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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)

) **FINAL ORDER AND JUDGMENT**  
) **AS TO ERNST & YOUNG LLP**

) **Honorable Manuel L. Real**  
)

1           **WHEREAS:**

2           A.     As of September 27, 2012, Class Representative, New Mexico State  
3 Investment Council (“Class Representative”), acting on behalf of itself and the  
4 Class, entered into a Stipulation and Agreement of Settlement with Ernst & Young  
5 LLP (the “Stipulation”) with Ernst & Young LLP (“EY” or the “Defendant”) in  
6 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 October 12, 2012 (the “Preliminary Approval Order”), the  
10 Court scheduled a hearing for December 3, 2012, at 10:00.m. (the “Settlement  
11 Hearing”) to: (a) determine whether the proposed settlement of the Litigation on  
12 the terms and conditions provided for in the Stipulation is fair, reasonable and  
13 adequate, and should be approved by the Court; and (b) determine whether a  
14 judgment as provided for in the Stipulation should be entered. The Court ordered  
15 that the Notice of Pendency of Class Action and Proposed Settlement With Ernst &  
16 Young LLP and Motion for Attorneys’ Fees and Expenses (the “Notice”) and,  
17 where applicable, a Proof of Claim and Release Form (“Proof of Claim”), in the  
18 form attached as Exhibits 1 and 2 to the Preliminary Approval Order, be mailed by  
19 first-class mail, postage prepaid, on or before October 16, 2012 (“Notice Date”) to  
20 all putative Class Members at the address of each such Person as set forth in the  
21 records of Broadcom Corporation (“Broadcom”) or its transfer agent, or who  
22 otherwise could be identified through reasonable effort, and that a Summary  
23 Notice of Pendency of Class Action and Hearing on Proposed Settlement With  
24 Ernst & Young LLP and Motion for Attorneys’ Fees and Expenses (the “Summary  
25 Notice”), in the form attached to the Preliminary Approval Order as Exhibit 3, be  
26 published in *The Wall Street Journal* and transmitted over *Business Wire* within  
27 fourteen (14) calendar days of the Notice Date.

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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 November 19, 2012.

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

7 E. On November 2, 2012, Class Representative moved for final approval  
8 of the Settlement, as set forth in the Preliminary Approval Order. The Settlement  
9 Hearing was duly held before this Court on December 3, 2012, at which time all  
10 interested Persons were afforded the opportunity to be heard.

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

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

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

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

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

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

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

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

24 6. The Stipulation and the proposed Settlement are hereby approved as  
25 fair, reasonable, adequate, and in the best interests of the Class Members, and shall  
26 be consummated in accordance with the terms and provisions of the Stipulation.  
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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.  
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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: Dec. 4, 2012



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

Donald J. Kovacic