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8 *Lead Counsel for the Derivative Plaintiffs*

9  
 10 UNITED STATES DISTRICT COURT  
 11 CENTRAL DISTRICT OF CALIFORNIA  
 12 WESTERN DIVISION

13  
 14 IN RE BROADCOM CORP.  
 DERIVATIVE LITIGATION

Master File No.  
 C-06-3252 R (CWx)

15  
 16 **CORRECTED AMENDED NOTICE**  
**OF PROPOSED SETTLEMENT OF**  
**SHAREHOLDER DERIVATIVE**  
**ACTION AND HEARING**

17  
 18 **EXHIBIT A-1**

1 **TO: ANY PERSON WHO OWNED BROADCOM CORPORATION**  
2 **COMMON STOCK ON AUGUST 20, 2009 (“CURRENT BROADCOM**  
3 **SHAREHOLDER”)**

4 **PLEASE READ THIS NOTICE CAREFULLY**

5 **THIS NOTICE RELATES TO THE PENDENCY AND PROPOSED**  
6 **PARTIAL SETTLEMENT OF THIS SHAREHOLDER DERIVATIVE**  
7 **LITIGATION**

8 **YOU ARE HEREBY NOTIFIED**, pursuant to Federal Rule of Civil  
9 Procedure 23.1 and an Order of the United States District Court for the Central  
10 District of California, Western Division (the “Court”), that a proposed settlement  
11 (the “Settlement”) has been reached among the Federal Derivative Plaintiffs, on  
12 behalf of nominal defendant Broadcom Corporation (“Broadcom” or the  
13 “Company”), Broadcom’s Special Litigation Committee, certain of the Individual  
14 Defendants, and Broadcom in the above-captioned derivative litigation (the  
15 “Federal Derivative Action”). The Federal Derivative Action has been brought  
16 derivatively on behalf of Broadcom to remedy the harm allegedly caused to the  
17 Company by the defendants’ alleged violations of Federal and State law and  
18 breaches of fiduciary duties.

19 The Settling Defendants are David A. Dull, George L. Farinsky, Aurelio E.  
20 Fernandez, Bruce E. Kiddoo, John E. Major, Scott A. McGregor, Scott J. Poteracki,  
21 Alan E. Ross, Robert E. Switz and Werner F. Wolfen. The Non-Settling  
22 Defendants are Henry T. Nicholas III, William J. Ruehle and Henry Samuelli.  
23 Claims are also being released by Broadcom, the Lead Federal Derivative Plaintiffs  
24 and all Current Broadcom Shareholders against Martin Colombatto, Myron S.  
25 Eichen and/or his estate, Maureen Grzelakowski, Nancy Handel, Timothy  
26 Lindenfelser and Vahid Manian.

27 The benefits to the Company of the proposed Settlement, which is subject to  
28 Court approval, include payments by Broadcom’s directors’ and officers’ liability  
insurers to Broadcom and other consideration totaling more than \$118,000,000.

A hearing (the “Settlement Hearing”) will be held on December 14, 2009 at

1 10:00 a.m. by the Court at the United States Courthouse, 312 North Spring Street,  
 2 Courtroom 8, Los Angeles, California to determine: (i) whether the Settlement of  
 3 the Federal Derivative Action on the terms and conditions provided for in the  
 4 Stipulation is fair, reasonable and adequate to the Current Broadcom Shareholders  
 5 and to Broadcom and should be approved by the Court; and (ii) whether a Judgment  
 6 as provided in ¶ V.A.(9) of the Stipulation should be entered herein.

7 The Settling Defendants have denied, and continue to deny, and have  
 8 contested and continue to contest each and every allegation of liability and  
 9 wrongdoing on their part, and assert that they have strong factual and legal defenses  
 10 to all claims alleged against them in the Consolidated Amended Derivative  
 11 Complaint and that such claims are without merit. Without admitting any  
 12 wrongdoing or liability on their part whatsoever, the Settling Defendants  
 13 nevertheless are willing to enter into the Settlement provided for herein in order  
 14 fully and finally to settle and dispose of all claims that have been or could have  
 15 been asserted against them in the Federal Derivative Action and to avoid the  
 16 continuing burden, expense, inconvenience and distraction of protracted litigation.

17 **I. THE DERIVATIVE ACTIONS AND THE SPECIAL LITIGATION**  
 18 **COMMITTEE**

19 **A. The Consolidated Federal Derivative Action**

20 On and after May 25, 2006, L.A. Murphy, Yen Shei and Alfred Ronconi filed  
 21 three derivative actions in the Central District of California: *Murphy v. McGregor,*  
 22 *et al.*, Case No. CV-06-3252-R (May 25, 2006); *Shei v. McGregor et al.*, Case  
 23 No. CV-06-0663-R (July 17, 2006); and *Ronconi v. Dull, et al.*, Case No. CV-06-  
 24 0771-R (August 18, 2006). On June 23, 2006, an action initially filed in Orange  
 25 County Superior Court was removed to this Court and was captioned *Jin, et al. v.*  
 26 *Broadcom, et al.*, Case No. CV-06-0573-R. By an order dated August 16, 2006,  
 27 this Court consolidated Murphy and Shei under the caption *In re Broadcom*  
 28 *Corporation Derivative Litigation*, Master File No. CV-06-3252-R (CWx). On

1 August 18, 2006, plaintiffs filed a Consolidated Amended Derivative Complaint.  
2 By an order dated October 16, 2006, the Court consolidated *Jin* and *Ronconi* with  
3 *In re Broadcom Corporation Derivative Litigation*, Master File CV-06-3252-R  
4 (CWx), and appointed Richard M. Heimann of Lieff, Cabraser, Heimann &  
5 Bernstein, LLP to serve as lead counsel (“Lead Federal Derivative Plaintiffs’  
6 Counsel”). On November 3, 2006, plaintiffs filed their Consolidated Amended  
7 Derivative Complaint (the “Amended Complaint”).

8 The Amended Complaint names Broadcom as a nominal defendant, and  
9 asserts claims against certain of the Individual Defendants for alleged violations of  
10 Sections 10(b), 14(a), and 20(a) of the Securities Exchange Act of 1934, breaches  
11 of fiduciary duty, abuse of control, gross mismanagement, waste of corporate  
12 assets, unjust enrichment, rescission, constructive fraud, insider trading, violations  
13 of California Corporations Code §§ 25402 and 25403, and an accounting and  
14 constructive trust. The Amended Complaint alleges, among other things, that the  
15 named Individual Defendants intentionally manipulated certain of Broadcom’s  
16 stock option grant dates between 1997 and May 2003 in order to enrich themselves  
17 at the expense of Broadcom and Broadcom shareholders. The Amended Complaint  
18 further alleges that the claimed manipulation of grant dates caused Broadcom to  
19 issue false and misleading statements with the SEC, as more fully set forth therein.

20 The Amended Complaint further alleges that the named Individual  
21 Defendants’ conduct caused Broadcom to expend significant sums of money,  
22 including but not limited to, legal fees and expenses in connection with internal  
23 investigations and lawsuits, and seeks damages to compensate Broadcom for those  
24 expenditures.

25 The Settling Defendants deny any and all allegations of wrongdoing.

26 **B. The State Derivative Actions**

27 On June 23, 2006, Pirelli Armstrong Tire Corporation Retiree Medical  
28 Benefits Trust filed a putative derivative action, purportedly on behalf of

1 Broadcom, against certain of the Individual Defendants in Orange County Superior  
2 Court. On July 18, 2006, Andrew Servais filed a substantially-similar putative  
3 derivative complaint, again purportedly on behalf of Broadcom, against the same  
4 Individual Defendants named in *Pirelli*. The state court consolidated the two cases  
5 on August 11, 2006, and the state court plaintiffs filed a Consolidated Complaint on  
6 September 18, 2006, naming all of the Individual Defendants. That consolidated  
7 case, known as *In re Broadcom Corp. Derivative Litigation*, Lead Case  
8 No. 06CC00124, pending in the Superior Court of the State of California, County  
9 of Orange, before the Honorable Ronald L. Bauer, together with any other  
10 derivative lawsuit filed in state court arising out of, based upon or related to the  
11 allegations, transactions, facts, matters or occurrences, representations or omissions  
12 involved, set forth, or referred to in any of the claims in the Federal Derivative  
13 Action, constitutes the State Derivative Action.

14 On January 8, 2007, the state Court entered an order staying prosecution of  
15 the State Derivative Action.

16 **C. The Special Litigation Committee**

17 In May 2007, Broadcom's Board of Directors established a special litigation  
18 committee ("SLC") to decide what course of action Broadcom should pursue in  
19 respect of the claims asserted in this Federal Derivative Action and the State  
20 Derivative Action. The SLC retained counsel to assist it.

21 **D. The Settlement Efforts**

22 For approximately sixteen months, the Federal Derivative Plaintiffs,  
23 Broadcom, the Settling Defendants, and Broadcom's directors and officers liability  
24 insurance carriers engaged in extensive negotiations regarding a potential  
25 settlement of the Federal Derivative Action. To that end, various of those parties  
26 participated in multiple mediation sessions in Los Angeles, San Francisco and New  
27 York with Judge Daniel Weinstein (Ret.), a highly skilled and experienced  
28 mediator, and the Court-appointed Special Master, John Francis Carroll. As a

1 result of these settlement discussions and mediations, the Settling Parties ultimately  
2 agreed to the terms contained in a detailed Stipulation and Agreement of Partial  
3 Settlement dated August 20, 2009 (the “Stipulation”).

4 **E. Benefits to Broadcom from the Settlement**

5 Lead Federal Derivative Plaintiffs’ Counsel engaged in arm’s-length  
6 negotiations with counsel for the Settling Defendants and Released Persons with a  
7 view to achieving the benefits set forth herein. Lead Federal Derivative Plaintiffs’  
8 Counsel and the Special Litigation Committee believe that the Settlement provides  
9 an excellent outcome for Broadcom based upon the claims asserted against the  
10 Settling Defendants, the evidence developed, and the recoverable damages that  
11 might be proven at trial. The monetary recovery provides the Company with  
12 substantial means to fund the cost of litigating and/or resolving the Federal Class  
13 Action and, therefore, benefits the Company’s current shareholders. Based on their  
14 analysis, Lead Federal Derivative Plaintiffs’ Counsel and the Special Litigation  
15 Committee have concluded that the terms and conditions of the Settlement are fair,  
16 reasonable and adequate to the Company and its shareholders, and in their best  
17 interests, and have agreed to partially settle the claims asserted in the Federal  
18 Derivative Action pursuant to the terms and provisions of the Stipulation, after  
19 considering: (i) the substantial benefits that the Company and its shareholders will  
20 receive from the settlement of the Federal Derivative Action; (ii) the attendant risks  
21 of continued litigation against the Settling Defendants, especially in complex  
22 actions such as this Federal Derivative Action, as well as the difficulties and delays  
23 inherent in such litigation; and (iii) the desirability of permitting the Settlement to  
24 be consummated, as provided by the terms of the Stipulation. Broadcom has  
25 acknowledged the substantial benefits conferred on it by the Settlement.

26 **F. The Settling Defendants’ Denials of Wrongdoing**

27 The Settling Defendants deny any wrongdoing, and nothing in the Stipulation  
28 shall be construed or deemed to be evidence of, or an admission or concession on

1 the part of Broadcom or any Settling Defendant or any Released Person, or as  
2 evidence, of the truth or validity of any of the allegations in the Federal Derivative  
3 Action, or of any liability, fault, or wrongdoing of any kind or any infirmity in the  
4 defenses that the Settling Defendants could have asserted. The Settling Defendants  
5 assert that they complied with all applicable laws and regulations, deny that they  
6 have committed any act or omitted to perform any act that gives rise to any liability  
7 and/or violation of securities law or breach of fiduciary duties, and state that they  
8 are entering into this Settlement to eliminate the burden and expense of further  
9 litigation. The Settling Defendants do not dispute, however, that the Federal  
10 Derivative Action is being voluntarily settled upon the advice of counsel, and that  
11 the terms of the Settlement are fair, adequate and reasonable. The Stipulation shall  
12 not be construed or deemed to be a concession by any party of any infirmity in, or  
13 validity of, the claims asserted in either the Federal Derivative Action or the State  
14 Derivative Action.

## 15 **II. TERMS OF THE PROPOSED SETTLEMENT**

16 The full terms and conditions of the Settlement are embodied in the  
17 Stipulation, which is on file with the Court. The following is only a summary of  
18 the Stipulation.

### 19 **A. Payments to Broadcom on Behalf of the Released Persons**

20 Broadcom will receive payments totaling \$118,000,000 (the “Settlement  
21 Amount”). Each of the Released Persons is an insured under Broadcom’s directors  
22 and officers liability insurance policies having a policy period of September 15,  
23 2005 to September 15, 2006. As part of the consideration for the Settlement, the  
24 Released Persons relinquished their rights under the policies and agreed that  
25 Broadcom will receive from the Insurers reimbursements ultimately totaling  
26 \$118,000,000 pursuant to the terms of the Insurance Agreement, which is attached  
27  
28

1 as an exhibit to the Stipulation.<sup>1</sup>

2 Payments from the Insurers pursuant to the Insurance Agreement shall be  
3 made into the Settlement Fund, which shall be governed by the Escrow Agreement,  
4 which is also attached as an exhibit to the Stipulation. As set forth more fully in the  
5 Escrow Agreement and the Insurance Agreement, the Settlement Fund shall be  
6 created within thirty (30) calendar days after preliminary approval of the Stipulation  
7 by the Court, and shall be disbursed upon the Court's final approval of the  
8 Stipulation (notwithstanding any appeals or potential appeals), as ordered by the  
9 Court.

10 **B. Compromise of Insurance Disputes**

11 The Released Persons and the Insurers exchanged releases relating to  
12 Broadcom's directors and officers liability insurance policies, as provided in the  
13 Insurance Agreement. The Non-Settling Defendants retain all rights as against the  
14 Insurers under Broadcom's directors and officers liability insurance policies, and  
15 the Insurers reserve all of their rights as to the Non-Settling Defendants. Broadcom  
16 will indemnify the Insurers for claims by the Non-Settling Defendants as provided  
17 in Section 4 of the Insurance Agreement.

18 **C. Other Consideration: Repricing and Cancellation of Stock Options**

19 Broadcom repriced and/or terminated certain outstanding stock options  
20 granted to Settling Defendant David A. Dull, a former Broadcom Treasurer, and a  
21 former Broadcom Manager of Financial Reporting, for total forfeitures valued at  
22 approximately \$846,030.92.

23  
24  
25 <sup>1</sup> As set forth more fully in Section 2.G of the Insurance Agreement, should  
26 Broadcom recover a sum greater than \$15,000,000 in the Federal Derivative Action  
27 or the State Derivative Action, together, from the Non-Settling Defendants, then  
28 Federal Insurance Company shall be repaid \$500,000 of its contribution to the  
Settlement Fund. In this event, the Settlement Amount shall be equal to  
\$117,500,000.

1           **D. Contribution Bar and Judgment Reduction**

2           In accordance with § 21D(f)(7) of the Private Securities Litigation Reform  
3 Act of 1995, 15 U.S.C. § 78u-4(f)(7), each of the Released Persons, by virtue of the  
4 Judgment, shall be discharged from all claims for contribution brought by other  
5 Persons. The Judgment and bar order, included in an exhibit to the Stipulation, will  
6 constitute the final discharge of all obligations to the Federal Derivative Plaintiffs,  
7 Broadcom shareholders and Broadcom of the Released Persons arising out of,  
8 based upon or related to the Federal Derivative Action, except for any discovery  
9 obligations the Released Persons may have. The Judgment will bar all future  
10 claims for contribution arising out of, based upon or related to the Released Claims  
11 by any Person against the Released Persons, and by the Released Persons against  
12 any Person.

13           In addition to the contribution bar, any subsequent judgment against any of  
14 the Non-Settling Defendants (a “Subsequent Judgment”) will be reduced by the  
15 greater of the Settlement Amount or an amount that corresponds to the total  
16 percentage of responsibility of the Settling Defendants and the Settling State  
17 Defendants.

18           **E. Covenant Not to Execute**

19           The benefit obtained by Broadcom for any Subsequent Judgment will not  
20 include any judgment reduction pursuant to Section II.D. or any amount that  
21 Broadcom is required to indemnify the Insurers pursuant to Section 4 of the  
22 Insurance Agreement. If Broadcom is legally unable to satisfy its indemnification  
23 obligation to the Insurers, the Company will not execute on any judgment as to  
24 which Broadcom is unable to satisfy its indemnity obligations to the Insurers under  
25 the Insurance Agreement.

26           **F. Stay of Shareholder Litigation Pending the Outcome of Criminal**  
27           **Cases**

28           The Settling Parties fully support and will submit to the Court the proposed

1 orders attached as exhibits to the Stipulation, staying all proceedings and discovery  
2 in the Federal Derivative Action and the Class Action (save for proceedings relating  
3 to the Stipulation and the Settlement or any future settlement in either action) until  
4 the trials of Henry T. Nicholas III and William J. Ruehle in *United States of*  
5 *America v. Henry T. Nicholas, III, et al.*, Case No. SACR-08-00139-CJC, have  
6 been resolved, either through verdict, dismissal or entry of guilty pleas. If stays of  
7 all proceedings and discovery in the Federal Derivative Action and the Class Action  
8 (save for proceedings relating to the Stipulation and the Settlement or any future  
9 settlement in either action) are not entered, Broadcom will have until five (5)  
10 business days from the receipt of a ruling denying either stay, or written notice of  
11 such circumstances, to withdraw from the Settlement with the Federal Derivative  
12 Plaintiffs and the Insurers, thus terminating the Settlement with the Federal  
13 Derivative Plaintiffs and the Insurers as to all Released Persons.

### 14 **III. RELEASES**

15 The full terms of the dismissal and release of claims are set forth in the  
16 Stipulation. The following is only a summary.

17 Upon the Court's entry of the Judgment, Broadcom, the Lead Federal  
18 Derivative Plaintiffs and all Current Broadcom Shareholders will release the  
19 Released Claims against the Released Persons, both as defined below. Moreover,  
20 the Judgment to be entered upon approval of the Settlement will preclude the filing  
21 of any action purporting to litigate the Released Claims against the Released  
22 Persons. Upon the Court's entry of the Judgment, each of the Settling Defendants  
23 will release the Lead Federal Derivative Plaintiffs, each and all of the Current  
24 Broadcom Shareholders, Lead Federal Derivative Plaintiffs' Counsel and all  
25 counsel for plaintiffs in the Federal Derivative Action from all claims arising out of,  
26 based upon or related to the institution, prosecution, assertion, settlement or  
27 resolution of the Federal Derivative Action and/or the Released Claims. Upon the  
28 Court's entry of the Judgment, each of the Settling Defendants will release

1 Broadcom from all claims arising out of, based upon or related to the institution,  
2 prosecution, assertion, settlement or resolution of the Federal Derivative Action  
3 and/or the Released Claims, except the Settling Defendants are not releasing  
4 Broadcom from any claims or causes of action for indemnification and/or  
5 advancement of attorneys' fees and expenses.

6 "Released Claims" means any and all claims, debts, demands, rights or  
7 causes of action or liabilities (including, but not limited to, any claims for  
8 negligence, gross negligence, recklessness, intentional conduct, damages, interest,  
9 and any other costs, expenses or liability), without regard to the subsequent  
10 discovery or existence of such different or additional facts, including both known  
11 claims and Unknown Claims (as defined below) whether based on federal, state,  
12 local, statutory or common law or any other law, rule or regulation, whether fixed  
13 or contingent, suspected or unsuspected, whether or not concealed or hidden,  
14 accrued or unaccrued, liquidated or un-liquidated, at law or in equity, matured or  
15 un-matured: (i) that have been asserted in either the Federal Derivative Action or  
16 the State Derivative Action by any of the plaintiffs in those actions, or any of their  
17 attorneys, against any of the Released Persons; or (ii) that could have been, or in the  
18 future could be, asserted in the Federal Derivative Action or the State Derivative  
19 Action against any of the Released Persons arising out of, based upon or related to  
20 the allegations, transactions, facts, matters or occurrences, representations or  
21 omissions involved, set forth, or referred to in any of the complaints filed in the  
22 Federal Derivative Action or the State Derivative Action. "Released Claims" does  
23 not include (i) any claims against any Released Person arising out of, based upon or  
24 related to Broadcom's indemnification or advancement of fees or expenses incurred  
25 after the date the Court makes its final determination that the Settlement should be  
26 approved and dismisses the Federal Derivative Action with prejudice as against the  
27 Settling Defendants; (ii) any direct claims asserted in the Class Action; (iii) any  
28 claims against Ernst & Young LLP; or (iv) any claims against any of the Non-

1 Settling Defendants or Nancy Tullos.

2 “Released Persons” means the Settling Defendants, the Settling State  
3 Defendants, the Nominal Defendant and the Related Parties. “Related Parties”  
4 means any Settling Defendant’s or Settling State Defendant’s or Nominal  
5 Defendant’s past or present directors, officers, employees, partners, agents,  
6 attorneys, personal or legal representatives, consultants, experts, predecessors,  
7 successors, parents, subsidiaries, divisions, joint ventures, assigns, general or  
8 limited partners or partnerships, limited liability companies, spouses, heirs,  
9 executors, estates, administrators, related or affiliated entities, any entity in which  
10 any Settling Defendant, Settling State Defendant or Nominal Defendant has a  
11 controlling interest, any members of any Settling Defendant’s or Settling State  
12 Defendant’s immediate family, any trust of which any Settling Defendant, Settling  
13 State Defendant or the Nominal Defendant is the settlor or which is for the benefit  
14 of any Settling Defendant’s or Settling State Defendant’s family, and all officers,  
15 directors and employees of Broadcom’s current and former subsidiaries.  
16 Notwithstanding any of the foregoing, “Related Parties” does not include any of the  
17 Non-Settling Defendants, Nancy Tullos or Ernst & Young LLP.

18 “Unknown Claims” means any Released Claims which the Settling Parties  
19 and their Related Parties, the Released Persons and their Related Parties, or each of  
20 the current Broadcom shareholders do not know or suspect to exist in his, her or its  
21 favor at the time of the release of the Released Persons and the Related Parties  
22 which, if known by him, her or it, might have affected his, her or its settlement  
23 with, and release of, the Released Persons or the Related Parties or might have  
24 affected his, her or its decision not to object to this Settlement. With respect to any  
25 and all Released Claims, and although the Settlement provides for a specific release  
26 of the Settling Defendants, the Settling Parties stipulated and agreed that, upon the  
27 Court’s entry of the Judgment, the Settling Parties and the Related Parties and each  
28 of the current Broadcom shareholders shall be deemed to have, and by operation of

1 the Judgment shall have, waived the provisions, rights and benefits of California  
2 Civil Code § 1542, which provides:

3 A GENERAL RELEASE DOES NOT EXTEND TO  
4 CLAIMS WHICH THE CREDITOR DOES NOT  
5 KNOW OR SUSPECT TO EXIST IN HIS OR HER  
6 FAVOR AT THE TIME OF EXECUTING THE  
7 RELEASE, WHICH IF KNOWN BY HIM OR HER  
8 MUST HAVE MATERIALLY AFFECTED HIS OR  
9 HER SETTLEMENT WITH THE DEBTOR.

10 The Settling Parties and the Related Parties shall be deemed to have, and by  
11 operation of the Judgment shall have, waived any and all provisions, rights and  
12 benefits conferred by any law of any jurisdiction, state or territory of the United  
13 States, or principle of common law, which is similar, comparable or equivalent to  
14 California Civil Code § 1542. The Settling Parties and the Related Parties may  
15 hereafter discover facts in addition to or different from those which he, she or it  
16 now knows or believes to be true with respect to the Released Claims but the  
17 Settling Parties and the Related Parties upon the Court's entry of the Judgment,  
18 shall be deemed to have, and by operation of the Judgment shall have, fully, finally,  
19 and forever settled and released any and all Released Claims known or unknown,  
20 suspected or unsuspected, contingent or non-contingent, accrued or unaccrued,  
21 whether or not concealed or hidden, which now exist, or heretofore have existed  
22 upon any theory of law or equity now existing or coming into existence in the  
23 future, including, but not limited to, conduct which is negligent, intentional, with or  
24 without malice, or a breach of any duty, law or rule, without regard to the  
25 subsequent discovery or existence of such different or additional facts. The Settling  
26 Parties and the Related Parties shall be deemed by operation of the Judgment to  
27 have acknowledged that the foregoing waivers were separately bargained for and  
28 are key elements of the Settlement of which the release is a part.

1 **IV. PLAINTIFFS' COUNSEL'S ATTORNEYS' FEES AND EXPENSES**

2 As set forth more fully in the Stipulation, the Stipulation provides for the  
3 payment by Broadcom of \$11,500,000 as attorneys' fees, expenses and costs of  
4 plaintiffs' counsel in connection with the Settlement and their prosecution of the  
5 Federal Derivative Action, subject to Court approval.

6 **V. THE HEARING AND YOUR RIGHTS AS SHAREHOLDERS**

7 A hearing will be held on December 14, 2009, at 10:00 a.m. before the  
8 Honorable Manuel L. Real, United States District Judge, at the United States  
9 Courthouse, 312 North Spring Street, Los Angeles, California, for the purpose of  
10 determining: (i) whether the Settlement of the Federal Derivative Action on the  
11 terms and conditions provided for in the Stipulation, is fair, reasonable and  
12 adequate to the Current Broadcom Shareholders and to Broadcom and should be  
13 approved by the Court; and (ii) whether a Judgment as provided for in ¶ V.A.(9) of  
14 the Stipulation should be entered herein. The hearing may be adjourned from time  
15 to time by the Court at the hearing or any adjourned session thereof without further  
16 notice other than by announcement of such adjournment.

17 Any current beneficial owner of the shares of Broadcom common stock may  
18 appear at the hearing and be heard as to whether the proposed Settlement should be  
19 approved, *provided, however*, that no such beneficial owner shall be heard unless,  
20 on or before November 9, 2009 his, her or its objection or opposition is made in  
21 writing and is filed with the Court at the address shown below, together with copies  
22 of any supporting papers and briefs upon which he, she or it intends to rely and a  
23 sworn statement attesting to the date of purchase by such beneficial owner of his,  
24 her or its Broadcom common stock and his, her or its continued ownership thereof.  
25 In addition, such beneficial owner shall show due proof of service, on or before the  
26 aforesaid date, of copies of such objection or opposition, supporting papers and  
27 briefs, and proof of purchase and continued ownership of Broadcom common stock  
28 upon each of the following:

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CLERK  
UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION  
312 North Spring Street  
Los Angeles, CA 90012

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Any Broadcom shareholder who does not make his, her or its objection or opposition in the manner provided herein shall be deemed to have waived any and all objections and opposition, and shall be forever foreclosed from making any objection to the fairness, reasonableness and adequacy of the proposed Settlement.

**VI. DISMISSAL & RELEASE**

Should the Settlement be approved by the Court following the Settlement Hearing, the Court will enter a Final Order and Judgment that:

1. Approves the Settlement as fair, reasonable and adequate to Broadcom and its shareholders;

1           2.     Releases and discharges each of the Released Persons from any and all  
2 liability with respect to the Released Claims;

3           3.     Permanently bars and enjoins the institution or prosecution against the  
4 Released Persons of any action asserting or relating in any way to the  
5 Released Claims.

6     **VII. EXAMINATION OF PAPERS AND INQUIRIES**

7           For a more detailed statement of the matters involved in this Federal  
8 Derivative Action, reference is made to the pleadings, to the Stipulation and to all  
9 other papers publicly filed in the Federal Derivative Action, which may be  
10 inspected at the Office of the Clerk for the United States District Court for the  
11 Central District of California, Western Division, 312 North Spring Street, Los  
12 Angeles, California, during regular business hours of each business day.

13           Any inquiry concerning the Federal Derivative Action should be addressed to  
14 a representative of Lead Federal Derivative Plaintiffs' Counsel: Lieff, Cabraser,  
15 Heimann & Bernstein, LLP, Embarcadero Center West, 275 Battery Street, 29th  
16 Floor, San Francisco, CA 94111-3339.

17                     **PLEASE DO NOT ADDRESS INQUIRIES TO THE COURT**

18  
19 DATED: \_\_\_\_\_

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

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