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15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**
17 **WESTERN DIVISION**

18 In re BROADCOM CORPORATION
19 CLASS ACTION LITIGATION

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

20 **[PROPOSED] FINAL ORDER AND**
21 **JUDGMENT AS TO ERNST &**
22 **YOUNG LLP**

23 **Honorable Manuel L. Real**

1 **WHEREAS:**

2 A. As of _____, 2012, Class Representative, New
3 Mexico State Investment Council (“Class Representative”), acting on behalf of
4 itself and the Class, entered into a Stipulation and Agreement of Settlement with
5 Ernst & Young LLP (the “Stipulation”) with Ernst & Young LLP (“EY” or the
6 “Defendant”) in these consolidated actions (the “Litigation”).

7 B. Pursuant to the Preliminary Approval Order Providing for Notice and
8 Hearing in Connection With Proposed Class Action Settlement With Ernst &
9 Young LLP, entered _____, 2012 (the “Preliminary Approval Order”),
10 the Court scheduled a hearing for _____, 2012, at _____.m. (the
11 “Settlement Hearing”) to: (a) determine whether the proposed settlement of the
12 Litigation on the terms and conditions provided for in the Stipulation is fair,
13 reasonable and adequate, and should be approved by the Court; and (b) determine
14 whether a judgment as provided for in the Stipulation should be entered. The
15 Court ordered that the Notice of Pendency of Class Action and Proposed
16 Settlement With Ernst & Young LLP and Motion for Attorneys’ Fees and
17 Expenses (the “Notice”) and, where applicable, a Proof of Claim and Release Form
18 (“Proof of Claim”), in the form attached as Exhibits 1 and 2 to the Preliminary
19 Approval Order, be mailed by first-class mail, postage prepaid, on or before
20 _____, 2012 (“Notice Date”) to all putative Class Members at the address
21 of each such Person as set forth in the records of Broadcom Corporation
22 (“Broadcom”) or its transfer agent, or who otherwise could be identified through
23 reasonable effort, and that a Summary Notice of Pendency of Class Action and
24 Hearing on Proposed Settlement With Ernst & Young LLP and Motion for
25 Attorneys’ Fees and Expenses (the “Summary Notice”), in the form attached to the
26 Preliminary Approval Order as Exhibit 3, be published in *The Wall Street Journal*
27 and transmitted over *Business Wire* within fourteen (14) calendar days of the
28 Notice Date.

1 C. The Notice and the Summary Notice advised Class Members of the
2 date, time, place and purpose of the Settlement Hearing. The Notice further
3 advised that any objections to the Settlement were required to be filed with the
4 Court and served on counsel for the Parties by _____, 2012.

5 D. The provisions of the Preliminary Approval Order as to notice were
6 complied with.

7 E. On _____, 2012, Class Representative moved for final
8 approval of the Settlement, as set forth in the Preliminary Approval Order. The
9 Settlement Hearing was duly held before this Court on _____,
10 2012, at which time all interested Persons were afforded the opportunity to be
11 heard.

12 F. This Court has duly considered the Class Representative's motion, the
13 affidavits, declarations and memorandum of law submitted in support thereof, and
14 all of the submissions and arguments presented with respect to the proposed
15 Settlement.

16 NOW, THEREFORE, after due deliberation, IT IS ORDERED,
17 ADJUDGED AND DECREED that:

18 1. This Judgment incorporates by reference the definitions in the
19 Stipulation, and all capitalized terms used herein shall have the same meanings as
20 set forth in the Stipulation.

21 2. This Court has jurisdiction over the subject matter of the Litigation
22 and over all Parties to the Litigation, including all members of the Class.

23 3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, on May
24 9, 2012, the Court entered the Order Certifying the Proposed Class and Appointing
25 Class Representative and Class Counsel, certifying this Litigation as a class action
26 on behalf of all persons and entities that purchased or otherwise acquired the Class
27 A common stock of Broadcom Corporation during the period from February 14,
28 2006 through May 25, 2006, inclusive, (the "Class Period"), and were allegedly

1 damaged thereby (the “Class”). Additionally, excluded from the Class are: the
2 current or former defendants in the Litigation; the partners, directors, and
3 principals of EY; the members of the immediate families of the former individual
4 defendants in the Litigation; the legal representatives, heirs, successors or assigns
5 of any excluded Person; any entity in which any current or former defendant has or
6 had a controlling interest; shares of Broadcom Class A common stock purchased
7 by any Broadcom employee who acquired the shares through the exercise of
8 incentive stock options from February 14, 2006 through May 25, 2006, inclusive;
9 and any Person who timely and validly seeks exclusion from the Class, as listed on
10 Exhibit A hereto.

11 4. The notification provided for and given to the Class was in
12 compliance with the Preliminary Approval Order, and said notification constituted
13 the best notice practicable under the circumstances and is in full compliance with
14 the notice requirements of due process, Federal Rule of Civil Procedure 23 and
15 Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. § 78u-
16 4(a)(7).

17 5. The proposed Settlement of the Litigation on the terms and conditions
18 set forth in the Stipulation is in all respects fair, reasonable and adequate, in light
19 of the benefits to the Class, the complexity, expense and possible duration of
20 further litigation against EY, the risks of establishing liability and damages and the
21 costs of continued litigation. This Court further finds the Settlement set forth in
22 the Stipulation is the result of arm’s-length negotiations between experienced
23 counsel representing the interests of the Class Representative, the Class and the
24 Defendant.

25 6. The Stipulation and the proposed Settlement are hereby approved as
26 fair, reasonable, adequate, and in the best interests of the Class Members, and shall
27 be consummated in accordance with the terms and provisions of the Stipulation.
28

1 7. The Consolidated Amended Class Action Complaint, filed October
2 27, 2008, is hereby dismissed in its entirety, with prejudice, and without costs to
3 any Party, except as otherwise provided in the Stipulation.

4 8. The Court further finds, pursuant to the Private Securities Litigation
5 Reform Act of 1995 (“PSLRA”), 15 U.S.C. §78u-4 (c), that during the course of
6 the Litigation, the Parties and their respective counsel at all times complied with
7 the requirements of Federal Rule of Civil Procedure 11.

8 9. Upon the Effective Date, Class Representative and each Class
9 Member, whether or not such Class Member executes and delivers a Proof of
10 Claim, other than those listed in Exhibit A hereto, on behalf of themselves and
11 each of their respective heirs, executors, trustees, administrators, predecessors,
12 successors and assigns shall have fully, finally and forever waived, released,
13 discharged and dismissed each and every one of the Released Claims against each
14 and every one of the Released Defendant Parties and shall forever be barred and
15 enjoined, without the necessity of posting a bond, from commencing, instituting,
16 prosecuting or maintaining any of the Released Claims against any of the Released
17 Defendant Parties.

18 10. Upon the Effective Date, EY, on behalf of itself and its heirs,
19 executors, trustees, administrators, predecessors, successors and assigns shall have
20 fully, finally and forever waived, released, discharged and dismissed each and
21 every one of the Released Defendant’s Claims, as against each and every one of
22 the Released Plaintiff Parties and shall forever be barred and enjoined, without the
23 necessity of posting a bond, from commencing, instituting, prosecuting or
24 maintaining any of the Released Defendant’s Claims against any of the Released
25 Plaintiff Parties.

26 11. Pursuant to §21D(f)(7) of the PSLRA, 15 U.S.C. §78u-4(f)(7), each of
27 the Released Defendant Parties are hereby discharged from all claims and future
28 claims for contribution by any Person, whether arising under state, federal or

1 common law, arising out of the Litigation. Accordingly, to the full extent provided
2 by the PSLRA, the Court hereby bars all the claims referred to in this paragraph:
3 (a) by any Person against the Released Defendant Parties; and (b) by the Released
4 Defendant Parties against any Person, other than any Person whose liability has
5 been extinguished pursuant to the Stipulation and this Judgment.

6 12. Any final verdict or judgment in the Litigation obtained by or on
7 behalf of the Class Representative or the Class, if any, against any Person, other
8 than the Released Defendant Parties, shall be reduced in accordance with the
9 PSLRA.

10 13. Each Class Member, whether or not such Class Member executes and
11 delivers a Proof of Claim, other than those listed in Exhibit A hereto, is bound by
12 this Judgment, including, without limitation, the release of claims as set forth in the
13 Stipulation.

14 14. This Judgment and the Stipulation, and all papers related thereto are
15 not, and shall not be construed to be, an admission by EY of any liability, damages
16 or wrongdoing whatsoever, and shall not be offered as evidence of any such
17 liability, damages or wrongdoing in this or any other proceeding.

18 15. The administration of the Settlement, and the decision of all disputed
19 questions of law and fact with respect to the validity of any claim or right of any
20 Person to participate in the distribution of the Net Settlement Fund, shall remain
21 under the authority of this Court.

22 16. In the event that the Settlement does not become effective in
23 accordance with the terms of the Stipulation, then this Judgment shall be rendered
24 null and void to the extent provided by and in accordance with the Stipulation and
25 shall be vacated, and in such event, all orders entered and releases delivered in
26 connection herewith shall be null and void to the extent provided by and in
27 accordance with the Stipulation.
28

1 17. Without further order of the Court, the Parties may agree to
2 reasonable extensions of time to carry out any of the provisions of the Stipulation.

3 18. Any Court order regarding the Plan of Allocation or the attorneys' fee
4 and expense application shall in no way disturb or affect this Judgment and shall
5 be considered separate from this Judgment.

6 19. Without affecting the finality of this Judgment in any way, this Court
7 hereby retains continuing jurisdiction over: (a) implementation of the Settlement
8 and any award or distribution of the Net Settlement Fund, including interest earned
9 thereon, (b) disposition of the Settlement Fund; (c) hearing and determining
10 applications for attorneys' fees, costs, interest and reimbursement of expenses in
11 the Litigation; and (d) all Parties hereto for the purpose of construing, enforcing
12 and administering the Settlement. There is no just reason for delay in the entry of
13 this Judgment and immediate entry by the Clerk of the Court is expressly directed.
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15 Dated: _____, 2012
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17 _____
18 Honorable Manuel L. Real
19 UNITED STATES DISTRICT JUDGE
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EXHIBIT A

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