

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

In re BROADCOM CORPORATION  
CLASS ACTION LITIGATION

Lead Case No.: CV-06-5036-R (CWx)

**NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT WITH BROADCOM DEFENDANTS**

TO: ALL PERSONS AND ENTITIES THAT PURCHASED OR ACQUIRED THE CLASS A COMMON STOCK OF BROADCOM CORP. DURING THE PERIOD FROM JULY 21, 2005 THROUGH JULY 13, 2006, INCLUSIVE, (THE "CLASS PERIOD"), AND WERE ALLEGEDLY DAMAGED THEREBY (THE "SETTLEMENT CLASS").

YOU MAY BE ENTITLED TO A PAYMENT FROM THIS PROPOSED SETTLEMENT.

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

- If approved by the Court,<sup>1</sup> the proposed Settlement will create a \$160,500,000 settlement fund for the benefit of eligible investors who purchased or otherwise acquired the Class A common stock of Broadcom Corporation ("Broadcom" or the "Company") during the Class Period.
- The Settlement would resolve claims in a class action lawsuit alleging that Broadcom and certain of its senior officers and directors misled investors by orchestrating a fraudulent scheme to inflate Broadcom's stock price by backdating and failing to properly account for stock option grants between April 1998 and May 2003 (the "Litigation"). The Settlement Class is represented in the Litigation by court-appointed Lead Plaintiff the New Mexico State Investment Council ("Lead Plaintiff"). Claims against defendant Ernst & Young LLP ("Ernst & Young") are not part of the Settlement and continue to be litigated on appeal.
- The Court will review the Settlement at the Settlement Hearing to be held on August 2, 2010 at 10:00 a.m.
- **Your legal rights are affected whether you act or do not act. Read this notice carefully.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM BY AUGUST 13, 2010</b>	The <i>only</i> way to get a payment.
<b>EXCLUDE YOURSELF BY JULY 16, 2010</b>	Get no payment. This is the <i>only</i> option that allows you to ever bring or be part of any <i>other</i> lawsuit against the Settling Defendants and the other "Released Defendant Parties" about the "Released Claims." This is the <i>only</i> option that removes you from the Settlement Class, if you are a Class Member.
<b>OBJECT BY JULY 16, 2010</b>	Write to the Court about why you do not like the Settlement. This will not exclude you from the Settlement Class.
<b>GO TO A HEARING ON AUGUST 2, 2010</b>	Ask to speak in Court about the Settlement at the Settlement Hearing.
<b>DO NOTHING</b>	Get no payment. Give up rights.

**SUMMARY OF THIS NOTICE**

**Statement of Plaintiff Recovery**

This proposed Settlement will create a Settlement Fund of \$160,500,000 in cash, plus interest as it accrues. Based on the Lead Plaintiff's estimate of the number of shares of common stock that may have been damaged by the alleged fraud, and assuming that all those shares participate in the Settlement, Lead Plaintiff estimates that the average recovery would be approximately \$0.45 per share.<sup>2</sup> This estimate is before deduction of any court-awarded expenses,

<sup>1</sup> All capitalized terms not otherwise defined in this document shall have the meaning provided in the Stipulation and Agreement of Settlement With Broadcom Defendants, dated April 30, 2010.

<sup>2</sup> An allegedly damaged share might have been traded more than once during the Class Period, and this average recovery would be the total for all purchasers of that share.

such as attorneys' fees and litigation expenses, the Lead Plaintiff's costs and expenses and the cost of sending this Notice and administering the distribution of the Settlement. The amount an eligible Class Member will actually recover will depend on numerous factors. These factors are fully explained in the Plan of Allocation beginning on page 10. Please refer to the Plan of Allocation for more information on your potential "Recognized Loss" (defined below).

### **Statement of Potential Outcome if the Claims Continued to Be Litigated**

The Settling Parties disagree about whether each of the Settling Defendants is liable for the claims asserted against them and whether each of the Settling Defendants caused any damages. The issues on which the Settling Parties disagree include, for example: (1) whether the Settling Defendants made any false or material misstatements or omissions; (2) whether the Settling Defendants acted with the required state of mind; (3) the amount by which the prices of Broadcom common stock were artificially inflated (if at all) during the Class Period as a result of the alleged fraud; (4) the extent that Broadcom's compensation expenses and stock option granting practices influenced (if at all) the trading price of Broadcom's common stock during the Class Period; (5) whether any purchasers of Broadcom common stock suffered damages as a result of the alleged misstatements and omissions in the Company's public statements; and (6) the amount of such damages, assuming they exist.

The Settling Defendants deny that they are liable to the Settlement Class and deny that the Settlement Class has suffered any damages attributable to the Settling Defendants' actions. While Lead Plaintiff believes that it and the Settlement Class have meritorious claims, it recognizes that there are significant obstacles to be overcome before there could be any recovery.

### **Statement of Attorneys' Fees and Costs Sought**

Lead Plaintiff and the Settlement Class are represented by the law firm of Labaton Sucharow LLP ("Lead Counsel"). Lead Counsel has not received any payment for its services in litigating the Litigation, nor has it been reimbursed for its litigation expenses. Lead Counsel intends to make a motion asking the Court to award it attorneys' fees of no more than 20% of the Settlement Fund (including any accrued interest), and reimbursement from the Settlement Fund of expenses incurred during the litigation, in an amount not to exceed \$750,000, plus interest. Pursuant to the Private Securities Litigation Reform Act of 1995 ("PSLRA"), the Lead Plaintiff may also ask the Court to reimburse it for costs and expenses it incurred in representing the Settlement Class in an amount of no more than \$20,000. If the Court approves the fee and expense applications in full, the average amount of fees and expenses per damaged share of common stock will be approximately \$0.09. This amount will vary depending on the number of eligible claims submitted.

### **Further Information**

Further information regarding the Settlement and this Notice may be obtained by contacting the Claims Administrator: *In re Broadcom Corp. Class Action Litigation*, Claims Administrator, c/o The Garden City Group, Inc., P.O. Box 9612, Dublin OH 43017-4912, 1(866) 975-4790, [www.broadcomclassactionsettlement.com](http://www.broadcomclassactionsettlement.com); or Lead Counsel: Labaton Sucharow LLP, 140 Broadway, New York, NY 10005, 888-212-5685, [www.labaton.com](http://www.labaton.com). **Please Do Not Call the Court or Broadcom With Questions About the Settlement.**

### **Reasons for the Settlement**

For Lead Plaintiff, the principal reason for the Settlement is the immediate benefit of a substantial cash recovery for the Settlement Class. This benefit must be compared to the risk that no recovery or a smaller recovery might be achieved after fact and expert discovery is complete, summary judgment motions are made by the Settling Defendants, a contested trial and likely appeals, possibly years into the future. For the Settling Defendants, who deny all allegations of wrongdoing, the principal reason for the Settlement is to eliminate the burden, expense, uncertainty and risk of further litigation.

## **BASIC INFORMATION**

1. Why did I get this notice package?
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You or someone in your family may have purchased or acquired Broadcom Class A common stock during the period from July 21, 2005 through July 13, 2006, inclusive, and may be a Class Member in this Litigation. This package explains the lawsuit, the Settlement, Class Members' legal rights, what benefits are available, who is eligible for them and how to get them.

The Court directed that this Notice be sent to Class Members because they have a right to know about a proposed settlement of this class action lawsuit, and about all of their options, before the Court decides whether to

approve the Settlement. If approved, the Settlement will end all of the Settlement Class's claims against the Settling Defendants. The Court will review the Settlement at a Settlement Hearing on August 2, 2010 at 10:00 a.m. If the Court approves the Settlement, and after any objections and appeals are resolved, the claims administrator appointed by the Court will make the payments that the Settlement allows.

The Court in charge of the case is the United States District Court for the Central District of California (Western Division), and the case is known as *In re Broadcom Corporation Class Action Litigation*, No. CV-06-5036-R (CWx). This case was assigned to United States District Judge Manuel L. Real. The person bringing the case is called the lead plaintiff, and the company and the persons being sued are called defendants.

2. What is this lawsuit about and what has happened so far?

Broadcom is a corporation that provides semiconductors for wired and wireless communications to and throughout the home, office, and mobile environment. It is incorporated in California and its principal place of business and chief executive office is in Irvine, California. Like other public companies, Broadcom awarded stock options to its employees, executives and directors.

On October 12, 2006, New Mexico State Investment Council was appointed Lead Plaintiff for the proposed class by the Court. The defendants in the Litigation are: Broadcom; Henry Samuelli, William J. Ruehle, David A. Dull, Alan E. Ross, Werner F. Wolfen (collectively, the "Individual Defendants," and, with Broadcom, the "Settling Defendants") and Ernst & Young<sup>3</sup> (collectively, with the Settling Defendants, the "Defendants").

The operative complaint in the Litigation is the Consolidated Amended Class Action Complaint (the "Amended Complaint"). The Amended Complaint alleges, among other things, that the Settling Defendants violated Section 10(b) of the Securities Exchange Act of 1934 ("Exchange Act") and Rules 10b-5(a)-(c) by engaging in a fraudulent scheme to inflate Broadcom's stock price by backdating stock option grants and issuing allegedly false and misleading statements to investors during the Class Period. The statements allegedly contained misrepresentations and omissions regarding the Company's stock option grants between April 1998 and May 2003. The Amended Complaint also alleges that the Individual Defendants were "control persons" and were liable under Section 20(a) of the Exchange Act. The Amended Complaint further alleges that Lead Plaintiff and other Class Members purchased Broadcom Class A common stock during the Class Period at artificially inflated prices and were allegedly damaged when the truth about Broadcom's stock option practices was disclosed and the stock price dropped. The Litigation seeks money damages against the Settling Defendants for violations of these federal securities laws.

The Settling Parties have been litigating the case since Lead Plaintiff was appointed in October 2006.

On April 21, 2008, Lead Plaintiff filed a Consolidated Class Action Complaint. Each of the defendants moved to dismiss this complaint on June 20, 2008. On October 6, 2008, the Court granted the motions to dismiss, without prejudice, finding that the complaint failed to adequately allege loss causation and gave Lead Plaintiff leave to amend the complaint. Lead Plaintiff subsequently filed the Amended Complaint on October 27, 2008, which set forth additional facts concerning loss causation and the defendants' alleged scienter.

Lead Plaintiff filed the Amended Complaint after an extensive investigation that included, among other things: (a) review and analysis of publicly available information concerning the defendants and their stock option practices, including newspaper articles, online publications, stock price charts, statements at analyst conferences, and Bloomberg reports; (b) review and analysis of regulatory filings made by the defendants with the United States Securities and Exchange Commission ("SEC"); (c) review and analysis of securities analyst reports; (d) review and analysis of press releases and media reports issued by and disseminated by the defendants; (e) interviews with former employees of Broadcom, each of whom have specific, personal knowledge of the facts alleged in the Amended Complaint; and (f) review of the results of investigations conducted by the U.S. Attorney's Office for the Central District of California and the SEC as reflected in criminal indictments brought against certain defendants.

On November 24, 2008, defendants moved to dismiss the Amended Complaint in its entirety. On February 4, 2009, the Court entered an Order dismissing all claims against Henry T Nicholas, III, no longer a party to the Litigation. On February 10, 2009, the Court entered an Order dismissing, with leave to amend, all claims asserted against Ernst & Young and George L. Farinsky ("Farinsky"). On February 11, 2009, the Court entered an Order denying the remaining defendants' motions to dismiss. On February 18, 2009, Lead Plaintiff filed a notice of intent not to amend the Amended Complaint as to Ernst & Young and Farinsky; however, Lead Plaintiff has appealed the dismissal of the claims against Ernst & Young to the United States Court of Appeals for the Ninth Circuit.

<sup>3</sup> All claims against Ernst & Young have been dismissed and the dismissal is being appealed.

On March 4, 2009 the Court appointed John Francis Carroll as Special Master to oversee certain pre-trial matters in the Litigation. The parties raised and litigated a number of disputes before Special Master Carroll and Lead Plaintiff has reviewed and analyzed more than four million pages of documents produced in the Litigation. On September 30, 2009, formal discovery was stayed pending the outcome of criminal trials of certain Individual Defendants. Settlement discussions commenced in late Spring 2008. Ultimately, through mediated arm's-length negotiations before two highly experienced mediators and Special Master Carroll spanning a year and a half, Broadcom and Lead Plaintiff reached an agreement in principle that led to this Settlement.

The Settling Defendants deny all allegations of wrongdoing contained in the Amended Complaint and deny that they are liable. The Settlement should not be seen as an admission or concession on the part of any defendant about any of the claims, their fault or liability for damages.

3. Why is this a class action?

In a class action, one or more people called class representatives (in this case Lead Plaintiff) sue on behalf of people or entities, known as "class members," who have similar claims. A class action allows one court to resolve in a single case many similar claims that, if brought separately by individuals, might be economically so small that they would never be brought. One court resolves the issues for all class members, except for those who exclude themselves, or "opt out," from the class (discussed below).

4. Why is there a settlement?

The Court did not finally decide in favor of Lead Plaintiff or the Settling Defendants. The Settlement will end all the claims against the Settling Defendants in the Litigation and avoid the uncertainties and costs of further litigation and any future trial. Affected investors will get compensation immediately, rather than after the time it would take to conduct additional litigation and discovery, have a trial and exhaust all appeals. The Settlement was reached after Lead Plaintiff conducted a thorough investigation, briefed two challenging motions to dismiss the claims, reviewed more than four million pages of documents produced during the course of the Litigation, consulted with an expert in the field of damages, and engaged in arm's-length negotiations about a settlement. Several settlement discussions took place between Broadcom and Lead Plaintiff over the span of a year and a half, including two separate mediation sessions before two different impartial and highly experienced mediators and Special Master Carroll. Broadcom and Lead Plaintiff worked closely with the co-mediators to prepare for the second mediation session. These negotiations ultimately resulted in an agreement to settle the claims asserted in the Litigation. Lead Plaintiff and Lead Counsel believe the Settlement is in the best interest of Class Members.

**WHO IS IN THE SETTLEMENT**

5. How do I know if I am part of the Settlement?

The Court will be asked to certify this Litigation as a class action for the purposes of settlement only and to order that everyone who fits the following description is a Class Member, unless they take steps to exclude themselves:

All persons and entities that purchased or otherwise acquired Class A common stock of Broadcom Corp. during the period from July 21, 2005 through July 13, 2006, inclusive, and were allegedly damaged thereby. Excluded from the Settlement Class are: the current or former defendants in the Litigation; the officers and directors of the Company; the members of the immediate families of the current or former individual defendants in the Litigation; the legal representatives, heirs, successors or assigns of any excluded Person; any entity in which any current or former defendant has or had a controlling interest; shares of Broadcom Class A common stock purchased by any Broadcom employee who acquired the shares through the exercise of incentive stock options from July 21, 2005 through July 13, 2006, inclusive; and any Person who timely and validly seeks exclusion from the Settlement Class ("Settlement Class").

Receipt of this Notice does not mean that you are a Class Member. Please check your records or contact your broker to see if you purchased or acquired Broadcom Class A common stock during the Class Period.

6. Are there exceptions to being included in the Settlement Class?

There are some people who cannot be in the Settlement Class. The excluded persons are: (a) the current or former defendants in the Litigation; (b) the officers and directors of the Company; (c) the members of the immediate

families of the current or former individual defendants in the Litigation; (d) the legal representatives, heirs, successors or assigns of any excluded Person; (e) any entity in which any current or former defendant has or had a controlling interest; (f) shares of Broadcom Class A common stock purchased by any Broadcom employee who acquired the shares through the exercise of incentive stock options from July 21, 2005 through July 13, 2006, inclusive; and (g) any Person who timely and validly seeks exclusion from the Settlement Class.

If you do not want to be a Class Member, for example if you want to bring your own lawsuit against the Settling Defendants for these claims, **you must** exclude yourself by filing a request for exclusion in accordance with the requirements explained below.

If one of your mutual funds purchased or acquired shares of Broadcom Class A common stock during the Class Period, that alone does not make you a Class Member. You are a Class Member only if you (or your broker on your behalf) purchased or acquired Broadcom Class A common stock during the Class Period.

7. What if I am still not sure if I am included?

If you are still not sure whether you are included, you can ask for free help from the Claims Administrator: *In re Broadcom Corp. Class Action Litigation*, Claims Administrator, c/o The Garden City Group, Inc., P.O. Box 9612, Dublin OH 43017-4912, 1(866) 975-4790, [www.broadcomclassactionsettlement.com](http://www.broadcomclassactionsettlement.com). Or you can fill out and return the Proof of Claim and Release form ("Proof of Claim") described below, in Question 10, to see if you qualify.

### **THE SETTLEMENT BENEFITS—WHAT YOU MAY RECEIVE**

8. What does the Settlement provide?

In the Settlement, Broadcom has agreed to fund a \$160,500,000 (before interest) account to be divided, after deduction of Court-awarded attorneys' fees and expenses, the Lead Plaintiff's Court-approved costs and expenses, settlement administration costs and any applicable taxes ("Net Settlement Fund"), among all Class Members who timely submit valid Proofs of Claim.

9. How much will my payment be?

The Plan of Allocation discussed on page 10 explains how claimants' "Recognized Losses" will be calculated. Your share of the settlement fund will depend on several things, including: (a) the amount of Recognized Losses of other Class Members; (b) how many shares of Broadcom stock you bought; (c) how much you paid for the shares; (d) when you bought them; and (e) whether or when you sold them (and, if so, for how much you sold them).

It is unlikely that you will get a payment for your entire Recognized Loss, given the number of potential Class Members. After all Class Members have sent in their Proofs of Claim, the payment you get will be a portion of the Net Settlement Fund. Your share will be your Recognized Loss divided by the total of all Class Members' Recognized Losses and then multiplied by the total amount in the Net Settlement Fund. See the Plan of Allocation beginning on page 10 for more information.

Once all the Proofs of Claim are processed and claims are calculated, Lead Counsel, without further notice to the Settlement Class, will apply to the Court for an order distributing the Net Settlement Fund to the members of the Settlement Class. Lead Counsel will also ask the Court to approve payment of the Claims Administrator's fees and expenses incurred in connection with administering the Settlement that have not already been reimbursed.

### **HOW YOU GET A PAYMENT—SUBMITTING A PROOF OF CLAIM**

10. How can I get a payment?

To qualify for a payment, you must timely send in a validly completed Proof of Claim with supporting documents (DO NOT SEND ORIGINALS of your supporting documents). A Proof of Claim is being circulated with this Notice. You may also get a Proof of Claim on the Internet at the websites for the Claims Administrator: [www.broadcomclassactionsettlement.com](http://www.broadcomclassactionsettlement.com), or Lead Counsel: [www.labaton.com](http://www.labaton.com). Please read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and mail it to the Claims Administrator by First-Class Mail, **postmarked on or before** August 13, 2010. *The Claims Administrator needs all of the information requested in the Proof of Claim in order to determine what you may be entitled to.*

11. When would I get my payment?

The Court will hold a hearing on August 2, 2010 at 10:00 a.m., to decide whether to approve the Settlement. All Proofs of Claim need to be submitted **postmarked on or before** August 13, 2010. If the Court approves the Settlement, there may still be appeals which would delay payment, perhaps for more than a year. It also takes time for all the Proofs of Claim to be processed. Please be patient.

12. What am I giving up by staying in the Settlement Class and getting a payment?

Unless you exclude yourself, you will stay in the Settlement Class, which means that once the Settlement becomes effective (the "Effective Date"), you will forever give up and release all "Released Claims" (as defined below) against the "Released Defendant Parties."<sup>4</sup> You will not in the future be able to bring a case asserting any Released Claim against the Released Defendant Parties.

"Released Claims" in this Settlement means any and all claims, debts, demands, rights, causes of action or liabilities (including, but not limited to, any claims for negligence, gross negligence, recklessness, intentional conduct, damages, interest and any other costs, expenses or liability) of every nature and description whatsoever, known or unknown, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, suspected or unsuspected, whether or not concealed or hidden, accrued or unaccrued, liquidated or not liquidated, at law or in equity, matured or not matured, Class-wide or individual in nature, including both known claims and Unknown Claims, (a) that have been asserted in this Litigation by the Class Members or any of them against any of the Released Defendant Parties, or (b) that could have been asserted in the Litigation or any other forum by the Class Members or any of them against any of the Released Defendant Parties, that arise out of, are based upon, or relate in any way to the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Litigation or arise out of, are based upon, or relate in any way to Broadcom stock option grants between April 1998 and May 2003 and are based upon or relate in any way to the purchase or sale of Broadcom Class A common stock during the Class Period. Released Claims do not include: (i) the plaintiffs' claims asserted in the Derivative Action and/or the State Derivative Action; (ii) claims to enforce the Settlement; (iii) claims brought in the Litigation against Ernst & Young; (iv) claims brought by Broadcom against Ernst & Young; or (v) any governmental or regulatory agency's claims asserted in any criminal or civil action against any of the current or former defendants.

"Unknown Claims" in this Settlement means any and all Released Claims, which the Lead Plaintiff or any Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Defendant Parties, and any Released Defendants' Claims that any Defendant does not know exist in his, her or its favor at the time of the release of the Released Plaintiff Parties, which if known by them might have affected their decisions with respect to the Settlement. With respect to any and all Released Claims and Released Defendants' Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff and the Settling Defendants shall expressly, and each Class Member shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

Lead Plaintiff, the Class Members or the Settling Defendants may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Lead Plaintiff and the Settling Defendants shall expressly, fully, finally and forever settle and release, and each Class Member shall be deemed to have settled and released, and upon the Effective Date and by operation of the Judgment shall have settled and released, fully, finally, and forever, any and all Released Claims, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiff and Settling Defendants acknowledge, and other Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims and Released Defendants' Claims was separately bargained for and was a key element of the Settlement.

<sup>4</sup> "Released Defendant Parties" in this Settlement means any and all of the Settling Defendants and each of their current or former officers, directors, employees, partners, principals, agents, attorneys, personal or legal representatives, consultants, experts, predecessors, successors, parents, subsidiaries, divisions, joint ventures, assigns, general or limited partners or partnerships, limited liability companies, spouses, heirs, executors, estates, administrators, related or affiliated entities, any entity in which any Settling Defendant has a controlling interest, any members of any Settling Defendant's immediate family, or any trust of which any Settling Defendant is the settlor or which is for the benefit of any member of any Settling Defendant's family. Released Defendant Parties does not include Ernst & Young.

The "Effective Date" will occur after the Judgment by the Court approving the Settlement becomes final and is not subject to appeal. If you remain a member of the Settlement Class, all of the Court's orders will apply to you and legally bind you.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from this Settlement, but you want to keep any right you may have to sue or continue to sue the Released Defendant Parties on your own about the Released Claims, then you must take steps to exclude yourself from the Settlement. Excluding yourself is known as "opting out" of the Settlement Class. The Settling Defendants may withdraw from and terminate the Settlement if potential Class Members who purchased in excess of a certain amount of Broadcom Class A common stock during the Class Period opt out from the Settlement Class.

13. How do I "opt out" (exclude myself) from the proposed Settlement?

To "opt out" (exclude yourself) from the Settlement Class, you must send a signed letter by First-Class Mail stating that you "request exclusion from the Settlement Class in *In re Broadcom Corporation Class Action Litigation*, No. CV-06-5036-R (CWx)." Your letter must state the date(s), price(s) and number of shares of all your purchases, acquisitions and sales of Broadcom Class A common stock during the Class Period. This information is needed to determine whether you are a Class Member. In addition, you must include your name, address, telephone number, and your signature. You must mail your exclusion request by First-Class Mail, **postmarked on or before July 16, 2010**, to:

In re Broadcom Corp. Class Action Litigation  
c/o The Garden City Group, Inc.  
Claims Administrator  
EXCLUSIONS  
P.O. Box 9612  
Dublin, OH 43017-4912

**You cannot exclude yourself or opt out by telephone or by e-mail.** Your exclusion request must comply with these requirements in order to be valid. If you write to request to be excluded, you will not get any settlement payment and you cannot object to the Settlement.

14. If I do not exclude myself, can I sue the Settling Defendants and the other Released Defendant Parties for the same thing later?

No. Unless you exclude yourself, you give up any rights to sue the Settling Defendants and the other Released Defendant Parties for all Released Claims. If you have a pending lawsuit speak to your lawyer in that case **immediately**. You must exclude yourself from *this* Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is July 16, 2010.

15. If I exclude myself, can I get money from the proposed settlement?

No. If you exclude yourself, do not send in a Proof of Claim to ask for any money. But, you may exercise any right you may have to sue, continue to sue or be part of a different lawsuit against the Settling Defendants and the other Released Defendant Parties.

### **THE LAWYERS REPRESENTING YOU**

16. Do I have a lawyer in this case?

The law firm of Labaton Sucharow LLP in New York, New York was appointed to represent all Class Members. These lawyers are called Lead Counsel. You will not be separately charged for these lawyers. The Court will determine the amount of Lead Counsel's fees and expenses, which will be paid from the Settlement Fund if they are approved. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Lead Counsel has not received any payment for its services in pursuing the claims against the Settling Defendants on behalf of the Settlement Class, nor has it been reimbursed for its litigation expenses. At the Settlement Hearing described below, or at such other time as the Court may order, Lead Counsel will ask the Court to award it, from the Settlement Fund, attorneys' fees of no more than 20% of the Settlement Fund (including accrued interest), and to

reimburse it for its litigation expenses, such as the cost of experts, that it has incurred in pursuing the Litigation. The request for reimbursement of expenses will not exceed \$750,000, plus interest on the expenses at the same rate as may be earned by the Settlement Fund. Pursuant to the PSLRA, the Lead Plaintiff may also ask the Court to reimburse it for costs and expenses it incurred in representing the Settlement Class in an amount of no more than \$20,000. If the applications for attorneys' fees and expenses are approved in full, the average amount of such fees and expenses per damaged share would be approximately \$0.09.

The fee requested by Lead Counsel would compensate it for its efforts in achieving the Settlement for the benefit of the Settlement Class and for the risk in undertaking the Litigation on a contingency basis. A request of 20% may be determined by the Court to be reasonable given: (a) the result achieved; (b) the novelty and difficulty of the claims; (c) the risk that Lead Plaintiff would not prevail; (d) the quality of counsel's representation; and (e) the fees awarded in similar cases. The Court will determine the amount of the award.

### **OBJECTING TO THE SETTLEMENT**

18. How do I tell the Court that I do not like the proposed Settlement?

If you are a Class Member you can object to any part of the Settlement, the proposed Plan of Allocation, and the application by Lead Counsel for attorneys' fees and expenses. You must write to the Court setting out your objection, giving reasons why you think the Court should not approve any part or all of the Settlement.

To object, you must send a signed letter stating that you object to the proposed settlement in the case known as: *In re Broadcom Corp. Class Action Litigation*, No. CV-05-5036-R (CWx). You must include your name, address, telephone number and your signature; identify the date(s), price(s) and number of shares of all purchases, acquisitions and sales of Broadcom stock you made during the Class Period; and state the reasons why you object to the Settlement. This information is needed to demonstrate your membership in the Settlement Class.

Unless otherwise ordered by the Court, any Class Member who does not object in the manner described in this Notice will be deemed to have waived any objection and will not be able to make any objection to the Settlement in the future.

Your objection must be filed with the Court and delivered or mailed First-Class (with a corresponding postmark) **on or before** July 16, 2010 to all the following:

**COURT:**

CLERK OF THE COURT  
United States District Court for the  
Central District of California – Western Div.  
Spring Street Courthouse  
312 N. Spring Street  
Los Angeles, CA 90012

**LEAD COUNSEL:**

LABATON SUCHAROW LLP  
Thomas A. Dubbs  
Nicole M. Zeiss  
140 Broadway  
New York, NY 10005

*Counsel for Lead Plaintiff and Settlement Class*

**SETTLING DEFENDANTS' COUNSEL:**

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Los Angeles, CA 90067-4276

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*Counsel for Defendant William J. Ruehle*

*Counsel for Defendant Henry Samuelli*

DLA PIPER LLP (US)  
Shirli Fabbri Weiss  
401 B Street, Suite 1700  
San Diego, CA 92101-4297

O'MELVENY & MYERS LLP  
Seth Aronson  
400 S. Hope Street  
Los Angeles, CA 90071

*Counsel for Defendants Alan E. Ross and Werner F. Wolfen*

*Counsel for Defendant David A. Dull*



19. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court that you do not like something about the proposed Settlement. You can still recover from the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

### **THE COURT'S SETTLEMENT HEARING**

20. When and where will the Court decide whether to approve the proposed Settlement?

The Court will hold a Settlement Hearing at August 2, 2010 at 10:00 a.m., in Courtroom 8 of the Spring Street Courthouse, the United States District Court for the Central District of California (Western Division), 312 N. Spring Street, Los Angeles, CA 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. The Court also will consider the proposed Plan of Allocation for the proceeds of the Settlement and the applications for attorneys' fees and reimbursement of expenses. The Court will take into consideration any written objections filed in accordance with the instructions set out above in the answer to Question 18. We do not know how long it will take the Court to make these decisions.

You should also be aware that the Court may change the date and time of the Settlement Hearing without another notice being sent to Class Members. If you want to come to the hearing, you should check with Lead Counsel before coming to be sure that the date and/or time has not changed.

21. Do I have to come to the hearing?

No. Lead Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you validly submit an objection, you do not have to come to Court to talk about it.

22. May I speak at the hearing and submit additional evidence?

If you object to the Settlement, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (see Question 18 above) a statement that it is your "notice of intention to appear in *In re Broadcom Corp. Class Action Litigation*, No. CV-06-5036-R (CWx)." Persons who intend to object and want to present evidence at the Settlement Hearing must also include in their written objection the identity of any witness they may call to testify and exhibits they intend to introduce at the Settlement Hearing. You cannot speak at the hearing if you excluded yourself from the Settlement Class or if you have not provided written notice of your intention to speak at the Settlement Hearing according to the procedures described above and in the answer to Question 18.

### **IF YOU DO NOTHING**

23. What happens if I do nothing at all?

If you do nothing, you will get no money from this Settlement and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Settling Defendants and the other Released Defendant Parties about the Released Claims in this case. To share in the Net Settlement Fund you must submit a Proof of Claim (see Question 10). To start, continue or be a part of any *other* lawsuit against the Settling Defendants and the other Released Defendant Parties about the Released Claims in this case you must exclude yourself from this Settlement Class (see Question 13).

### **GETTING MORE INFORMATION**

24. Are there more details about the proposed settlement and the lawsuit?

This Notice summarizes the proposed Settlement. More details are in the Stipulation and Agreement of Settlement with Broadcom Defendants dated April 30, 2010 (the "Stipulation"). You may review the Stipulation filed with the Court and all documents filed in the Litigation during business hours at the Office of the Clerk of the United States District Court for the Central District of California, Spring Street Courthouse, 312 N. Spring Street, Los Angeles, CA 90012.

You also can call the Claims Administrator toll free at 1(866) 975-4790; call Lead Counsel at 888-212-5685; write to *In re Broadcom Corp. Class Action Litigation*, c/o The Garden City Group, Inc., P.O. Box 9612, Dublin, OH 43017-4912, [www.broadcomclassactionsettlement.com](http://www.broadcomclassactionsettlement.com) or [www.labaton.com](http://www.labaton.com), where you can find answers to common questions about the Settlement, download copies of the Proof of Claim form, and locate other information to help you determine whether you are a Class Member and whether you are eligible for a payment. **Please Do Not Call the Court or Broadcom With Questions About the Settlement.**

### **PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG CLASS MEMBERS**

The \$160,500,000 Settlement Amount and any interest it earns is called the Settlement Fund. The Settlement Fund, minus all taxes, costs, fees and expenses (the "Net Settlement Fund"), will be distributed according to the Plan of Allocation described herein to members of the Settlement Class who timely submit valid Proofs of Claim that show a Recognized Loss ("Authorized Claimants"), as defined herein, and who have a net loss on all Class Period transactions in Broadcom Class A common stock. Class Members who do not timely submit valid Proofs of Claim will not share in the Settlement proceeds, but will otherwise be bound by the terms of the Settlement. The Court may approve the Plan of Allocation with or without modifications agreed to among the Settling Parties, or another Plan of Allocation, without further notice to the Settlement Class.

The Claims Administrator will determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's "Recognized Loss," as described herein. The Plan of Allocation is not intended to estimate the amount a Class Member might have been able to recover after a trial, nor is it intended to estimate the amount that will be paid to Authorized Claimants. The Plan of Allocation is the basis upon which the Net Settlement Fund will be proportionately divided among all the Authorized Claimants. The Court will be asked to approve the Claims Administrator's determinations before the Net Settlement Fund is distributed to Authorized Claimants. No distributions to Authorized Claimants who would receive less than \$10.00 will be made, given the administrative expenses of processing and mailing such checks.

The Settling Defendants, their respective counsel, and all other Released Defendant Parties will have no responsibility for or liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation or the payment of any claim. Lead Plaintiff and Lead Counsel likewise will have no liability for their reasonable efforts to execute, administer and distribute the Settlement.

The following Plan of Allocation reflects the allegations that the price of Broadcom Class A common stock during the Class Period was inflated artificially by reason of allegedly false and misleading statements made by the Settling Defendants about Broadcom's stock option granting practices and resulting compensation expenses. The Settling Defendants deny any allegations of liability. The artificial inflation allegedly began on July 21, 2005 when Broadcom issued its second quarter 2005 results in a press release and Form 8-K filed with the SEC. Lead Plaintiff alleges that these statements and subsequent statements throughout the Class Period, made materially false and misleading representations and omissions about the business, management, and operations of Broadcom, specifically Broadcom's stock option granting practices and its resulting compensation expenses.

Lead Plaintiff alleges that the artificial inflation was gradually eliminated after disclosures in May 2006 when, among other things, Merrill Lynch issued an "Industry Overview" report publicly disclosing that Broadcom was suspected of improper accounting of its stock option grants; reports were made that the criminal probe of Broadcom was expanding; and it was disclosed that Broadcom had launched its own internal investigation. The Plan of Allocation described below was created with the assistance of a damages expert who analyzed the movement of Broadcom's Class A common stock after the alleged disclosures. It takes into account the portion of the stock drops attributable to the alleged fraud.

### **PLAN OF ALLOCATION**

Each Authorized Claimant will receive *pro rata* shares of the cash in the Net Settlement Fund based on his, her or its Recognized Loss. To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's Recognized Loss, as defined herein. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total of all Recognized Losses, then each Authorized Claimant will be paid the percentage of the Net Settlement Fund that each Authorized Claimant's recognized claim bears to the total of the claims of all Authorized Claimants ("*pro rata* share").

For purposes of determining whether a claimant had an out-of-pocket gain from his, her, or its overall transactions in Broadcom Class A common stock during the Class Period or suffered a net loss, the Claims Administrator shall

determine the difference between (i) the Total Purchase Amount<sup>5</sup> and (ii) the sum of the Sales Proceeds<sup>6</sup> and the Holding Value.<sup>7</sup> This difference will be deemed a claimant's out-of-pocket gain or loss on his, her, or its overall transactions in common stock during the Class Period.

To calculate the Recognized Loss on Broadcom Class A common stock purchased and sold during the Class Period, such sales must be matched against purchases during the Class Period. To do so, the earliest sale will be matched first against those shares in the claimant's opening position on the first day of the Class Period, and then matched chronologically thereafter against each purchase made during the Class Period ("FIFO Matching"). This means that sales of Broadcom Class A common stock will be first matched with any pre-Class Period holdings and then matched with purchases during the Class Period in chronological order. Sales of pre-Class Period purchases shall have no Recognized Loss.

A purchase or sale of Broadcom common stock will be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. All transaction amounts for purchase and sales of Broadcom Class A common stock shall exclude commissions, taxes and fees. Any person or entity that sold Broadcom common stock "short" will have no Recognized Loss with respect to such purchase during the Class Period to cover said short sale. In the event that there is an opening short position in Broadcom Class A common stock, the earliest Class Period purchases shall be matched against such opening short position, and not be entitled to a recovery, until that short position is fully covered. Option contracts are not securities eligible to participate in the Settlement. Accordingly, shares of Broadcom Class A common stock purchased during the Class Period through the exercise of a call option or the assignment of a put option shall be treated as a purchase on the date of exercise or assignment for the stated exercise price set forth in the call or put option, and any Recognized Loss arising from such transaction shall be computed as provided for purchases of common stock.

Payment in this manner will be deemed conclusive against all Authorized Claimants. A Recognized Loss will be calculated as defined herein and cannot be less than zero.

#### **Publicly Traded Broadcom Class A Common Stock**

For shares of Broadcom Class A common stock purchased between July 21, 2005 and July 13, 2006:

A. For shares held at the end of trading on October 11, 2006, the Recognized Loss shall be that number of shares multiplied by the lesser of:

- (1) the applicable Claim Per Share figure for the date of purchase, as found in Table A; or
- (2) the amount by which the purchase price per share exceeds \$27.40.<sup>8</sup>

B. For shares sold between July 21, 2005 and July 13, 2006, the Recognized Loss shall be that number of shares multiplied by the lesser of:<sup>9</sup>

- (1) the applicable Claim Per Share figure for the date of purchase less the applicable Claim Per Share figure for the date of sale, each as found in Table A; or
- (2) the amount by which the purchase price per share exceeds the sales price per share.

C. For shares sold between July 14, 2006 and October 11, 2006, the Recognized Loss shall be the lesser of:

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<sup>5</sup> The "Total Purchase Amount" is the total amount the claimant paid for all Broadcom Class A common stock purchased during the Class Period.

<sup>6</sup> The Claims Administrator shall match any sales of Broadcom Class A common stock during the Class Period and sales during the PSLRA 90-day look-back period first against the claimant's opening position in Broadcom Class A common stock (the proceeds of those sales will not be considered for purposes of calculating gains or losses). The total amount received for sales of the remaining Broadcom Class A common stock during the Class Period and sales during the PSLRA 90-day look-back period that may be matched against Class Period purchases is the "Sales Proceeds."

<sup>7</sup> The Claims Administrator shall ascribe a holding price for shares purchased during the Class Period and still held at the end of the PSLRA 90-day look-back period, with such holding price being \$27.40 per share (the "Holding Value").

<sup>8</sup> Pursuant to Section 21(D)(e)(1) of the PSLRA, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated." \$27.40 was the mean closing price of Broadcom common stock during the 90-day period beginning on July 14, 2006 and ending on October 11, 2006.

<sup>9</sup> The Recognized Loss for shares that were both purchased and sold within the same Transaction Date Range as set forth in Table A, will be zero.

- (1) the applicable Claim Per Share figure for the date of purchase, as found in Table A; or
- (2) the amount by which the purchase price per share exceeds the average closing price<sup>10</sup> of Broadcom common stock between July 14, 2006 and the date of sale.<sup>11</sup>

**Table A**

Transaction Date Range (for purchases and sales)	Claim Per Share
07-21-2005 – 05-21-2006	\$4.58
05-22-2006	\$1.92
05-23-2006 – 05-24-2006	\$1.19
05-25-2006 – 07-13-2006	\$0.10

**SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES**

If you purchased or acquired Broadcom Class A common stock (NASDAQ ticker: BRCM; CUSIP 111320107) during the period from July 21, 2005 through July 13, 2006, inclusive, for the beneficial interest of a person or organization other than yourself, the Court has directed that, WITHIN SEVEN (7) CALENDAR DAYS OF YOUR RECEIPT OF THIS NOTICE, you either: (a) provide to the Claims Administrator the name and last known address of each person or organization for whom or which you purchased or acquired Broadcom Class A common stock during such time period (preferably in an MS Excel data table, setting forth (i) title/registration, (ii) street address, (iii) city/state/zip; or electronically in MS Word or WordPerfect files; or on computer-generated mailing labels) or; (b) request additional copies of this Notice and the Proof of Claim form, which will be provided to you free of charge, and within seven (7) calendar days send by First-Class Mail the Notice and Proof of Claim form directly to the beneficial owners of those Broadcom shares.

If you choose to follow alternative procedure (b), the Court has directed that, upon such mailing, you send a statement to the Claims Administrator confirming that the mailing was made as directed. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Those expenses will be paid after request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Claims Administrator:

In re Broadcom Corp. Class Action Litigation  
 c/o The Garden City Group, Inc.  
 Claims Administrator  
 P.O. Box 9612  
 Dublin, OH 43017-4912  
 1(866) 975-4790

WWW.BROADCOMCLASSACTIONSETTLEMENT.COM

Dated: June 1, 2010

BY ORDER OF THE COURT  
 UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA

<sup>10</sup> The Claims Administrator will calculate the average closing price of Broadcom common stock between July 14, 2006 and the date of sale using pricing data set forth in Table B, available at [www.broadcomclassactionsettlement.com](http://www.broadcomclassactionsettlement.com).

<sup>11</sup> Pursuant to Section 21(D)(e)(2) of the PSLRA, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, if the plaintiff sells or repurchases the subject security prior to the expiration of the 90-day period described in paragraph (1), the plaintiff's damages shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the security and the mean trading price of the security during the period beginning immediately after dissemination of information correcting the misstatement or omission and ending on the date on which the plaintiff sells or repurchases the security."