

# EXHIBIT A-1

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14  
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 ) **NOTICE OF PENDENCY OF**  
21 ) **CLASS ACTION AND PROPOSED**  
22 ) **SETTLEMENT WITH ERNST &**  
23 ) **YOUNG LLP AND MOTION FOR**  
24 ) **ATTORNEYS' FEES AND**  
25 ) **EXPENSES**

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28 NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT  
CV-06-5036-R (CWx)

Questions? Call Toll-Free 1-800-\_\_\_\_\_

1 TO: ALL PERSONS AND ENTITIES THAT PURCHASED OR OTHERWISE  
2 ACQUIRED THE CLASS A COMMON STOCK OF BROADCOM CORP.  
3 DURING THE PERIOD FROM FEBRUARY 14, 2006 THROUGH MAY  
4 25, 2006, INCLUSIVE, (THE "CLASS PERIOD"), AND WERE  
5 ALLEGEDLY DAMAGED THEREBY (THE "CLASS").

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

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

- 9 • If approved by the Court,<sup>1</sup> the proposed Settlement with defendant Ernst & Young LLP ("EY" or "Defendant") will create a \$13,000,000 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" or "EY Settlement").
- 10 • The Settlement would resolve all remaining claims in a class action lawsuit concerning Broadcom's alleged backdating and failure to properly account for stock option grants between April 1998 and May 2003 (the "Litigation"). The Class has been certified by the Court and is represented in the Litigation by court-appointed Class Representative the New Mexico State Investment Council ("Class Representative").
- 11 • The Settlement is in addition to a previously approved \$160.5 million settlement with Broadcom and certain related defendants (the "Broadcom Settlement"), and would be part of a global recovery of \$173.5 million.
- 12 • The Court will review the Settlement at the Settlement Hearing to be held on \_\_\_\_\_, 2012 at \_\_\_\_:\_\_\_\_\_.m.
- 13 • **Your legal rights are affected whether you act or do not act. Read this notice carefully.**

14 **YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

15 <b>SUBMIT A CLAIM FORM BY _____, 2012</b>	16 The <i>only</i> way to get a payment if you did not previously submit a claim in connection with the Broadcom Settlement. If you <i>did</i> previously submit a claim, <i>see</i> Question [ ].
17 <b>EXCLUDE YOURSELF BY _____, 2012</b>	18 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 Defendant and the other "Released Defendant Parties" about the "Released Claims." This is the <i>only</i> option that removes you from the Class, if you are a Class Member.

19 \_\_\_\_\_  
20 <sup>1</sup> All capitalized terms not otherwise defined in this document shall have the  
21 meaning provided in the Stipulation and Agreement of Settlement With Ernst &  
22 Young LLP, dated [\_\_\_\_\_] , 2012 (the "Stipulation").

1 2 3 <b>OBJECT BY</b> _____, 2012	Write to the Court about why you do not like the Settlement, the proposed Plan of Allocation and/or the motion for attorneys' fees and expenses. This will not exclude you from the Class.
4 5 <b>GO TO A HEARING ON</b> _____, 2012	Ask to speak in Court about the Settlement at the Settlement Hearing.
6 <b>DO NOTHING</b>	Get no payment, if you did not submit a claim in the Broadcom Settlement. Give up rights.

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**SUMMARY OF THIS NOTICE**

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**Statement of Plaintiff Recovery**

11 This proposed Settlement will create a Settlement Fund of \$13,000,000 in  
12 cash, plus interest as it accrues. Based on the Class Representative's estimate of  
13 the number of shares of common stock that may have been damaged by the alleged  
14 fraud, and assuming that all those shares participate in the Settlement, the Class  
15 Representative estimates that the average recovery would be approximately \$ \_\_\_\_  
16 per share.<sup>2</sup> This estimate is before deduction of any court-awarded expenses, such  
17 as attorneys' fees and litigation expenses, the Class Representative's costs and  
18 expenses and the cost of sending this Notice and administering the distribution of  
19 the Settlement. The amount an eligible Class Member will actually recover will  
20 depend on numerous factors. These factors are fully explained in the Plan of  
21 Allocation beginning on page [\_\_\_\_]. Please refer to the Plan of Allocation for  
22 more information on your potential "Recognized Loss" (defined below).

23  
24  
**Statement of Potential Outcome if the Claims Continued to Be Litigated**

25 The Parties disagree about whether EY is liable for the claims asserted  
26 against it and whether it caused any damages. The issues on which the Parties  
27 disagree include, for example: (1) whether the Defendant made any false or  
28 material misstatements or omissions; (2) whether the Defendant acted with the

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<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.

1 required state of mind; (3) the amount by which the prices of Broadcom common  
2 stock were artificially inflated (if at all) during the Class Period as a result of the  
3 alleged fraud; (4) the extent that Broadcom's compensation expenses and stock  
4 option granting practices influenced (if at all) the trading price of Broadcom's  
5 common stock during the Class Period; (5) whether any purchasers of Broadcom  
6 common stock suffered damages as a result of EY's alleged misstatement and  
7 omissions; and (6) the amount of such damages, assuming they exist, including the  
8 appropriate economic model for measuring such damages and the extent to which  
9 external factors, such as general market and industry conditions, influenced the  
10 trading price of Broadcom common stock during the Class Period.

11 EY denies that it is liable to the Class and denies that the Class has suffered  
12 any damages attributable to its actions. While the Class Representative believes  
13 that it and the Class have meritorious claims, it recognizes that there are significant  
14 obstacles to be overcome before there could be any recovery.

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

16 The Class Representative and Class are represented by the law firm of  
17 Labaton Sucharow LLP ("Class Counsel"). Class Counsel has not received any  
18 payment for its services in litigating the claims against EY in the Litigation, nor  
19 has it been reimbursed for its litigation expenses since 2010. Class Counsel  
20 intends to make a motion asking the Court to award it attorneys' fees of no more  
21 than \_\_\_\_% of the Settlement Fund (including any accrued interest), and  
22 reimbursement from the Settlement Fund of expenses incurred during the  
23 Litigation, in an amount not to exceed \$\_\_\_\_\_, plus interest. Pursuant  
24 to the Private Securities Litigation Reform Act of 1995 ("PSLRA"), the Class  
25 Representative may also ask the Court to reimburse it for costs and expenses it  
26 incurred in representing the Class in an amount of no more than \$\_\_\_\_\_. If the  
27 Court approves the fee and expense applications in full, the average amount of fees  
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1 and expenses per damaged share of common stock will be approximately \$ \_\_\_\_\_.  
2 This amount will vary depending on the number of eligible claims submitted.

3 **Further Information**

4 Further information regarding the Settlement and this Notice may be  
5 obtained by contacting the Claims Administrator: *Broadcom Corp. Class Action*  
6 *Litigation, EY Settlement*, Claims Administrator, c/o The Garden City Group, Inc.,  
7 [address], 800-[\_], www.[\_].com; or Class Counsel: Labaton Sucharow LLP,  
8 140 Broadway, New York, NY 10005, (888) 212-5685, www.labaton.com,  
9 settlementquestions@labaton.com. **Please Do Not Call the Court or Ernst &**

10 **Young With Questions About the Settlement.**

11 **Reasons for the Settlement**

12 For the Class Representative, the principal reason for the Settlement is the  
13 immediate benefit of a substantial cash recovery for the Class. This benefit must  
14 be compared to the risk that no recovery or a smaller recovery might be achieved  
15 after expert discovery is complete, summary judgment motions are made, a  
16 contested trial and likely appeals, possibly years into the future. For EY, which  
17 denies all allegations of wrongdoing, the principal reason for the Settlement is to  
18 eliminate the burden, expense, uncertainty and risk of further litigation.

19 **[END OF COVER PAGE]**

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1 **BASIC INFORMATION**

2 1. Why did I get this notice package?

3 You or someone in your family may have purchased or acquired Broadcom  
4 Class A common stock during the period from February 14, 2006 through May 25,  
5 2006, inclusive, and may be a Class Member in this Litigation. This package  
6 explains the lawsuit, the Settlement, Class Members’ legal rights, what benefits are  
7 available, who is eligible for them and how to get them.

8 The Court directed that this Notice be sent to Class Members because they  
9 have a right to know about a proposed settlement of this class action lawsuit, and  
10 about all of their options, before the Court decides whether to approve the  
11 Settlement. If approved, the Settlement will end the Litigation and all of the  
12 Class’s claims against EY. The Court will review the Settlement at a Settlement  
13 Hearing on \_\_\_\_\_, 2012 at \_\_:\_\_.m. If the Court approves the Settlement,  
14 and after any objections and appeals are resolved, the claims administrator  
15 appointed by the Court will make the payments that the Settlement allows.

16 The Court in charge of the case is the United States District Court for the  
17 Central District of California (Western Division), and the case is known as *In re*  
18 *Broadcom Corporation Class Action Litigation*, No. CV-06-5036-R (CWx). This  
19 case was assigned to United States District Judge Manuel L. Real. The person  
20 bringing the case is called the “class representative,” and the company being sued  
21 is called the “defendant.”

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

23 Broadcom is a corporation that provides semiconductors for wired and  
24 wireless communications to and throughout the home, office, and mobile  
25 environment. It is incorporated in California and its principal place of business  
26 and chief executive office is in Irvine, California. Like other public companies,  
27 Broadcom awarded stock options to its employees, executives and directors. EY  
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1 was Broadcom's independent auditor from the Company's initial public offering in  
2 April 1998 through the end of the Class Period and was responsible for, among  
3 other things, conducting audits of the Company's year-end financial statements.

4 On October 12, 2006, New Mexico State Investment Council was appointed  
5 lead plaintiff for the proposed class by the Court. The only remaining defendant in  
6 the Litigation is EY.

7 The operative complaint in the Litigation is the Consolidated Amended  
8 Class Action Complaint (the "Amended Complaint"). The Amended Complaint  
9 alleges, among other things, that EY violated Section 10(b) of the Securities  
10 Exchange Act of 1934 ("Exchange Act") and Rules 10b-5(a)-(c) by allegedly  
11 issuing a false and misleading audit opinion to investors in connection with its  
12 year-end audit of Broadcom for 2005 (the "2005 Audit Opinion"). The 2005 Audit  
13 Opinion allegedly contained misrepresentations and omissions regarding EY's  
14 audits of Broadcom, which were purportedly conducted in accordance with U.S.  
15 Generally Accepted Auditing Standards ("GAAS"). The Amended Complaint  
16 further alleges that the Class Representative and other Class Members purchased  
17 Broadcom Class A common stock during the Class Period at artificially inflated  
18 prices and were allegedly damaged when the truth about Broadcom's stock option  
19 practices and EY's 2005 Audit Opinion was disclosed and the stock price dropped.  
20 The Litigation seeks money damages against EY for violations of these federal  
21 securities laws.

22 The Parties have been litigating the case since the Class Representative was  
23 appointed lead plaintiff in October 2006. On April 21, 2008, the Class  
24 Representative filed a Consolidated Class Action Complaint. Each of the  
25 defendants moved to dismiss this complaint on June 20, 2008. On October 6, 2008  
26 the Court granted the motions to dismiss, without prejudice, finding that the  
27 complaint failed to adequately allege loss causation and gave the Class  
28 Representative leave to amend the complaint. The Class Representative



1 subsequently filed the Amended Complaint on October 27, 2008, which set forth  
2 additional facts concerning loss causation and the defendants' alleged scienter.

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

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

26 On November 1, 2010, a panel of Ninth Circuit judges (sitting by  
27 appointment or designation) heard oral argument from the Parties regarding the  
28 Class Representative's appeal. On April 14, 2011, the Ninth Circuit panel issued

1 an Opinion reversing the District Court's ruling granting EY's motion to dismiss,  
2 and remanding the case for further proceedings.

3 On June 6, 2011, EY moved to dismiss the Amended Complaint, arguing  
4 that the Class Representative failed to establish a causal connection between the  
5 2005 Audit Opinion and the alleged declines in Broadcom's Class A common  
6 stock. On August 19, 2011, the Court entered an Order denying EY's motion to  
7 dismiss in its entirety, thus permitting the case to proceed to discovery.

8 On March 4, 2009 the Court appointed John Francis Carroll as Special  
9 Master to oversee certain pre-trial matters in the Litigation. Through the assistance  
10 of Special Master Carroll, the Parties negotiated a Joint Stipulation for Class  
11 Certification, as well as a comprehensive Joint Discovery Stipulation, which  
12 provided for an efficient and streamlined schedule for the Parties to complete fact  
13 discovery and exchange expert reports by August 2012. On May 9, 2012, the  
14 Court entered and approved the Joint Stipulation for Class Certification and the  
15 Joint Discovery Stipulation. Between June 2012 and August 2012, the Parties  
16 completed document discovery, conducted fifteen depositions, and exchanged  
17 opening and rebuttal expert reports.

18 Preliminary settlement discussions commenced in late Spring 2008, and  
19 formally resumed in May 2012. Ultimately, in September 2012, through mediated  
20 arm's-length negotiations before a highly experienced mediator and Special Master  
21 Carroll, the Class Representative and EY reached an agreement in principle that  
22 led to this Settlement.

23 EY denies all allegations of wrongdoing contained in the Amended  
24 Complaint and denies that it is liable. The Settlement should not be seen as an  
25 admission or concession on the part of EY about any of the claims, its fault or  
26 liability for damages.

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1 3. Why is this a class action?

2 In a class action, one or more people called class representatives sue on  
3 behalf of people or entities, known as “class members,” who have similar claims.  
4 A class action allows one court to resolve in a single case many similar claims that,  
5 if brought separately by individuals, might be economically so small that they  
6 would never be brought. One court resolves the issues for all class members,  
7 except for those who exclude themselves, or “opt out,” from the class (discussed  
8 below). On May 9, 2012, the Court entered the Order Certifying the Proposed  
9 Class and Appointing Class Representative and Class Counsel, which certified the  
10 Litigation as a class action on behalf of the Class (“Class Certification Order”).

11 4. Why is there a settlement?

12 The Court did not finally decide in favor of the Class Representative or EY.  
13 The Settlement will end all the claims against EY in the Litigation and avoid the  
14 uncertainties and costs of further litigation and any future trial. Affected investors  
15 will get compensation immediately, rather than after the time it would take to  
16 conduct additional litigation, brief summary judgment, have a trial and exhaust all  
17 appeals. The Settlement was reached after the Class Representative conducted a  
18 thorough investigation, briefed two challenging motions to dismiss the claims,  
19 successfully appealed the dismissal of all claims against EY to the United States  
20 Court of Appeals for the Ninth Circuit, reviewed more than four million pages of  
21 documents produced during the course of the Litigation, conducted fifteen  
22 depositions, consulted with experts in the field of loss causation, damages,  
23 materiality and GAAS, and engaged in arm’s-length negotiations about a  
24 settlement. Preliminary settlement discussions commenced in late Spring 2008,  
25 and formally resumed in May 2012. Ultimately, in September 2012, through  
26 mediated arm’s-length negotiations before a highly experienced mediator and  
27 Special Master Carroll, the Class Representative and EY reached an agreement in  
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1 principle that led to this Settlement. EY and the Class Representative worked  
2 closely with the co-mediators in connection with the May 2012 and September  
3 2012 mediation sessions. These negotiations ultimately resulted in an agreement  
4 to settle the claims asserted in the Litigation. The Class Representative and Class  
5 Counsel believe the Settlement is in the best interest of Class Members.

6 **WHO IS IN THE SETTLEMENT**

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

8 The Court has certified this Litigation as a class action and everyone who  
9 fits the following description is a Class Member, unless they are an excluded  
10 person or take steps to exclude themselves (*see* Question 6 below):

11 all persons and entities that purchased or otherwise  
12 acquired the Class A common stock of Broadcom  
13 Corporation during the period from February 14, 2006  
through May 25, 2006, inclusive, and were allegedly  
damaged thereby.

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

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

18 Additionally, there are some people who cannot be in the Class. The  
19 excluded persons are: (a) the current or former defendants in the Litigation; (b) the  
20 partners, directors, and principals of EY; (c) the members of the immediate  
21 families of the former individual defendants in the Litigation; (d) the legal  
22 representatives, heirs, successors or assigns of any excluded Person; (e) any entity  
23 in which any current or former defendant has or had a controlling interest; (f)  
24 shares of Broadcom Class A common stock purchased by any Broadcom employee  
25 who acquired the shares through the exercise of incentive stock options from  
26 February 14, 2006 through May 25, 2006, inclusive; and (g) any Person who  
27 timely and validly seeks exclusion from the Class.  
28

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

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

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

9 If you are still not sure whether you are included, you can ask for free help  
10 from the Claims Administrator: *Broadcom Corp. Class Action Litigation, EY*  
11 *Settlement*, Claims Administrator, c/o The Garden City Group, Inc., [address], 800-  
12 [\_\_\_\_], www.[\_\_\_\_].com. Or, if you did not previously submit a claim in connection  
13 with the Broadcom Settlement, you can fill out and return the Proof of Claim and  
14 Release form (“Proof of Claim”) described on page [\_\_\_\_], in Question 10, to see  
15 if you qualify.

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

17 **8. What does the Settlement provide?**

18 In the Settlement, EY has agreed to fund a \$13,000,000 (before interest)  
19 account to be divided, after deduction of Court-awarded attorneys’ fees and  
20 expenses, the Class Representative’s Court-approved costs and expenses,  
21 settlement administration costs and any applicable taxes (“Net Settlement Fund”),  
22 among all Class Members who timely submit valid claims.

23 **9. How much will my payment be?**

24 The Plan of Allocation discussed on page [\_\_\_\_] explains how claimants’  
25 “Recognized Losses” will be calculated. Your share of the Net Settlement Fund  
26 will depend on several things, including: (a) the amount of Recognized Losses of  
27 other Class Members; (b) how many shares of Broadcom stock you bought; (c)  
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1 how much you paid for the shares; (d) when you bought them; and (e) whether or  
2 when you sold them (and, if so, for how much you sold them).

3 It is unlikely that you will get a payment for your entire Recognized Loss,  
4 given the number of potential Class Members. After all Class Members have  
5 submitted their claims, the payment you get will be a portion of the Net Settlement  
6 Fund. Your share will be your Recognized Loss divided by the total of all Class  
7 Members' Recognized Losses and then multiplied by the total amount in the Net  
8 Settlement Fund. *See* the Plan of Allocation beginning on page [\_\_\_\_] for more  
9 information.

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

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

17 10. How can I get a payment?

18 To be eligible for a payment from the EY Settlement, you must **EITHER:**  
19 (1) have *already* submitted a claim in connection with the prior Broadcom  
20 Settlement; **OR**

21 (2) if you *did not* already submit a claim in connection with the Broadcom  
22 Settlement, you must timely submit a validly completed Proof of Claim with  
23 supporting documents (DO NOT SEND ORIGINALS of your supporting  
24 documents) in this Settlement.

25 **DO NOT SUBMIT A CLAIM FORM IF YOU ALREADY SUBMITTED**  
26 **ONE IN CONNECTION WITH THE BROADCOM SETTLEMENT**

27 If you submitted a claim in the Broadcom Settlement, that claim and the  
28 transactional information you already provided will be used to determine your

1 eligibility for a payment from the EY Settlement. You are not being mailed a  
2 Proof of Claim with this Notice. If you previously received a letter from the  
3 Claims Administrator about the rejection or ineligibility of your Broadcom claim,  
4 you must contact the Claims Administrator to rectify your claim to the EY  
5 Settlement. You can check the status of your Broadcom claim or the transactions  
6 you previously submitted by logging into the Settlement website:

7 www\_\_\_\_\_. Information about how to login is being mailed  
8 with this Notice. If you do not have access to the website, you can call the Claims  
9 Administrator at (800) \_\_\_\_\_ - \_\_\_\_\_.

10 If the Claims Administrator did not receive a claim from you in connection  
11 with the Broadcom Settlement, a Proof of Claim is being circulated with this  
12 Notice. You may also get a Proof of Claim on the Internet at the websites for the  
13 Claims Administrator: www.[\_\_].com, or Class Counsel: www.labaton.com.

14 Please read the instructions carefully, fill out the Proof of Claim, include all the  
15 documents the form asks for, sign it, and mail it to the Claims Administrator by  
16 First-Class Mail, **postmarked on or before** \_\_\_\_\_, 2012. *The Claims  
17 Administrator needs all of the information requested in the Proof of Claim in order  
18 to determine what you may be entitled to.*

19 

11. When would I get my payment?
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20 The Court will hold a hearing on \_\_\_\_\_, 2012 at \_\_:\_\_\_.m., to  
21 decide whether to approve the Settlement. All claims need to be submitted  
22 **postmarked on or before** \_\_\_\_\_, 2012. If the Court approves the  
23 Settlement, there may still be appeals which would delay payment, perhaps for  
24 more than a year. It also takes time for all the claims to be processed. Please be  
25 patient.

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

2 Unless you exclude yourself, you will stay in the Class, which means that  
3 once the Settlement becomes effective (the “Effective Date”), you will forever give  
4 up and release all “Released Claims” (as defined below) against the “Released  
5 Defendant Parties.”<sup>3</sup> You will not in the future be able to bring a case asserting  
6 any Released Claim against the Released Defendant Parties.

7 “Released Claims” collectively means any and all claims, debts, demands,  
8 rights, causes of action or liabilities (including, but not limited to, any claims for  
9 negligence, gross negligence, recklessness, intentional conduct, damages, interest  
10 and any other costs, expenses or liability) of every nature and description  
11 whatsoever, known or unknown, whether based on federal, state, local, statutory or  
12 common law or any other law, rule or regulation, whether fixed or contingent,  
13 suspected or unsuspected, whether or not concealed or hidden, accrued or  
14 unaccrued, liquidated or not liquidated, at law or in equity, matured or not matured,  
15 Class-wide or individual in nature, including both known claims and Unknown  
16 Claims (as defined below), (a) that have been asserted in this Litigation by the  
17 Class Members or any of them against any of the Released Defendant Parties, or  
18 (b) that could have been asserted in the Litigation or any other forum by the Class  
19 Members or any of them against any of the Released Defendant Parties, that arise  
20 out of, are based upon, or relate in any way to the allegations, transactions, facts,  
21 matters or occurrences, representations or omissions involved, set forth, or referred  
22 to in the Litigation or that arise out of, are based upon, or relate in any way to  
23 Broadcom’s grants of stock options between April 1998 and May 2003 and EY’s  
24

25 \_\_\_\_\_  
26 <sup>3</sup> “Released Defendant Parties” in this Settlement means EY; each of its current  
27 or former officers, directors, employees, partners, principals, agents, attorneys,  
28 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; and any entity in which EY  
has a controlling interest.



1 2005 audit opinion relating thereto and the purchase or sale of Broadcom Class A  
2 common stock during the Class Period. Released Claims do not include: (i) the  
3 plaintiffs' claims asserted in the Derivative Action and/or the State Derivative  
4 Action; (ii) claims to enforce the Settlement; (iii) claims Broadcom has brought  
5 against EY and claims that EY has brought against Broadcom, if any; or (iv) any  
6 governmental or regulatory agency's claims asserted in any criminal or civil action  
7 against any of the current or former defendants.

8 "Unknown Claims" in this Settlement means any and all Released Claims,  
9 which the Class Representative or any Class Member does not know or suspect to  
10 exist in his, her or its favor at the time of the release of the Released Defendant  
11 Parties, and any Released Defendant's Claims that EY does not know exist in its  
12 favor at the time of the release of the Released Plaintiff Parties, which if known by  
13 it might have affected its decisions with respect to the Settlement. With respect to  
14 any and all Released Claims and Released Defendant's Claims, the Parties  
15 stipulate and agree that, upon the Effective Date, Class Representative and EY  
16 shall expressly, and each Class Member shall be deemed to have, and by operation  
17 of the Judgment shall have, expressly waived and relinquished any and all  
18 provisions, rights and benefits conferred by any law of any state or territory of the  
19 United States, or principle of common law, which is similar, comparable, or  
20 equivalent to Cal. Civ. Code § 1542, which provides:

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

26 Class Representative, the Class Members or EY may hereafter discover facts in  
27 addition to or different from those which he, she, or it now knows or believes to be  
28 true with respect to the subject matter of the Released Claims, but Class

1 Representative and EY shall expressly, fully, finally and forever settle and release,  
2 and each Class Member shall be deemed to have settled and released, and upon the  
3 Effective Date and by operation of the Judgment shall have settled and released,  
4 fully, finally, and forever, any and all Released Claims, without regard to the  
5 subsequent discovery or existence of such different or additional facts. Class  
6 Representative and EY acknowledge, and other Class Members by operation of  
7 law shall be deemed to have acknowledged, that the inclusion of “Unknown  
8 Claims” in the definition of Released Claims and Released Defendant’s Claims  
9 was separately bargained for and was a key element of the Settlement.

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

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

14 If you do not want a payment from this Settlement, but you want to keep any  
15 right you may have to sue or continue to sue the Released Defendant Parties on  
16 your own about the Released Claims, then you must take steps to exclude yourself  
17 from the Settlement. Excluding yourself is known as “opting out” of the Class.  
18 EY may terminate the Settlement if Class Members who purchased in excess of a  
19 certain amount of Broadcom Class A common stock during the Class Period opt  
20 out from the Class.

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

22 To “opt out” (exclude yourself) from the Class, you must send a signed letter  
23 by First-Class Mail stating that you “request exclusion from the Class in *Broadcom*  
24 *Corporation Class Action Litigation, EY Settlement, No. CV-06-5036-R (CWx).*”  
25 ***You must send a letter even if you already sought exclusion from the Settlement***  
26 ***Class in connection with the previously approved Broadcom Settlement.***

27 Your letter must state the date(s), price(s) and number of shares of all your  
28 purchases, acquisitions and sales of Broadcom Class A common stock during the

1 Class Period. This information is needed to determine whether you are a Class  
2 Member. In addition, you must include your name, address, telephone number,  
3 and your signature. You must mail your exclusion request by First-Class Mail, *so*  
4 *that it is received on or before* \_\_\_\_\_, 2012, to:

5 Broadcom Corp. Class Action Litigation, EY Settlement  
6 Claims Administrator  
7 Exclusions  
8 c/o The Garden City Group, Inc.  
9 [address]  
10 [ ]

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

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

17 No. Unless you exclude yourself, you give up any rights to sue EY and the  
18 other Released Defendant Parties for all Released Claims. If you have a pending  
19 lawsuit speak to your lawyer in that case **immediately**. You must exclude yourself  
20 from *this* Class to continue your own lawsuit. Remember, the exclusion deadline  
21 is \_\_\_\_\_, 2012.

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

23 No. If you exclude yourself, do not send in a Proof of Claim to ask for any  
24 money. Any previously submitted claim will also not be processed in the EY  
25 Settlement. However, you may exercise any right you may have to sue, continue  
26 to sue or be part of a different lawsuit against EY and the other Released  
27 Defendant Parties.  
28

**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 Class Counsel. You will not be separately charged for these lawyers. The Court will determine the amount of Class 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?

Class Counsel has not received any payment for its services in pursuing the claims against EY on behalf of the Class, nor has it been reimbursed for its litigation expenses since 2010. At the Settlement Hearing described below, or at such other time as the Court may order, Class Counsel will ask the Court to award it, from the Settlement Fund, attorneys' fees of no more than \_\_\_% 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 \$\_\_\_\_\_, plus interest on the expenses at the same rate as may be earned by the Settlement Fund. Pursuant to the PSLRA, the Class Representative may also ask the Court to reimburse it for costs and expenses it incurred in representing the Class in an amount of no more than \$\_\_\_\_\_. 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 \$\_\_\_\_\_.

The fee requested by Class Counsel would compensate it for its efforts in achieving the Settlement for the benefit of the Class and for the risk in undertaking the Litigation on a contingency basis. A request of \_\_\_\_\_% may be determined by the Court to be reasonable given: (a) the result achieved; (b) the novelty and

1 difficulty of the claims; (c) the risk that the Class Representative would not prevail;  
2 (d) the quality of counsel's representation; and (e) the fees awarded in similar  
3 cases. The Court will determine the amount of the award.

4 **OBJECTING TO THE SETTLEMENT**

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

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

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

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

21 Your objection must be filed with the Court and delivered or mailed First-  
22 Class *so that it is received on or before* \_\_\_\_\_, 2012 to all the following:

23 **COURT:**

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

1  
2 **CLASS COUNSEL:**

3 LABATON SUCHAROW LLP  
4 Thomas A. Dubbs  
5 140 Broadway  
6 New York, NY 10005

**DEFENDANT'S COUNSEL:**  
MORRISON & FOERSTER LLP  
Robert B. Hubbell  
555 West Fifth Street  
Los Angeles, CA 90013

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

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

13 **THE COURT'S SETTLEMENT HEARING**

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

16 The Court will hold a Settlement Hearing at \_\_\_\_\_.m. on \_\_\_\_\_, 2012,  
17 in Courtroom 8 of the Spring Street Courthouse, the United States District Court  
18 for the Central District of California (Western Division), 312 N. Spring Street, Los  
19 Angeles, CA 90012. At this hearing, the Court will consider whether the  
20 Settlement is fair, reasonable and adequate. The Court also will consider the  
21 proposed Plan of Allocation for the proceeds of the Settlement and the applications  
22 for attorneys' fees and reimbursement of expenses. The Court will take into  
23 consideration any written objections filed in accordance with the instructions set  
24 out above in the answer to Question 18. We do not know how long it will take the  
25 Court to make these decisions.

26 You should also be aware that the Court may change the date and time of the  
27 Settlement Hearing without another notice being sent to Class Members. If you  
28

1 want to come to the hearing, you should check with Class Counsel before coming  
2 to be sure that the date and/or time has not changed.

3 21. Do I have to come to the hearing?

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

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

8  
9 If you object to the Settlement, you may ask the Court for permission to  
10 speak at the Settlement Hearing. To do so, you must include with your objection  
11 (*see* Question 18 above) a statement that it is your “notice of intention to appear in  
12 *Broadcom Corp. Class Action Litigation, EY Settlement*, No. CV-06-5036-R  
13 (CWx).” Persons who intend to object and want to present evidence at the  
14 Settlement Hearing must also include in their written objection the identity of any  
15 witness they may call to testify and exhibits they intend to introduce at the  
16 Settlement Hearing. You cannot speak at the hearing if you excluded yourself  
17 from the Class or if you have not provided written notice of your intention to speak  
18 at the Settlement Hearing according to the procedures described above and in the  
19 answer to Question 18.

20 **IF YOU DO NOTHING**

21 23. What happens if I do nothing at all and I never submitted a claim in the  
22 Broadcom Settlement?

23 If you do nothing, and you did not submit a claim in connection with the  
24 earlier Broadcom Settlement, you will get ***no money*** from the EY Settlement and  
25 you ***will not*** be able to start a lawsuit, continue with a lawsuit, or be part of any  
26 other lawsuit against EY and the other Released Defendant Parties about the  
27 Released Claims in this case. To share in the Net Settlement Fund you must  
28 submit a Proof of Claim (*see* Question 10). To start, continue or be a part of any  
*other* lawsuit against EY and the other Released Defendant Parties about the



1 Released Claims in this case you must exclude yourself from this Class (*see*  
2 Question 13).

3 24. What happens if I do nothing and I did submit a claim in the Broadcom  
4 Settlement?

5 If you do nothing, and you *did* submit a claim in connection with the earlier  
6 Broadcom Settlement, you will get money from the EY Settlement if your prior  
7 claim shows that you are eligible to recover from the EY Settlement. If you  
8 previously received a letter from the Claims Administrator about the rejection or  
9 ineligibility of your Broadcom claim, you must contact the Claims Administrator  
10 to rectify your claim to the EY Settlement.

11 You *will not* be able to start a lawsuit, continue with a lawsuit, or be part of  
12 any other lawsuit against EY and the other Released Defendant Parties about the  
13 Released Claims in this case. To start, continue or be a part of any *other* lawsuit  
14 against EY and the other Released Defendant Parties about the Released Claims in  
15 this case you must exclude yourself from this Class (*see* Question 13).

16 **GETTING MORE INFORMATION**

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

18 This Notice summarizes the proposed Settlement. More details are in the  
19 Stipulation and Agreement of Settlement With Ernst & Young LLP, dated as of  
20 \_\_\_\_\_, 2012 (the “Stipulation”). You may review the Stipulation filed  
21 with the Court and all documents filed in the Litigation during business hours at  
22 the Office of the Clerk of the United States District Court for the Central District of  
23 California, Spring Street Courthouse, 312 N. Spring Street, Los Angeles, CA  
24 90012.

25 You also can call the Claims Administrator toll free at 800-[]; call Class  
26 Counsel at (888) 212-5685; write to *Broadcom Corp. Class Action Litigation, EY*  
27 *Settlement*, c/o The Garden City Group, LLP, []; or visit the websites  
28 www.[] .com or www.labaton.com, where you can find answers to common



1 questions about the Settlement, download copies of the Proof of Claim form, and  
2 locate other information to help you determine whether you are a Class Member  
3 and whether you are eligible for a payment. **Please Do Not Call the Court or**  
4 **Ernst & Young With Questions About the Settlement.**

5 **PLAN OF ALLOCATION OF NET SETTLEMENT FUND**  
6 **AMONG CLASS MEMBERS**

7 The \$13,000,000 Settlement Amount and any interest it earns is called the  
8 Settlement Fund. The Settlement Fund, minus all taxes, costs, fees and expenses  
9 (the Net Settlement Fund), will be distributed according to the Plan of Allocation  
10 described herein to members of the Class who timely submit valid claims that  
11 show a Recognized Loss, as defined herein, and that are allowed by the Court  
12 (“Authorized Claimants”). You must have a net loss on all Class Period  
13 transactions in Broadcom Class A common stock to recover. Class Members who  
14 do not timely submit valid claims will not share in the Settlement proceeds, but  
15 will otherwise be bound by the terms of the Settlement. The Court may approve  
16 the Plan of Allocation with or without modifications agreed to among the Parties,  
17 or another Plan of Allocation, without further notice to the Class.

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

1 EY, its counsel, and all other Released Defendant Parties will have no  
2 responsibility for or liability whatsoever for the investment of the Settlement Fund,  
3 the distribution of the Net Settlement Fund, the Plan of Allocation or the payment  
4 of any claim. The Class Representative and Class Counsel likewise will have no  
5 liability for their reasonable efforts to execute, administer and distribute the  
6 Settlement.

7 The following Plan of Allocation reflects the allegations that the price of  
8 Broadcom Class A common stock during the Class Period was inflated artificially  
9 by reason of EY's allegedly false and misleading 2005 Audit Opinion. EY denies  
10 any allegations of liability. The artificial inflation allegedly began on February 14,  
11 2006 when Broadcom filed its Form 10-K for fiscal 2005, which attached EY's  
12 2005 Audit Opinion. The Class Representative alleges that the 2005 Audit  
13 Opinion contained materially false and misleading representations and omissions  
14 regarding EY's audits of Broadcom, which were purportedly conducted in  
15 accordance with GAAS.

16 The Class Representative alleges that the artificial inflation was eliminated  
17 in May 2006 when, among other things, Merrill Lynch issued an "Industry  
18 Overview" report publicly disclosing that Broadcom was suspected of improper  
19 accounting of stock option grants; and it was disclosed that Broadcom had  
20 launched its own internal investigation. The Plan of Allocation described below  
21 was created with the assistance of a damages expert who analyzed the movement  
22 of Broadcom's Class A common stock after the alleged disclosure. It takes into  
23 account the portion of the stock drop attributable to the alleged fraud.

#### 24 **PROVISIONS OF PLAN OF ALLOCATION**

25 Each Authorized Claimant will receive a *pro rata* share of the cash in the  
26 Net Settlement Fund based on his, her or its Recognized Loss. To the extent there  
27 are sufficient funds in the Net Settlement Fund, each Authorized Claimant will  
28 receive an amount equal to the Authorized Claimant's Recognized Loss, as defined

1 herein. If, however, the amount in the Net Settlement Fund is not sufficient to  
2 permit payment of the total of all Recognized Losses, then each Authorized  
3 Claimant will be paid the percentage of the Net Settlement Fund that each  
4 Authorized Claimant's recognized claim bears to the total of the claims of all  
5 Authorized Claimants ("*pro rata* share").

6 For purposes of determining whether a claimant had an out-of-pocket gain  
7 from his, her, or its overall transactions in Broadcom Class A common stock  
8 during the Class Period or suffered a net loss, the Claims Administrator shall  
9 determine the difference between (i) the Total Purchase Amount<sup>4</sup> and (ii) the sum  
10 of the Sales Proceeds<sup>5</sup> and the Holding Value.<sup>6</sup> This difference will be deemed a  
11 claimant's out-of-pocket gain or loss on his, her, or its overall transactions in  
12 common stock during the Class Period.

13 To calculate the Recognized Loss on Broadcom Class A common stock  
14 purchased and sold during the Class Period, such sales must be matched against  
15 purchases during the Class Period. To do so, the earliest sale will be matched first  
16 against those shares in the claimant's opening position on the first day of the Class  
17 Period, and then matched chronologically thereafter against each purchase made  
18 during the Class Period ("*FIFO Matching*"). This means that sales of Broadcom  
19 Class A common stock will be first matched with any pre-Class Period holdings  
20  
21

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22 <sup>4</sup> The "Total Purchase Amount" is the total amount the claimant paid for all  
23 Broadcom Class A common stock purchased during the Class Period.

24 <sup>5</sup> The Claims Administrator shall match any sales of Broadcom Class A  
25 common stock during the Class Period and sales during the PSLRA 90-day  
26 look-back period first against the claimant's opening position in Broadcom  
27 Class A common stock (the proceeds of those sales will not be considered for  
28 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>6</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 [\$ ] per share (the "Holding  
Value").

1 and then matched with purchases during the Class Period in chronological order.  
2 Sales of pre-Class Period purchases shall have no Recognized Loss.

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

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

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

23 For shares of Broadcom Class A common stock purchased between February 14,  
24 2006 and May 25, 2006, inclusive:

25 A. For shares held at the end of trading on August 23, 2006, the Recognized  
26 Loss shall be that number of shares multiplied by the lesser of:

- 27 (1) the applicable Claim Per Share figure for the date of purchase, as  
28 found in Table A; or

- 1 (2) the amount by which the purchase price per share exceeds \$28.47.<sup>7</sup>
- 2 B. For shares sold between February 14, 2006 and May 25, 2006, the  
3 Recognized Loss shall be that number of shares multiplied by the lesser of:<sup>8</sup>
- 4 (1) the applicable Claim Per Share figure for the date of purchase less the  
5 applicable Claim Per Share figure for the date of sale, each as found in  
6 Table A; or
- 7 (2) the amount by which the purchase price per share exceeds the sales  
8 price per share.
- 9 C. For shares sold between May 26, 2006 and August 23, 2006, the Recognized  
10 Loss shall be that number of shares multiplied by the lesser of:
- 11 (1) the applicable Claim Per Share figure for the date of purchase, as  
12 found in Table A; or
- 13 (2) the amount by which the purchase price per share exceeds the average  
14 closing price<sup>9</sup> of Broadcom common stock between May 26, 2006 and  
15 the date of sale.<sup>10</sup>

16 <sup>7</sup> Pursuant to Section 21(D)(e)(1) of the PSLRA, “in any private action arising  
17 under this title in which the plaintiff seeks to establish damages by reference to  
18 the market price of a security, the award of damages to the plaintiff shall not  
19 exceed the difference between the purchase or sale price paid or received, as  
20 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.” \$28.47 was the mean closing price of Broadcom  
common stock during the 90-day period beginning on May 26, 2006 and ending  
on August 23, 2006.

21 <sup>8</sup> The Recognized Loss for shares that were both purchased and sold within the  
22 same Transaction Date Range as set forth in Table A, will be zero.

23 <sup>9</sup> The Claims Administrator will calculate the average closing price of Broadcom  
24 Class A common stock between May 26, 2006 and the date of sale using pricing  
data set forth in Table B, available at [www.broadcomclassactionsettlement.com](http://www.broadcomclassactionsettlement.com).

25 <sup>10</sup> Pursuant to Section 21(D)(e)(2) of the PSLRA, “in any private action arising  
26 under this title in which the plaintiff seeks to establish damages by reference to  
27 the market price of a security, if the plaintiff sells or repurchases the subject  
28 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.”

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**Table A**

<u>Purchase or Sale Transaction Date Range</u>	<u>Claim Per Share</u>
02-14-2006 – 05/19/2006	\$1.73
05-22-2006 – 05-25-2006	\$0.10

Dated: \_\_\_\_\_, 2012

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

# EXHIBIT A-2

**Must be  
Postmarked No  
Later Than**  
\_\_\_\_\_

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

BR

Claim Number:

Control Number:

## PROOF OF CLAIM AND RELEASE

THIS PROOF OF CLAIM IS ONLY TO BE USED BY CLAIMANTS WHO DID NOT PREVIOUSLY SUBMIT A CLAIM IN CONNECTION WITH THE EARLIER SETTLEMENT WITH BROADCOM CORPORATION (THE BROADCOM SETTLEMENT).

YOU MUST COMPLETE THIS CLAIM FORM BY \_\_\_\_\_, 2012 TO BE ELIGIBLE TO SHARE IN THE EY SETTLEMENT.

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SECTION A - CLAIMANT INFORMATION .....	2
SECTION B - BROADCOM CLASS A COMMON STOCK .....	3
SECTION C - RELEASE AND SIGNATURE .....	4



## SECTION A-CLAIMANT INFORMATION

**Claimant Name(s)** (as you would like the name(s) to appear on the check, if eligible for payment):

**Account Number:** (not required)

**Last 4 digits of Claimant Social Security Number/Taxpayer ID Number:**

**Name of the Person you would like the Claims Administrator to Contact Regarding This Claim** (if different from the Claimant Name(s) listed above):

**Claimant or Representative Contact Information:**

The Claims Administrator will use this information for all communications relevant to this Claim (including the check, if eligible for payment). If this information changes, you MUST notify the Claims Administrator in writing at the address above.

**Street Address:**



**City:**

**State and Zip Code:**

**Country (Other than U.S.):**

**Daytime Telephone Number:** (     )     -    

**Evening Telephone Number:** (     )     -    

**Email Address:**

(Email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)

IF YOU FAIL TO SUBMIT A COMPLETE CLAIM BY \_\_\_\_\_, 2012 YOUR CLAIM IS SUBJECT TO REJECTION OR YOUR PAYMENT MAY BE DELAYED.

**NOTICE REGARDING ELECTRONIC FILES:** Certain claimants with large numbers of transactions may request to, or may be requested to, submit information regarding their transactions in electronic files. To obtain the mandatory electronic filing requirements and file layout, you may visit the website at [www.broadcomclassactionsettlement.com](http://www.broadcomclassactionsettlement.com) or you may e-mail the Claims Administrator at [eClaim@gardencitygroup.com](mailto:eClaim@gardencitygroup.com). Any file not in accordance with the required electronic filing format will be subject to rejection. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email after processing your file with your claim numbers and respective account information. Do not assume that your file has been received or processed until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at [eClaim@gardencitygroup.com](mailto:eClaim@gardencitygroup.com) to inquire about your file and confirm it was received and acceptable.

**NOTE:** Separate Proofs of Claim should be submitted for each separate legal entity (for example, a claim from Joint Owners should not include separate transactions of just one of the Joint Owners, an Individual should not combine his or her IRA transactions with transactions made solely in the Individual's name). Conversely, a single Proof of Claim should be submitted on behalf of one legal entity including all transactions made by that entity no matter how many separate accounts that entity has (for example, a Corporation with multiple brokerage accounts should include all transactions made in Broadcom Class A common stock during the Class Period on one Proof of Claim, no matter how many accounts the transactions were made in.)

**SECTION B - BROADCOM CLASS A COMMON STOCK**

YOU MUST SUBMIT DOCUMENTATION SUPPORTING THE INFORMATION BELOW

1. **BEGINNING HOLDINGS:** Number of shares of Broadcom Class A common stock held at the beginning of trading on **February 14, 2006** (If none, write "zero" or "0." If other than zero, must be documented.)
2. **PURCHASES:** Purchases or other acquisitions, including by way of exchange, conversion or otherwise (on or after **February 14, 2006** through and including **May 25, 2006**) of Broadcom Class A common stock, inclusive. (Must be documented)

Date(s) of Purchase (List Chronologically) (Month/Day/Year)	Number of Shares Of Class A Common Stock Purchased	Purchase Price Per Share of Class A Common Stock	Total Purchase Price (excluding commissions, taxes and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

3. **PURCHASES:** Number of shares of Broadcom Class A common stock purchased during the period between **May 26, 2006** and **August 23, 2006**, inclusive, (If none, write "zero" or "0." If other than zero, must be documented.)
4. **SALES:** Sales or other deliveries, including by way of exchange or otherwise (on or after **February 14, 2006** through and including **August 23, 2006**) of Broadcom Class A common stock, inclusive. (Must be documented)

Date(s) of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Of Class A Common Stock Sold	Sale Price Per Share of Class A Common Stock	Total Sales Price (excluding commissions, taxes and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

5. **UNSOLD HOLDINGS:** Number of shares of Broadcom Class A common stock held at the close of trading on **August 23, 2006**. (If none, write "zero" or "0." If other than zero, must be documented.)

**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST  
PHOTOCOPY THIS PAGE AND CHECK THIS BOX D  
IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL NOT BE REVIEWED**

**SECTION C-RELEASE AND SIGNATURE**

**I. DEFINITIONS**

All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Notice of Pendency of Class Action and Proposed Settlement With Ernst & Young LLP and Motion for Attorneys' Fees and Expenses ("Notice") that accompanies this Proof of Claim and in the Stipulation and Agreement of Settlement With Ernst & Young LLP ("Stipulation").

**II. SUBMISSION TO THE JURISDICTION OF THE COURT AND ACKNOWLEDGMENTS**

I (We) submit this Proof of Claim under the terms of the Stipulation described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Central District of California with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I (we) will be bound by and subject to the terms of any Final Order and Judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions or sales or holdings of Broadcom Class A common stock during the Class Period and know of no other Person having done so on my (our) behalf.

**III. RELEASE**

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release and discharge from the Released Claims each and all of the Released Defendant Parties as those terms and terms related thereto are defined in the accompanying Notice.
2. This release shall be of no force or effect unless and until the Court approves the Stipulation and the Effective Date (as defined in the Stipulation) has occurred.
3. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.
4. I (We) hereby warrant and represent that I (we) have included information about all of my (our) purchases, acquisitions, and sales and other transactions in Broadcom Class A common stock which occurred during the requested time periods and the number of shares of Broadcom Class A common stock held by me (us) at the beginning of trading on February 14, 2006, and at the close of trading on August 23, 2006.
5. I (We) hereby warrant and represent that I am (we are) not excluded from the Class as defined in the Notice, and that none of the shares reflected in the schedules of transactions were acquired by me (us) while a Broadcom employee, from February 14, 2006 through May 25, 2006, inclusive, through the exercise of incentive stock options granted by Broadcom.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_.  
(Month/Year) (City) (State/Country)

\_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
(Type or print your name here)

\_\_\_\_\_  
(Joint owner sign your name here)

\_\_\_\_\_  
(Joint owner type or print your name here)

\_\_\_\_\_  
(Capacity of persons signing, e.g., Beneficial Purchaser, Executor or Administrator)

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## REMINDER CHECKLIST

1. Please fill out this form in its entirety.
2. Don't forget to sign page 4 of the Proof of Claim and Release.
3. For an overview of what constitutes adequate supporting documentation please visit [www.gardencitygroup.com/cases/filingtips.html](http://www.gardencitygroup.com/cases/filingtips.html).
4. DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.
5. The Claims Administrator will acknowledge receipt of your Proof of Claim by mail, within 45 days. Your Claim is not deemed filed until you receive an acknowledgment postcard. If you do not receive an acknowledgment postcard within 45 days, please call the Claims Administrator toll free at **1(866) 975-4790**.
6. If you move, please send us your new address.
7. **Do not use highlighter on the Proof of Claim form or supporting documentation.**
8. Please make a copy of your completed form for your records.

THIS PROOF OF CLAIM MUST BE POSTMARKED NO LATER THAN  
\_\_\_\_\_, 2012 AND MUST BE MAILED TO:

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

# EXHIBIT A-3

1 JOSEPH J. TABACCO, JR. #75484  
Email: jtabacco@bermandevalerio.com  
2 NICOLE LAVALLEE #165755  
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6 *Liaison Counsel for Class Representative New Mexico*  
*State Investment Council and the Class*

7 THOMAS A. DUBBS (admitted *pro hac vice*)  
8 Email: tdubbs@labaton.com  
JOSEPH A. FONTI (admitted *pro hac vice*)  
9 Email: jfonti@labaton.com  
STEPHEN W. TOUNTAS (admitted *pro hac vice*)  
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**LABATON SUCHAROW LLP**  
11 140 Broadway  
New York, New York 10005  
12 Telephone: (212) 907-0700  
Facsimile: (212) 818-0477

13 *Class Counsel for Class Representative New Mexico*  
14 *State Investment Council and the Class*

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

17 \_\_\_\_\_  
18 In re BROADCOM CORPORATION  
CLASS ACTION LITIGATION

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

19 } **SUMMARY NOTICE OF**  
20 } **PENDENCY OF CLASS ACTION**  
21 } **AND PROPOSED SETTLEMENT**  
22 } **WITH ERNST & YOUNG LLP AND**  
} **MOTION FOR ATTORNEYS' FEES**  
} **AND EXPENSES**

23 **TO: ALL PERSONS AND ENTITIES THAT PURCHASED OR**  
24 **OTHERWISE ACQUIRED THE CLASS A COMMON STOCK OF**  
25 **BROADCOM CORPORATION DURING THE PERIOD FROM**  
26 **FEBRUARY 14, 2006 THROUGH MAY 25, 2006, INCLUSIVE, (THE**  
27 **“CLASS PERIOD”) AND WERE ALLEGEDLY DAMAGED**  
28 **THEREBY (THE “CLASS”).**

**YOU ARE HEREBY NOTIFIED**, pursuant to Rule 23 of the Federal  
Rules of Civil Procedure and an Order of the Court, that the above-captioned

1 action has been certified as a class action and that a settlement of the action for  
2 \$13,000,000 has been proposed by the Parties (the “EY Settlement”). A hearing  
3 will be held before the Honorable Manuel L. Real of the United States District  
4 Court for the Central District of California in the Spring Street Courthouse, Room  
5 8, 312 N. Spring Street, Los Angeles, CA 90012, at \_\_:\_\_\_ .m., on \_\_\_\_\_  
6 \_\_\_\_\_, 2012 to determine: whether the proposed settlement should be approved by  
7 the Court as fair, reasonable, and adequate; whether the proposed plan of allocation  
8 for distribution of the settlement proceeds should be approved; to consider the  
9 request of Class Counsel for attorneys’ fees and reimbursement of litigation  
10 expenses; and to consider the request of Class Representative, if any, for  
11 reimbursement of its reasonable costs and expenses relating to its representation of  
12 the Class. The Court may change the date of the hearing without providing another  
13 notice.

14 **IF YOU ARE A MEMBER OF THE CLASS DESCRIBED ABOVE,**  
15 **YOUR RIGHTS WILL BE AFFECTED AND YOU MAY BE ENTITLED**  
16 **TO SHARE IN THE NET SETTLEMENT FUND.** If you have not yet received  
17 the full printed Notice of Pendency of Class Action and Proposed Settlement With  
18 Ernst & Young LLP and Motion for Attorneys’ Fees and Expenses (“Notice”) or a  
19 Proof of Claim and Release form (“Proof of Claim”) (if you did not already submit  
20 one in connection with the previously approved settlement with Broadcom  
21 Corporation (“Broadcom Settlement”)) you may obtain copies of these documents  
22 by contacting the Claims Administrator:

23 *Broadcom Corp. Class Action Litigation, EY Settlement*

24 Claims Administrator

25 c/o [\_\_\_\_\_]

26 [\_\_\_\_\_]

27 [\_\_\_\_\_]

28 800-[\_\_\_\_\_]

www.[\_\_\_\_\_].com

1           Inquiries, other than requests for information about the status of a claim,  
2 may also be made to Class Counsel:

3                                   Labaton Sucharow LLP  
4                                   Thomas A. Dubbs  
5                                   140 Broadway  
6                                   New York, New York 10005  
7                                   [        ]  
8                                   www.labaton.com

9           To participate in the proposed EY Settlement and be eligible to receive a  
10 recovery, you must **either** (1) have already submitted a claim in connection with  
11 the Broadcom Settlement; **or** (2) if you **did not** previously submit a claim, submit  
12 a Proof of Claim in the EY Settlement *postmarked no later than* \_\_\_\_\_, **2012**.  
13 To exclude yourself from the Class, **even if you previously excluded yourself**  
14 **from the Broadcom Settlement**, you must submit a request for exclusion so that it  
15 is *received no later than* \_\_\_\_\_, **2012**. If you are a Class Member  
16 and do not exclude yourself from the Class, you will be bound by the Final Order  
17 and Judgment as to Ernst & Young LLP and all future Orders in the action. Any  
18 objection to the Settlement must be filed with the Court and served on counsel for  
19 the parties so that it is *received no later than* \_\_\_\_\_, **2012**. If you  
20 are a Class Member and do not timely submit a valid claim, you will not share in  
21 the Settlement, but you nevertheless will be bound by the Final Order and  
22 Judgment, and all future Orders, of the Court.

23 DATED: \_\_\_\_\_

24 BY ORDER OF THE COURT  
25 UNITED STATES DISTRICT COURT  
26 CENTRAL DISTRICT OF CALIFORNIA  
27  
28



# EXHIBIT B

1 JOSEPH J. TABACCO, JR. #75484  
Email: jtabacco@bermandevalerio.com  
2 NICOLE LAVALLEE #165755  
Email: nlavallee@bermandevalerio.com  
3 **BERMAN DeVALERIO**  
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4 San Francisco, CA 94111  
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5 Facsimile: (415) 433-6382

6 *Liaison Counsel for Class Representative New Mexico*  
*State Investment Council and the Class*

7 THOMAS A. DUBBS (admitted *pro hac vice*)  
8 Email: tdubbs@labaton.com  
JOSEPH A. FONTI (admitted *pro hac vice*)  
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STEPHEN W. TOUNTAS (admitted *pro hac vice*)  
10 Email: stountas@labaton.com  
**LABATON SUCHAROW LLP**  
11 140 Broadway  
New York, New York 10005  
12 Telephone: (212) 907-0700  
Facsimile: (212) 818-0477

13 *Class Counsel for Class Representative New Mexico*  
14 *State Investment Council and the Class*

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.

14  
15 Dated: \_\_\_\_\_, 2012

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18 Honorable Manuel L. Real  
19 UNITED STATES DISTRICT JUDGE  
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**EXHIBIT A**

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