerworld Malaysia awarded Nimble the 2016 Readers Choice Award. A combination of price, performance, features, reliability and ease of use lead Nimble to earning the award for networked storage.

34. With respect to the strong results, Individual Defendant Vasudevan, CEO of the Company, commented:

We executed well in Q3FY17, with strong momentum driven by All Flash arrays and growth in strategic customer segments. Our annualized AFA bookings run-rate is approximately $100M in just our second full quarter of shipping AFAs. Bookings from Large Enterprises grew 53% and Cloud Service Providers grew 65% over Q3FY16[.] . . . The differentiation of our Predictive Flash platform is driving market-share gains and strong win-rates. A single architecture across All Flash and Adaptive Flash arrays is designed to accelerate every enterprise application. Our cloud-based predictive analytics delivers unmatched reliability and radically simplifies operations for customers.

35. The Board caused the Company to enter into the Merger Agreement, pursuant to which Nimble Storage will be acquired for inadequate consideration.

36. The Individual Defendants have all but ensured that another entity will not emerge with a competing proposal by agreeing to a "no solicitation" provision in the Merger

Agreement that prohibits the Individual Defendants from soliciting alternative proposals and severely constrains their ability to communicate and negotiate with potential buyers who wish to submit or have submitted unsolicited alternative proposals. Section 6.02(a) of the Merger Agreement states:

> (a) No Solicitation. Until the earlier of the Effective Time and the valid termination of this Agreement pursuant to Section 9.01, the Company shall not, and shall cause its Subsidiaries and the officers and directors of the Company and its Subsidiaries not to, and shall use reasonable best efforts to cause its other Representatives not to, directly or indirectly, (i) solicit, initiate, endorse, knowingly facilitate or knowingly encourage the submission or announcement of any inquiries, proposals or offers that constitute or would reasonably be expected to lead to any Takeover Proposal, (ii) provide any nonpublic information concerning the Company or any of its Subsidiaries to any person or group in connection with any Takeover Proposal or any inquiry, proposal or offer that would reasonably be expected to lead to any Takeover Proposal, or engage in any discussions or negotiations with respect to any Takeover Proposal (other than solely to inform any relevant third party of the restrictions in this Section 6.02), (iii) approve, support, adopt, endorse or recommend any Takeover Proposal, (iv) take any action to make the provisions of any Takeover Law inapplicable to any person other than Parent and its Affiliates or to any transactions constituting or contemplated by a Takeover Proposal, (v) otherwise cooperate with or assist or participate in, or knowingly facilitate, any such inquiries, proposals, offers, discussions or negotiations, or (vi) resolve or agree to do any of the foregoing. Subject to Section 6.02(b), the Company shall, and shall cause its Subsidiaries and its and their respective officers and directors to, and shall use reasonable best efforts to cause its and their respective other Representatives to, immediately cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with any person or groups that may be ongoing with respect to any Takeover Proposal or potential Takeover Proposal. The Company shall promptly after the date hereof instruct each person (if any) that has heretofore executed a confidentiality agreement (other than the Confidentiality Agreement) relating to a Takeover Proposal or potential Takeover Proposal with or for the benefit of the Company promptly to return to the Company or destroy all information, documents, and materials relating to the Takeover Proposal or to the Company or its businesses, operations or affairs heretofore furnished by the Company, any of its Subsidiaries or any of their respective Representatives to such person or any of its Representatives in accordance with the terms of such confidentiality agreement, and shall enforce (including by seeking an injunction) the contractual rights of the Company or any of its Subsidiaries under any such agreement with respect thereto, and shall enforce, and not waive, terminate or modify without Parent's prior written consent, any standstill or similar provision in any confidentiality, standstill or other agreement with such person; provided that the Company may waive any standstill or similar provisions to the extent necessary to permit a person to make, on a confidential basis to the Company Board, a Takeover Proposal, conditioned upon such person agreeing to disclosure of such Takeover Proposal to Parent and Merger Sub, in each case as contemplated by this Section 6.02 (provided, further that the Company may only take such action if

the Company Board determines in good faith (after consultation with its outside legal counsel) that the failure of the Company Board to take such action would reasonably be expected to be inconsistent with the Company Board's fiduciary duties under applicable Law). The Company shall not, and shall not permit any of its Subsidiaries or its or their respective Representatives to, enter into any confidentiality agreement subsequent to the date hereof which prohibits the Company from providing to Parent the information required to be provided to Parent pursuant to this Section 6.02.

37. Further, the Company must promptly advise Hewlett Packard of any proposals or inquiries received from other parties. Section 6.02(c) of the Merger Agreement states:

(c) Notice to Parent of Takeover Proposals. The Company shall promptly (and, in any event, within one (1) Business Day) notify Parent orally and in writing in the event that the Company, any of its Subsidiaries or any of their respective Representatives receives any Takeover Proposal, or any initial request for nonpublic information concerning the Company or any of its Subsidiaries related to, or from any person or group in connection with, any Takeover Proposal or any inquiry, proposal or offer that would reasonably be expected to lead to any Takeover Proposal, or any initial request for discussions or negotiations related to any Takeover Proposal (and any material changes related to any of the foregoing), and in connection with such notice, provide the identity of the person or group making such Takeover Proposal or request and the material terms and conditions thereof (including, if available, copies of any written requests, proposals or offers, including proposed agreements, and written summaries of the material terms of any oral requests, proposals or offers) and the nature of such request, and thereafter the Company shall keep Parent reasonably informed on a reasonably timely basis of the status and material details of discussions with respect thereto, including any material changes to the terms thereof. Without limiting any of the foregoing, the Company shall promptly (and in any event within one (1) Business Day) notify Parent in writing if it determines to begin providing information or to begin engaging in discussions or negotiations concerning a Takeover Proposal pursuant to Section 6.02(b) and shall in no event begin providing such information or begin engaging in such discussions or negotiations prior to providing such notice. The Company shall provide Parent with at least one (1) Business Day's prior notice (or such shorter notice as may be provided to the Company Board) of each meeting of the Company Board at which the Company Board is reasonably expected to consider any Takeover Proposal.

38. Moreover, the Merger Agreement contains a highly restrictive "fiduciary out" provision permitting the Board to withdraw its approval of the Proposed Transaction under extremely limited circumstances, and grants Hewlett Packard a "matching right" with respect to any "Superior Proposal" made to the Company. Section 6.02(e) of the Merger Agreement provides, in relevant part:

(e) Change of Recommendation. Notwithstanding Section 6.02(d), at any time prior to the Acceptance Time, the Company Board may, subject to compliance in all material respects with the other provisions of this Section 6.02, (x) terminate this Agreement pursuant to Section 9.01(f) in order to enter into an Acquisition Agreement providing for a Superior Proposal, or (y) effect an Adverse Recommendation Change in response to an Intervening Event; provided that (1) the Company Board determines in good faith (after consultation with its outside legal counsel) that the failure to take such action would reasonably be expected to be inconsistent with its fiduciary duties under applicable Law, (2) in the case of Section 6.02(e)(x), the Company Board determines in good faith (after consultation with its outside legal counsel and financial advisors) that the applicable Takeover Proposal constitutes a Superior Proposal and the Company terminates this Agreement pursuant to Section 9.01(f), (3) the Company has provided prior written notice to Parent and Merger Sub, at least four (4) Business Days in advance, that it will take the applicable action referred to in Section 6.02(e)(x) or (y) and specifying in reasonable detail the reasons therefor (a "Notice of Intended Recommendation Change") (which notice shall not itself constitute an Adverse Recommendation Change), and (4) the Company has complied in all material respects with the following additional covenants:

(i) if such action is being taken pursuant to Section 6.02(e)(x), and if requested by Parent, after providing any such Notice of Intended Recommendation Change, the Company shall, and shall instruct its Representatives to, negotiate with Parent and Merger Sub in good faith during any such four (4) Business Day period (it being understood and agreed that any material amendment to the terms of any such Superior Proposal (and in any event including any amendment to any price term thereof) shall require a new Notice of Intended Recommendation Change and compliance with the other requirements of this Section 6.02(e) anew except that references herein to a four (4) Business Day period shall be deemed to be references to a two (2) Business Day period) regarding any written and binding proposal by Parent to amend the terms and conditions of this Agreement and the other agreements contemplated hereby and at the end of such four (4) Business Day period (or two (2) Business Day period in the case of a material amendment) the Company Board again makes the determinations described in clauses (1) and (2) of this Section 6.02(e) with respect to such Superior Proposal; and

(ii) if such Adverse Recommendation Change is being made pursuant to Section 6.02(e)(y):

(1) such Adverse Recommendation Change is being made as a result of an event, fact, development or occurrence that materially affects the business, assets or operations of the Company and that was not known or reasonably foreseeable by the Company Board as of the date hereof and becomes known to the Company Board after the date hereof and prior to the Acceptance Time (each, an "Intervening Event"); provided that in no event shall any of the following constitute or be deemed to be an Intervening Event: (I) any event, fact, development or circumstance resulting from any breach of this Agreement by the Company, (II) the receipt, existence or terms of any Takeover Proposal or any matter relating thereto or any consequences thereof, (III) the fact, in and of itself, that the Company exceeds any internal or published projections or (IV) changes, in and of themselves, in the price of the Company Common Stock; and

(2) during any such four (4) Business Day period, if requested by Parent, the Company shall have engaged in good faith negotiations with Parent regarding any written and binding proposal by Parent to amend the terms and conditions of this Agreement and the other agreements contemplated hereby and at the end of such four (4) Business Day period the Company Board again makes the determinations described in clause (1) of this Section 6.02(e) with respect to such Intervening Event.

39. Further locking up control of the Company in favor of Hewlett Packard, the Merger Agreement provides for a "termination fee" of $40,800,000, payable by the Company to Hewlett Packard if the Individual Defendants cause the Company to terminate the Merger Agreement.

40. By agreeing to all of the deal protection devices, the Individual Defendants have locked up the Proposed Transaction and have precluded other bidders from making successful competing offers for the Company.

41. In connection with the execution of the Merger Agreement, certain stockholders of Nimble Storage have entered into a Tender and Support Agreement, dated March 6, 2017, with Hewlett Packard and Merger Sub (the "Support Agreement"). Subject to the terms and conditions of the Support Agreement, the stockholders have agreed, among other things, to tender their Shares (representing in the aggregate approximately 21% of the total outstanding Shares) into the offer, and, subject to certain exceptions, not to transfer their shares that are subject to the Support Agreement.

42. The consideration to be provided to plaintiff and the Class in the Proposed Transaction is inadequate.

43. Among other things, the intrinsic value of the Company is materially in excess of the amount offered in the Proposed Transaction.

44. Accordingly, the Proposed Transaction will deny Class members their right to share proportionately and equitably in the true value of the Company's valuable and profitable business, and future growth in profits and earnings.

The Solicitation Statement Omits Material Information, Rendering It False and Misleading

45. Defendants filed the Solicitation Statement with the SEC in connection with the Proposed Transaction.

46. The Solicitation Statement omits material information regarding the Proposed Transaction, which renders the Solicitation Statement false and misleading.

47. The Solicitation Statement omits material information regarding the Company's financial projections and the financial analyses performed by the Company's financial advisor, Goldman, Sachs & Co. ("Goldman Sachs"), in support of its so-called fairness opinion.

48. For example, with respect to Nimble Storage's financial projections, the Solicitation Statement fails to disclose the Company's projected depreciation and amortization for years 2018 through 2028. Further, the Solicitation Statement fails to provide a reconciliation of all non-GAAP to GAAP financial metrics.

49. With respect to Goldman Sachs' Selected Companies Analysis, the Solicitation Statement fails to disclose the individual multiples and financial benchmarking metrics for each of the companies observed by Goldman Sachs in its analysis. Further, to the extent calculated, the Solicitation Statement fails to disclose the implied ranges of values derived from Goldman Sachs' analysis.

50. With respect to Goldman Sachs' Selected Transactions Analysis, the Solicitation Statement fails to disclose the individual multiples and financial benchmarking metrics for each of the transactions observed by Goldman Sachs in its analysis.

51. With respect to Goldman Sachs' Illustrative Present Value of Future Share Price Analysis, the Solicitation Statement fails to disclose the inputs and assumptions underlying the calculation of the Company's cost of equity, which formed the basis for the discount rate of 13.6% used by Goldman Sachs in its analysis. Further, the Solicitation Statement fails to disclose the perpetuity growth rates that were implied from Goldman Sachs' analysis.

52. With respect to Goldman Sachs' Illustrative Discounted Cash Flow Analysis, the Solicitation Statement fails to disclose the inputs and assumptions underlying the calculation of the Company's cost of capital, which formed the basis for the discount rate range of 12.0% to 14.0% used by Goldman Sachs in its analysis. Further, the Solicitation Statement fails to disclose the exit multiples that were implied from Goldman Sachs' analysis.

53. The disclosure of projected financial information is material because it provides stockholders with a basis to project the future financial performance of a company, and allows stockholders to better understand the financial analyses performed by the company's financial advisor in support of its fairness opinion. Moreover, when a banker's endorsement of the fairness of a transaction is touted to shareholders, the valuation methods used to arrive at that opinion as well as the key inputs and range of ultimate values generated by those analyses must also be fairly disclosed.

54. The omission of this material information renders the Solicitation Statement false and misleading, including, *inter alia,* the following sections of the Solicitation Statement: (i) "Certain Unaudited Prospective Financial Information of Nimble Storage" and (ii) "Opinion of Nimble Storage's Financial Advisor."

55. The Solicitation Statement omits material information regarding potential conflicts of interest of the Company's officers and directors, as well as Goldman Sachs.

56. Specifically, the Solicitation Statement fails to disclose the timing and nature of all communications, if any, regarding future employment and/or directorship of Nimble Storage's officers and directors, including who participated in all such communications.

57. Communications regarding post-transaction employment during the negotiation of the underlying transaction must be disclosed to stockholders. This information is necessary for stockholders to understand potential conflicts of interest of management and the Board, as

that information provides illumination concerning motivations that would prevent fiduciaries from acting solely in the best interests of the Company's stockholders. The omission of this material information renders the Solicitation Statement false and misleading, including, *inter alia* , the "Background of the Merger Agreement" section of the Solicitation Statement.

58. Additionally, the Solicitation Statement states that "Goldman Sachs has provided certain financial advisory and/or underwriting services to the Nimble Storage and/or its affiliates from time to time," but it fails to disclose the nature, timing, and compensation earned by Goldman Sachs for those past services.

59. The above-referenced omitted information, if disclosed, would significantly alter the total mix of information available to Nimble Storage's stockholders.

COUNT I

(Claim for Violation of Section 14(e) of the 1934 Act Against Defendants)

60. Plaintiff repeats and realleges the preceding allegations as if fully set forth herein.

61. Section 14(e) of the 1934 Act states, in relevant part, that:

> It shall be unlawful for any person to make any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made, in the light of the circumstances under which they are made, not misleading . . . in connection with any tender offer or request or invitation for tenders[.]

62. Defendants disseminated the misleading Solicitation Statement, which contained statements that, in violation of Section 14(e) of the 1934 Act, in light of the circumstances under which they were made, omitted to state material facts necessary to make the statements therein not misleading.

63. The Solicitation Statement was prepared, reviewed, and/or disseminated by defendants.

64. The Solicitation Statement misrepresented and/or omitted material facts in connection with the Proposed Transaction as set forth above.

65. By virtue of their positions within the Company and/or roles in the process and the preparation of the Solicitation Statement, defendants were aware of this information and their duty to disclose this information in the Solicitation Statement.

66. The omissions in the Solicitation Statement are material in that a reasonable shareholder will consider them important in deciding whether to tender their shares in connection with the Proposed Transaction. In addition, a reasonable investor will view a full and accurate disclosure as significantly altering the total mix of information made available.

67. Defendants knowingly or with deliberate recklessness omitted the material information identified above in the Solicitation Statement, causing statements therein to be materially incomplete and misleading.

68. By reason of the foregoing, defendants violated Section 14(e) of the 1934 Act.

69. Because of the false and misleading statements in the Solicitation Statement, plaintiff and the Class are threatened with irreparable harm.

70. Plaintiff and the Class have no adequate remedy at law.

COUNT II

(Claim for Violation of 14(d) of the 1934 Act Against Defendants)

71. Plaintiff repeats and realleges the preceding allegations as if fully set forth herein.

72. Section 14(d)(4) of the 1934 Act states:

> Any solicitation or recommendation to the holders of such a security to accept or reject a tender offer or request or invitation for tenders shall be made in accordance with such rules and regulations as the Commission may prescribe as necessary or appropriate in the public interest or for the protection of investors.

73. Rule 14d-9(d) states, in relevant part:

> Any solicitation or recommendation to holders of a class of securities referred to in section 14(d)(1) of the Act with respect to a tender offer for such securities shall include the name of the person making such solicitation or recommendation and the information required by Items 1 through 8 of Schedule 14D-9 (§ 240.14d-101) or a fair and adequate summary thereof[.]

Item 8 requires that directors must "furnish such additional information, if any, as may be necessary to make the required statements, in light of the circumstances under which they are made, not materially misleading."

74. The Solicitation Statement violates Section 14(d)(4) and Rule 14d-9 because it omits the material facts set forth above, which renders the Solicitation Statement false and/or misleading.

75. Defendants knowingly or with deliberate recklessness omitted the material information set forth above, causing statements therein to be materially incomplete and misleading.

76. The omissions in the Solicitation Statement are material to plaintiff and the Class, and they will be deprived of their entitlement to make a fully informed decision with respect to the Proposed Transaction if such misrepresentations and omissions are not corrected prior to the expiration of the tender offer.

77. Plaintiff and the Class have no adequate remedy at law.

COUNT III

(Claim for Violation of Section 20(a) of the 1934 Act Against the Individual Defendants and Hewlett Packard)

78. Plaintiff repeats and realleges the preceding allegations as if fully set forth herein.

79. The Individual Defendants and Hewlett Packard acted as controlling persons of Nimble Storage within the meaning of Section 20(a) of the 1934 Act as alleged herein. By virtue of their positions as officers and/or directors of Nimble Storage and participation in and/or awareness of the Company's operations and/or intimate knowledge of the false statements contained in the Solicitation Statement filed with the SEC, they had the power to influence and control and did influence and control, directly or indirectly, the decision making of the Company, including the content and dissemination of the various statements that plaintiff contends are false and misleading.

80. Each of the Individual Defendants and Hewlett Packard was provided with or had unlimited access to copies of the Solicitation Statement alleged by plaintiff to be misleading prior to and/or shortly after these statements were issued and had the ability to prevent the issuance of the statements or cause them to be corrected.

81. In particular, each of the Individual Defendants had direct and supervisory involvement in the day-to-day operations of the Company, and, therefore, is presumed to have had the power to control and influence the particular transactions giving rise to the violations as alleged herein, and exercised the same. The Solicitation Statement contains the unanimous recommendation of the Individual Defendants to approve the Proposed Transaction. They were thus directly connected with and involved in the making of the Solicitation Statement.

82. Hewlett Packard also had direct supervisory control over the composition of the Solicitation Statement and the information disclosed therein, as well as the information that was omitted and/or misrepresented in the Solicitation Statement.

83. By virtue of the foregoing, the Individual Defendants and Hewlett Packard violated Section 20(a) of the 1934 Act.

84. As set forth above, the Individual Defendants and Hewlett Packard had the ability to exercise control over and did control a person or persons who have each violated Section 14(e) of the 1934 Act and Rule 14a-9, by their acts and omissions as alleged herein. By virtue of their positions as controlling persons, these defendants are liable pursuant to Section 20(a) of the 1934 Act.

85. As a direct and proximate result of defendants' conduct, plaintiff and the Class are threatened with irreparable harm.

86. Plaintiff and the Class have no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE , plaintiff prays for judgment and relief as follows:

A. Enjoining defendants and all persons acting in concert with them from proceeding with, consummating, or closing the Proposed Transaction;

B. In the event defendants consummate the Proposed Transaction, rescinding it and setting it aside or awarding rescissory damages;

C. Directing the Individual Defendants to file a Solicitation Statement that does not contain any untrue statements of material fact and that states all material facts required in it or necessary to make the statements contained therein not misleading;

D. Declaring that defendants violated Sections 14(e), 14(d), and 20(a) of the 1934 Act, as well as Rule 14a-9 promulgated thereunder;

E. Awarding plaintiff the costs of this action, including reasonable allowance for plaintiff's attorneys' and experts' fees; and

F. Granting such other and further relief as this Court may deem just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury.

Dated: March 22, 2017

LEVI & KORSINSKY LLP

By: *Rosemary M. Rivas*
Rosemary M. Rivas

44 Montgomery Street, Suite 650
San Francisco, CA 94104
Telephone: (415) 291-2420
Facsimile: (415) 484-1294

Attorneys for Plaintiff

OF COUNSEL:

Brian D. Long (to be admitted *pro hac vice*)
Gina M. Serra (to be admitted *pro hac vice*)
RIGRODSKY & LONG, P.A.
2 Righter Parkway, Suite 120
Wilmington, DE 19803
Telephone: (302) 295-5310

Richard Maniskas (to be admitted *pro hac vice*)
RM LAW, P.C.
1055 Westlakes Drive, Suite 3112
Berwyn, PA 19312
Telephone: (484) 324-6800

JS-CAND 44 (Rev. 07/16)

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I.

(a) PLAINTIFFS	**DEFENDANTS**
(b) County of Residence of First Listed Plaintiff *(EXCEPT IN U.S. PLAINTIFF CASES)*	County of Residence of First Listed Defendant *(IN U.S. PLAINTIFF CASES ONLY)* NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
(c) Attorneys *(Firm Name, Address, and Telephone Number)*	Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

1 U.S. Government Plaintiff
3 Federal Question *(U.S. Government Not a Party)*
2 U.S. Government Defendant
4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant) (For Diversity Cases Only)*

	PTF	DEF		PTF	DEF
Citizen of This State	1	1	Incorporated *or* Principal Place of Business In This State	4	4
Citizen of Another State	2	2	Incorporated *and* Principal Place of Business In Another State	5	5
Citizen or Subject of a Foreign Country	3	3	Foreign Nation	6	6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
110 Insurance 120 Marine 130 Miller Act 140 Negotiable Instrument 150 Recovery of Overpayment Of Veteran's Benefits 151 Medicare Act 152 Recovery of Defaulted Student Loans (Excludes Veterans) 153 Recovery of Overpayment of Veteran's Benefits 160 Stockholders' Suits 190 Other Contract 195 Contract Product Liability 196 Franchise	**PERSONAL INJURY** 310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle Product Liability 360 Other Personal Injury 362 Personal Injury - Medical Malpractice	**PERSONAL INJURY** 365 Personal Injury – Product Liability 367 Health Care/ Pharmaceutical Personal Injury Product Liability 368 Asbestos Personal Injury Product Liability **PERSONAL PROPERTY** 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage 385 Property Damage Product Liability	625 Drug Related Seizure of Property 21 USC § 881 690 Other **LABOR** 710 Fair Labor Standards Act 720 Labor/Management Relations 740 Railway Labor Act 751 Family and Medical Leave Act 790 Other Labor Litigation 791 Employee Retirement Income Security Act **IMMIGRATION** 462 Naturalization Application 465 Other Immigration Actions	422 Appeal 28 USC § 158 423 Withdrawal 28 USC § 157 **PROPERTY RIGHTS** 820 Copyrights 830 Patent 840 Trademark **SOCIAL SECURITY** 861 HIA (1395ff) 862 Black Lung (923) 863 DIWC/DIWW (405(g)) 864 SSID Title XVI 865 RSI (405(g)) **FEDERAL TAX SUITS** 870 Taxes (U.S. Plaintiff or Defendant) 871 IRS–Third Party 26 USC § 7609	375 False Claims Act 376 Qui Tam (31 USC § 3729(a)) 400 State Reapportionment 410 Antitrust 430 Banks and Banking 450 Commerce 460 Deportation 470 Racketeer Influenced and Corrupt Organizations 480 Consumer Credit 490 Cable/Sat TV 850 Securities/Commodities/ Exchange 890 Other Statutory Actions 891 Agricultural Acts 893 Environmental Matters 895 Freedom of Information Act 896 Arbitration 899 Administrative Procedure Act/Review or Appeal of Agency Decision 950 Constitutionality of State Statutes

REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS
210 Land Condemnation 220 Foreclosure 230 Rent Lease & Ejectment 240 Torts to Land 245 Tort Product Liability 290 All Other Real Property	440 Other Civil Rights 441 Voting 442 Employment 443 Housing/ Accommodations 445 Amer. w/Disabilities– Employment 446 Amer. w/Disabilities– Other 448 Education	**Habeas Corpus:** 463 Alien Detainee 510 Motions to Vacate Sentence 530 General 535 Death Penalty **Other:** 540 Mandamus & Other 550 Civil Rights 555 Prison Condition 560 Civil Detainee– Conditions of Confinement

V. ORIGIN *(Place an "X" in One Box Only)*

1 Original Proceeding | 2 Removed from State Court | 3 Remanded from Appellate Court | 4 Reinstated or Reopened | 5 Transferred from Another District *(specify)* | 6 Multidistrict Litigation–Transfer | 8 Multidistrict Litigation–Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)*** :

Brief description of cause:

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, Fed. R. Civ. P. **DEMAND $** CHECK YES only if demanded in complaint: **JURY DEMAND:** Yes No

VIII. RELATED CASE(S), IF ANY *(See instructions):* JUDGE DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) **SAN FRANCISCO/OAKLAND** **SAN JOSE** **EUREKA-MCKINLEYVILLE**

DATE: **SIGNATURE OF ATTORNEY OF RECORD:**

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)."

II. Jurisdiction. The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

(1) United States plaintiff . Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.

(2) United States defendant . When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

(3) Federal question . This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

(4) Diversity of citizenship . This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked **.** (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)

III. Residence (citizenship) of Principal Parties. This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the six boxes.

(1) Original Proceedings . Cases originating in the United States district courts.

(2) Removed from State Court . Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.

(3) Remanded from Appellate Court . Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

(4) Reinstated or Reopened . Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

(5) Transferred from Another District . For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

(6) Multidistrict Litigation Transfer . Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.

(8) Multidistrict Litigation Direct File . Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7 . Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example : U.S. Civil Statute: 47 USC § 553. Brief Description : Unauthorized reception of cable service.

VII. Requested in Complaint. Class Action . Place an "X" in this box if you are filing a class action under Federal Rule of Civil Procedure 23.

Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.

Jury Demand . Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

IX. Divisional Assignment. If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: "the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated."

Date and Attorney Signature. Date and sign the civil cover sheet.

CERTIFICATION OF PLAINTIFF

I, Paul Parshall ("Plaintiff"), hereby declare as to the claims asserted under the federal securities laws that:

1. Plaintiff has reviewed the complaint and authorizes its filing.

2. Plaintiff did not purchase the security that is the subject of this action at the direction of Plaintiffs counsel or in order to participate in any private action.

3. Plaintiff is willing to serve as a representative party on behalf of the class, either individually or as part of a group, and I will testify at deposition or trial, if necessary. I understand that this is not a claim form and that I do not need to execute this Certification to share in any recovery as a member of the class.

4. Plaintiffs purchase and sale transactions in the Nimble Storage, Inc. (NYSE: NMBL) security that is the subject of this action during the class period is/are as follows:

PURCHASES			SALES		
Buy Date	**Shares**	**Price per Share**	**Sell Date**	**Shares**	**Price per Share**
5/27/16	120	$8.65			

Please list additional transactions on separate sheet of paper, if necessary.

5. Plaintiff has complete authority to bring a suit to recover for investment losses on behalf of purchasers of the subject securities described herein (including Plaintiff, any co-owners, any corporations or other entities, and/or any beneficial owners).

6. During the three years prior to the date of this Certification, Plaintiff has not moved to serve as a representative party for a class in an action filed under the federal securities laws.

7. Plaintiff will not accept any payment for serving as a representative party on behalf of the class beyond Plaintiffs *pro rata* share of any recovery, except such reasonable costs and expenses (including lost wages) directly relating to the representation of the class as ordered or approved by the Court.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 17 th day of March, 2017.

PAUL PARSHALL

Rosemary M. Rivas (State Bar No. 209147)
Email: rrivas@zlk.com
LEVI & KORSINSKY LLP
44 Montgomery Street, Suite 650
San Francisco, California 94104
Telephone: (415) 291-2420
Facsimile: (415) 484-1294

Attorneys for Plaintiff Paul Parshall

[Additional Counsel on Signature Page]

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

PAUL PARSHALL, Individually and On Behalf of All Others Similarly Situated,

Plaintiff,

v.

NIMBLE STORAGE, INC., SURESH VASUDEVAN, VARUN MEHTA, FRANK CALDERONI, JAMES J. GOETZ, WILLIAM JENKINS JR., JERRY M. KENNELLY, WILLIAM J. SCHROEDER, BOB KELLY, HEWLETT PACKARD ENTERPRISE COMPANY, AND NEBRASKA MERGER SUB, INC.,

Defendants.

CASE NO. 3:17-cv-01538

NOTICE OF INTERESTED PARTIES

The undersigned counsel of record for Plaintiff Paul Parshall certify that the following listed parties have a direct, pecuniary interest in the outcome of this case. These representations are made to enable the Court to evaluate possible disqualification or recusal:

1. Plaintiff Paul Parshall;

2. Levi & Korsinsky LLP;

3. Rigrodsky & Long, P.A.;

4. RM Law, P.C.;

5. A class, consisting of all persons who purchased Nimble Storage, Inc. common stock prior to March 7, 2017 (the "Class Period"), and who were damaged thereby;

6. Hewlett Packard Enterprise Company;

7. Nebraska Merger Sub, Inc;

8. Suresh Vasudevan;

9. Varun Mehta;

10. Frank Calderoni;

11. James J. Goetz;

12. William Jenkins Jr.;

13. Jerry M. Kennelly;

14. William J. Schroeder; and

15. Bob Kelly.

Dated: March 22, 2017

LEVI & KORSINSKY LLP

By: *Rosemary M. Rivas*
Rosemary M. Rivas

44 Montgomery Street, Suite 650
San Francisco, CA 94104
Telephone: (415) 291-2420
Facsimile: (415) 484-1294

Attorneys for Plaintiff

OF COUNSEL:

Brian D. Long
(to be admitted *pro hac vice*)
Gina M. Serra
(to be admitted *pro hac vice*)
RIGRODSKY & LONG, P.A.
2 Righter Parkway, Suite 120
Wilmington, DE 19803
Telephone: (302) 295-5310

-and-

Richard Maniskas (to be admitted *pro hac vice*)
RM LAW, P.C.
1055 Westlakes Drive, Suite 3112
Berwyn, PA 19312
Telephone: (484) 324-6800

NOTICE OF INTERESTED PARTIES
CASE NO. 3:17-cv-01538