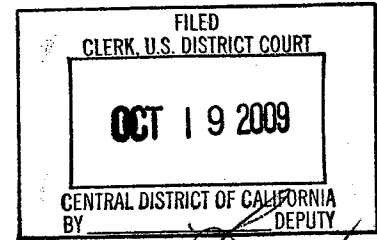


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11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 ROBERTO A. CUCCI,  
14 Derivatively On Behalf of  
15 POWERWAVE TECHNOLOGIES,  
16 INC.,

16 Plaintiff,

17 v.

18 BRUCE C. EDWARDS, RONALD J.  
19 BUSCHUR, JOHN L. CLENDENIN,  
20 DANIEL A. ARTUSI, DAVID L.  
21 GEORGE, EUGENE L. GODA, CARL  
22 W. NEUN, MIKAEL R.  
23 GOTTSCHLICH, and ANDREW J.  
24 SUKAWATY,

22 Defendants,

23 - and -

24 POWERWAVE TECHNOLOGIES,  
25 INC., a Delaware corporation,  
26 Nominal Defendant.

Case No. SACV 07-532 PSG (MLGx)

DERIVATIVE ACTION

**ORDER GRANTING  
FINAL APPROVAL OF  
SETTLEMENT AND JUDGMENT**

Date: October 19, 2009  
Time: 2:30 p.m.  
Courtroom: 790 Roybal Federal Bldg.  
Judge: Hon. Philip S. Gutierrez



1 directed to consummate the Settlement in accordance with the terms and provisions  
2 of the Stipulation.

3 4. Subject to the provisions herein, the Derivative Action is hereby  
4 dismissed with prejudice, with each party to bear his, her or its own costs (except as  
5 otherwise provided in this Order or the Stipulation).

6 5. Powerwave and the Plaintiff, individually and derivatively on behalf of  
7 Powerwave and its shareholders, on behalf of themselves and each of their  
8 predecessors, successors, parents, subsidiaries, affiliates, custodians, agents,  
9 assigns, representatives, heirs, estates, executors, trusts, trustees, trust beneficiaries,  
10 administrators, spouses, marital communities, and immediate family members, will  
11 be forever barred and enjoined from commencing, instituting, maintaining,  
12 prosecuting or continuing to maintain or prosecute any of the Released Claims or  
13 any action or other proceeding, brought on behalf of themselves or derivatively on  
14 behalf of Powerwave, against any of the Released Persons based on, arising out of,  
15 related to, or in connection with, the Released Claims, except for claims to enforce  
16 the terms of this Stipulation.

17 6. The Court hereby decrees that neither the Stipulation nor the  
18 Settlement, nor this Judgment, nor the fact of the Settlement, is an admission or  
19 concession of any fault, liability or wrongdoing by any of the Individual  
20 Defendants or Powerwave. This Judgment is not a finding of the validity or  
21 invalidity of any of the claims asserted or defenses raised in the above-captioned  
22 action. Neither the Stipulation nor the Settlement, nor this Judgment, nor the fact  
23 of the Settlement, nor the settlement proceedings, settlement negotiations, or any  
24 related documents, shall be used or construed as an admission of any fault, liability  
25 or wrongdoing by any of the Defendants or Powerwave, or be offered or received in  
26 evidence as an admission, concession, presumption or inference against any of the  
27 Defendants or Powerwave in any proceeding other than such proceedings as may be  
28 necessary to consummate or enforce this Settlement.

1           7.     The Settlement was arrived at through arm's-length, good-faith  
2 negotiations between the parties hereto.

3           8.     The Court finds that the Settling Parties and their counsel have  
4 complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure  
5 as to all proceedings herein.

6           9.     Plaintiff's Counsel are hereby awarded attorneys' fees and  
7 reimbursement of expenses in the amount of \$218,000. The Court finds that this  
8 amount is fair and reasonable for the reasons set forth in Plaintiff's application for  
9 attorneys' fees and reimbursement of expenses. Payment of such award of  
10 attorneys' fees and reimbursement of expenses shall be made in accordance with the  
11 provisions of the Stipulation.

12          10.    Plaintiff is hereby awarded a Representative Fee in the amount of  
13 \$ 1,500. Payment of such Representative Fee shall be made in accordance  
14 with the provisions of the Stipulation.

15          11.    Without in any way affecting the finality of this Judgment, this Court  
16 shall retain continuing jurisdiction over the Derivative Action and the Settling  
17 Parties to the Stipulation so as to enter any further orders as may be necessary to  
18 effectuate or enforce the terms and provisions of the Stipulation and the Settlement  
19 provided for therein, to protect and effectuate the provisions of this Judgment, and  
20 to hear and determine other matters relating to the administration, consummation,  
21 construction, or enforcement of the Settlement provided for in the Stipulation and  
22 in this Judgment.


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

1 Stipulation. In such event the findings herein shall also be null and void and the  
2 parties shall be restored to their respective positions as of April 29, 2009.

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IT IS SO ORDERED.

10/19/07  
Dated

  
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Honorable Philip S. Gutierrez  
United States District Court