

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

In re MAXIM INTEGRATED
 PRODUCTS, INC., SECURITIES
 LITIGATION

CASE NO. C-08-00832-JW

CLASS ACTION

~~[REVISED BY]~~ *James Ware* ORDER
 PRELIMINARILY APPROVING
 SETTLEMENT, PROVIDING FOR NOTICE
 AND SCHEDULING SETTLEMENT
 HEARING

Courtroom: 8, Fourth Floor
 Judge: Honorable James Ware

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 WHEREAS, Lead Plaintiffs Cobb County Government Employees' Pension Plan, the DeKalb
2 County Pension Plan, and the Mississippi Public Employees Retirement System (collectively, "Lead
3 Plaintiffs"), on behalf of themselves and the Class (as hereinafter defined), and Maxim Integrated
4 Products, Inc. ("Maxim" or the "Company") have applied to the Court pursuant to Rule 23(e) of the
5 Federal Rules of Civil Procedure for: (1) an order approving the settlement of the above-captioned
6 litigation (the "Action") in accordance with the Stipulation of Settlement, dated as of June 18, 2010 (the
7 "Stipulation"), which, together with the exhibits annexed thereto, sets forth the terms and conditions for
8 a proposed settlement of the Action (the "Settlement"); (2) dismissal of the Action with prejudice as
9 against all of the Released Parties (as defined in the Stipulation), upon the terms and conditions set
10 forth in the Stipulation; and (3) certification of the Action as a class action for settlement purposes
11 only; and

12 WHEREAS, the Court is familiar with and has reviewed the record in the Action and has
13 reviewed the Stipulation, including the exhibits attached to the Stipulation, and found good cause for
14 entering the following Order:

15 NOW, THEREFORE, IT IS HEREBY ORDERED:

16 1. This order (the "Preliminary Approval, Notice and Settlement Hearing Order" or
17 "Notice Order") hereby incorporates by reference the definitions in the Stipulation, and all terms used
18 herein shall have the same meanings as set forth in the Stipulation. Any inconsistencies between the
19 Stipulation and the Notice of Pendency of Class Action and Proposed Settlement, Final Approval
20 Hearing, and Motion for Attorneys' Fees and Reimbursement of Litigation Expenses (the "Notice") will
21 be controlled by the language of the Stipulation.

22 2. The Court hereby preliminarily approves the Settlement as being fair, just, reasonable
23 and adequate to the Class, pending a final hearing on the Settlement.

24 3. Pending further order of the Court, all litigation activity, except that contemplated
25 herein, in the Stipulation, in the Notice or in the Judgment, is hereby stayed and all hearings, deadlines
26 and other proceedings in this action, except the Final Approval Hearing, are hereby taken off calendar.

1 **CLASS CERTIFICATION**

2 4. The Court hereby certifies, for settlement purposes only, pursuant to Rules 23(a) and
3 23(b)(3) of the Federal Rules of Civil Procedure, a Class defined as follows:

4
5 all persons and entities who purchased the common stock of Maxim between April 29, 2003,
6 through January 17, 2008, inclusive, and who were damaged thereby. Excluded from the Class
7 are Defendants Maxim, Gifford, Jasper and Ruehle; the officers and directors of the Company,
8 at all relevant times; members of the immediate families of any Defendant and/or officer or
9 director and their legal representatives, heirs, successors or assigns and any entity in which
10 Defendants have or had a controlling interest. Also excluded from the Class are any persons
11 who exclude themselves by filing a request for exclusion in accordance with the requirements
12 set forth in the Notice.

13 5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the
14 Settlement only, Lead Plaintiffs are appointed as the Class Representatives and Bernstein Litowitz
15 Berger & Grossmann LLP and Chitwood Harley Harnes LLP are appointed as Lead Counsel for the
16 Class.

17 6. The Court appoints the firm of The Garden City Group, Inc. (“Claims Administrator”) to
18 supervise and administer the notice procedure, as well as the processing of claims as more fully set
19 forth below:

20 a. No later than ten (10) business days after entry of this Preliminary Approval
21 Order, the Claims Administrator shall cause a copy of the Notice, the Proof of Claim Form (the
22 “Claim Form”), and the Request for Exclusion from the Class, annexed hereto as Exhibits A-1,
23 A-2, and A-2.5, respectively, to be mailed by first-class mail, postage prepaid, to all members of
24 the Class at the address of each such person as set forth in the records of Maxim or its transfer
25 agent or who are identified by further reasonable efforts (the “Notice Date”);

26 b. A summary notice (the “Summary Notice”), annexed hereto as Exhibit A-3, shall
27 be published once in the national edition of *The Investor’s Business Daily* no later than ten (10)
28 business days after the Notice Date; and

 c. The Notice, the Summary Notice, the Claim Form, and the Request for
Exclusion from the Class shall also be placed on the Claims Administrator’s website, on or
before the Notice Date.

1 7. The Court approves the form of Notice and Summary Notice (together, the “Notices”)
2 and the Claim Form and Request for Exclusion from the Class, and finds that the procedures
3 established for publication, mailing and distribution of such Notices substantially in the manner and
4 form set forth in Paragraph 6 of this Order meet the requirements of Rule 23 of the Federal Rules of
5 Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934 (the “Exchange Act”), as
6 amended by the Private Securities Litigation Reform Act of 1995 (the “PSLRA”), 15 U.S.C. § 78u-
7 4(a)(7), the Constitution of the United States, and any other applicable law, and constitute the best
8 notice practicable under the circumstances.

9 8. If it has not already done so, within five (5) business days of entry of this Order, Maxim
10 shall provide or cause to be provided to the Claims Administrator (at no cost to the Settlement Fund,
11 Lead Counsel or the Claims Administrator) its common stock transfer records for the Class Period
12 (consisting of security holder names and addresses) in electronic form. To the extent available in
13 Maxim’s or its transfer agent’s records, this information shall contain the names and addresses of all
14 purchasers or other acquirers of Maxim common stock during the Class Period, as reflected in Maxim’s
15 or its transfer agent’s records.

16 9. No later than twenty (20) business days prior to the Final Approval Hearing, Lead
17 Counsel shall cause to be filed with the Clerk of this Court affidavits or declarations of the person or
18 persons under whose general direction the mailing of the Notice and the publication of the Summary
19 Notice shall have been made, showing that such mailing and publication have been made in accordance
20 with this Order.

21 10. Nominees who purchased or otherwise acquired Maxim common stock for beneficial
22 owners who are Class Members are directed to: (a) request within fourteen (14) days of receipt of the
23 Notice additional copies of the Notice and the Claim Form from the Claims Administrator for such
24 beneficial owners; or (b) send a list of the names and addresses of such beneficial owners to the Claims
25 Administrator within fourteen (14) days after receipt of the Notice. If a nominee elects to send the
26 Notice to beneficial owners, such nominee is directed to mail the Notice within fourteen (14) days of
27 receipt of the additional copies of the Notice from the Claims Administrator, and upon such mailing, the
28 nominee shall send a statement to the Claims Administrator confirming that the mailing was made as

1 directed, and the nominee shall retain the list of names and addresses for use in connection with any
2 possible future notice to the Class. Upon full compliance with this Notice Order, including the timely
3 mailing of Notice to beneficial owners, such nominees may seek reimbursement of their reasonable
4 expenses actually incurred in complying with this Notice Order by providing the Claims Administrator
5 with proper documentation supporting the expenses for which reimbursement is sought and reflecting
6 compliance with these instructions, including timely mailing of the Notice, if the nominee elected or
7 elects to do so. Such properly documented expenses incurred by nominees in compliance with the
8 terms of this Notice Order shall be paid from the Settlement Fund.

9 **HEARING: RIGHT TO BE HEARD**

10 11. The Court will hold a settlement hearing (the "Final Approval Hearing") on
11 September 27, 2010, at 9:00 a.m., in the United States District Court for the Northern District of
12 California, San Jose Division, 280 South 1st Street, Courtroom 8, 4th Floor, San Jose, California, for
13 the following purposes: (i) to determine whether the Settlement should be finally approved as fair,
14 reasonable, adequate and in the best interests of the Class; (ii) to determine whether the Judgment, in
15 the form attached as Exhibit B to the Stipulation, should be entered dismissing and releasing the Settled
16 Claims (as that term is defined in the Stipulation) with prejudice; (iii) to rule upon the Plan of Allo-
17 cation; (iv) to rule upon Lead Counsel's application for an award of attorneys' fees and reimbursement
18 of Litigation Expenses; and (v) to consider any other matters that may properly be brought before the
19 Court in connection with the Settlement.

20 12. Papers in support of the Settlement, the Plan of Allocation and Lead Counsel's
21 application for attorneys' fees and reimbursement of Litigation Expenses shall be filed no later than
22 twenty (20) business days prior to the Final Approval Hearing. Reply papers shall be filed no later than
23 seven (7) calendar days prior to the Final Approval Hearing.

24 13. Any member of the Class may appear at the Final Approval Hearing and show cause
25 why the proposed Settlement embodied in the Stipulation should or should not be approved as fair,
26 reasonable, adequate and in the best interests of the Class, or why the Judgment should or should not be
27 entered thereon, and/or to present opposition to the Plan of Allocation or to the application of Lead
28 Counsel for attorneys' fees and reimbursement of Litigation Expenses. However, no Class Member or

1 any other person shall be heard or entitled to contest the approval of the terms and conditions of the
2 Settlement, or, if approved, the Judgment to be entered thereon approving the same, or the terms of the
3 Plan of Allocation or the application by Lead Counsel for an award of attorneys' fees and
4 reimbursement of Litigation Expenses, unless that Class Member or person (i) has served written
5 objections, by hand or first-class mail, including the basis therefor, as well as copies of any papers
6 and/or briefs in support of his, her or its position upon the following counsel for receipt no later than
7 fifteen (15) business days prior to the Final Approval Hearing:

8
9 **Lead Counsel for the Class**

10 BERNSTEIN LITOWITZ BERGER
11 & GROSSMANN LLP
12 Blair A. Nicholas
13 Niki L. Mendoza
14 12481 High Bluff Drive, Suite 300
15 San Diego, California 92130-3582

CHITWOOD HARLEY HARNES LLP
Martin D. Chitwood
James M. Wilson, Jr.
2300 Promenade II
1230 Peachtree Street, N.E.
Atlanta, Georgia 30309

13 **Counsel for Maxim**

14 WEIL, GOTSHAL & MANGES LLP
15 John A. Neuwirth
16 Joshua S. Amsel
17 767 Fifth Avenue
18 New York, New York 10153

17 and (ii) filed said objections, papers and briefs with the Clerk of the United States District Court for the
18 Northern District of California, San Jose Division. Any objection must include: (a) the full name,
19 address, and phone number of the objecting Class Member; (b) a list of all of the Class Member's Class
20 Period transactions in Maxim common stock, including brokerage confirmation receipts or other
21 competent documentary evidence of such transactions; (c) a written statement of all grounds for the
22 objection accompanied by any legal support for the objection; (d) copies of any papers, briefs or other
23 documents upon which the objection is based; (e) a list of all persons who will be called to testify in
24 support of the objection; (f) a statement of whether the objector intends to appear at the Final Approval
25 Hearing; (g) a list of other cases in which the objector or the objector's counsel have appeared either as
26 settlement objectors or as counsel for objectors in the preceding five years; and (h) the objector's
27 signature, even if represented by counsel. If the objector intends to appear at the Final Approval
28 Hearing through counsel, the objection must also state the identity of all attorneys who will appear on

1 his, her or its behalf at the Final Approval Hearing. Any Class Member who does not make his, her or
2 its objection in the manner provided for herein shall be deemed to have waived such objection and shall
3 forever be foreclosed from making any objection to the fairness or adequacy of the Settlement as
4 reflected in the Stipulation, to the Plan of Allocation or to the application by Lead Counsel for an award
5 of attorneys' fees and reimbursement of Litigation Expenses. The manner in which a notice of
6 objection should be prepared, filed and delivered shall be stated in the Notice. By objecting to the
7 Settlement, the Plan of Allocation and/or the application by Lead Counsel for an award of attorneys'
8 fees and reimbursement of Litigation Expenses, or otherwise requesting to be heard at the Final
9 Approval Hearing, a person or entity shall be deemed to have submitted to the jurisdiction of the Court
10 with respect to the person's or entity's objection or request to be heard and the subject matter of the
11 Settlement, including, but not limited to, enforcement of the terms of the Settlement (including, but not
12 limited to, the release of the Settled Claims provided for in the Stipulation and the Judgment).

13 14. If approved, all Class Members will be bound by the proposed Settlement provided for
14 in the Stipulation, and by any judgment or determination of the Court affecting Class Members,
15 regardless of whether or not a Class Member submits a Claim Form.

16 15. Any member of the Class may enter an appearance in the Action, at his, her or its own
17 expense, individually or through counsel of his, her or its own choice. If they do not enter an
18 appearance, they will be represented by Lead Counsel.

19 16. The Court reserves the right to (a) adjourn or continue the Final Approval Hearing, or
20 any adjournment or continuance thereof, without further notice to Class Members and (b) approve the
21 Stipulation with modification and without further notice to Class Members. The Court retains
22 jurisdiction of this Action to consider all further applications arising out of or otherwise relating to the
23 proposed Settlement, and as otherwise warranted.

24 17. All Class Members shall be bound by all determinations and judgments in the Action
25 concerning the Settlement, whether favorable or unfavorable to the Class.

26 **CLAIMS PROCESS**

27 18. In order to be entitled to participate in the Settlement, a Class Member must complete
28 and submit a Claim Form in accordance with the instructions contained therein. To be valid and

1 accepted, Claim Forms submitted in connection with this Settlement must be postmarked no later than
2 one-hundred and twenty (120) days after the Notice Date.

3 19. Any Class Member who does not timely submit a valid Claim Form shall not be eligible
4 to share in the Settlement Fund, unless otherwise ordered by the Court, but nonetheless shall be barred
5 and enjoined from asserting any of the Settled Claims and shall be bound by any judgment or
6 determination of the Court affecting the Class Members.

7 **REQUEST FOR EXCLUSION FROM THE CLASS**

8 20. Any requests for exclusion must be submitted for receipt no later than fifteen (15)
9 business days prior to the Final Approval Hearing. Any Class Member who wishes to be excluded from
10 the Class must provide (a) the name, address and telephone number of the person or entity requesting
11 exclusion; (b) the person's or entity's transactions in Maxim common stock during the Class Period,
12 including the dates, the number of Maxim common stock shares purchased or acquired, the date of each
13 purchase, acquisition or sale and the price paid and/or received; and (c) a statement that the person or
14 entity wishes to be excluded from the Class. A form for Request for Exclusion from the Class, attached
15 hereto as Exhibit A-2.5, shall be sent to potential Class Members with the Notice. The Claims
16 Administrator (or other person designated to receive exclusion requests) shall provide to Lead Counsel
17 and Maxim's counsel copies of any request for exclusion from the Class within three (3) business days
18 of receipt thereof and, in the event that any request for exclusion from the Class is received within
19 fifteen (15) business days of the Final Approval Hearing, such request(s) shall be provided to Lead
20 Counsel and Maxim's counsel by e-mail or facsimile within one (1) business day of its/their receipt by
21 the Claims Administrator. All persons who submit valid and timely requests for exclusion in the
22 manner set forth in this paragraph shall have no rights under the Stipulation, shall not share in the
23 distribution of the Net Settlement Fund, and shall not be bound by the Stipulation or any final
24 judgment.

25 21. Any member of the Class who does not request exclusion from the Class in the manner
26 stated in this Order shall be deemed to have waived his, her or its right to be excluded from the Class,
27 and shall forever be barred from requesting exclusion from the Class in this or any other proceeding,
28

1 and shall be bound by the Settlement and the Judgment, including, but not limited to the release of the
2 Settled Claims provided for in the Stipulation and the Judgment, if the Court approves the Settlement.

3 22. The Released Parties shall have no responsibility or liability whatsoever with respect to
4 the Plan of Allocation or Lead Counsel's application for an award of attorneys' fees and reimbursement
5 of Litigation Expenses. The Plan of Allocation and Lead Counsel's application for an award of
6 attorneys' fees and reimbursement of Litigation Expenses will be considered separately from the
7 fairness, reasonableness and adequacy of the Settlement. At or after the Final Approval Hearing, the
8 Court will determine whether Lead Counsel's proposed Plan of Allocation should be approved, and the
9 amount of attorneys' fees and Litigation Expenses to be awarded to Lead Counsel. Any appeal from
10 any orders relating to the Plan of Allocation or Lead Counsel's application for an award of attorneys'
11 fees and Litigation Expenses, or any reversal or modification thereof, shall not operate to terminate or
12 cancel the Settlement, or affect or delay the finality of the Judgment approving the Stipulation and the
13 settlement of the Action set forth therein.

14 23. Only Class Members and Lead Counsel shall have any right to any portion of, or any
15 rights in the distribution of, the Settlement Fund, unless otherwise ordered by the Court or otherwise
16 provided in the Stipulation.

17 24. All funds held by the Escrow Agent shall be deemed and considered to be in custodia
18 legis and shall remain subject to the jurisdiction of the Court until such time as such funds shall be
19 distributed pursuant to the Stipulation and/or further order of the Court.

20 25. As set forth in the Stipulation, immediately after payment of the Settlement Fund to the
21 Escrow Agent, and without further order of the Court, Lead Counsel may direct payment from the
22 Escrow Account for the actual costs incurred in connection with providing notice to the Class, locating
23 Class Members, soliciting claims, assisting with the filing of claims, administering and distributing the
24 Settlement Fund to Authorized Claimants, processing Proof of Claim Forms, and paying taxes, escrow
25 fees and costs, if any. In the event the Court does not approve the Settlement, or if the Settlement
26 otherwise fails to become effective, neither Lead Plaintiffs nor Lead Counsel shall have any obligation
27 to repay any amounts actually and properly incurred or disbursed for such purposes.

28

1 26. The fact and terms of this Order and the Settlement, all negotiations, discussions, drafts
2 and proceedings in connection with this Order and the Settlement, and any act performed or document
3 signed in connection with this Order and the Settlement, shall not, in this or any other Court,
4 administrative agency, arbitration forum or other tribunal, constitute an admission of, or evidence of, or
5 be deemed to create any inference of, (i) any acts of wrongdoing or lack of wrongdoing, (ii) any
6 liability on the part of Maxim to Lead Plaintiffs, the Class or anyone else, (iii) any deficiency of any
7 claim or defense that has been or could have been asserted in this action, (iv) any damages or lack of
8 damages suffered by Lead Plaintiffs, the Class or anyone else, or (v) that the Settlement Amount (or
9 any other amount) represents the amount that could or would have been recovered in this Action if it
10 was not settled at this point in time. The fact and terms of this Order and the Settlement, all negotia-
11 tions, discussions, drafts and proceedings in connection with this Order and the Settlement, and any act
12 performed or document signed in connection with this Order and the Settlement, shall not be offered or
13 received in evidence or used for any other purpose in this or any other proceeding in any court, admin-
14 istrative agency, arbitration forum or other tribunal, except as necessary to enforce the terms of this
15 Order and/or the Settlement, including, but not limited to, the Judgment and the release of the Settled
16 Claims provided for in the Stipulation and the Judgment.

17 27. Unless otherwise provided in the Stipulation, there shall be no distribution of any of the
18 Net Settlement Fund to any Class Member until a plan of allocation is finally approved and is affirmed
19 on appeal or certiorari or is no longer subject to review by appeal or certiorari and the time for any
20 petition for rehearing, appeal or review, whether by certiorari or otherwise, has expired.

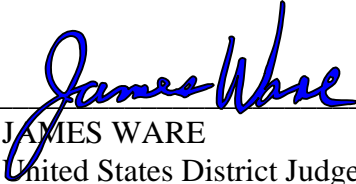
21 28. In the event that the Settlement fails to become effective in accordance with its terms, or
22 if the Judgment is not entered or is reversed, vacated or materially modified on appeal (and, in the event
23 of material modification, if any party elects to terminate the Settlement), this Order (except Paragraphs
24 26 and 28) shall be null and void, the Stipulation (except Paragraphs 32, 33 and 44) shall be deemed

25 \\
26 \\
27 \\
28 \\

1 terminated, and the parties shall return to their positions without prejudice in any way, as provided for in
2 the Stipulation.

3 IT IS SO ORDERED.

4 Dated: July 13, 2010

5 
6 JAMES WARE
7 United States District Judge
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28