



EXHIBIT A

Exhibit A

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

WALTER E. RYAN, JR., and DONNA CONRAD, in)
the right of and for the benefit of MAXIM)
INTEGRATED PRODUCTS, INC.,)
)
Plaintiffs,)
)
v.)
)
JOHN F. GIFFORD, CARL W. JASPER, TUNC)
DOLUCA, MICHAEL J. BYRD, JAMES R.) Civil Action No. 2213-CC
BERGMAN, B. KIPLING HAGOPIAN, A.R. FRANK)
WAZZAN, ERIC P. KARROS and M.D. SAMPELS,)
)
Defendants,)
)
and)
)
MAXIM INTEGRATED PRODUCTS, INC.,)
)
Nominal Defendant.)
)

**SCHEDULING ORDER WITH RESPECT
TO NOTICE AND SETTLEMENT HEARING**

WHEREAS, the Parties to the above-captioned action (the “Action”) have entered into a Stipulation of Compromise and Settlement dated September _____ 2008 (the “Stipulation”) which sets forth the terms and conditions for the proposed settlement and dismissal with prejudice of the Action (the “Settlement”), subject to review and approval by this Court pursuant to Delaware Court of Chancery Rule 23.1 upon notice to the shareholders of Nominal Defendant Maxim Integrated Products, Inc. (“Maxim”);

NOW, upon application and consent of the parties, after review and consideration of the Stipulation filed with the Court and the Exhibits attached thereto,

IT IS HEREBY ORDERED this ____ day of _____, 2008 as follows:

1. A hearing (the “Settlement Hearing”) shall be held on _____, 2008, at _____ .m. in the Court of Chancery Courthouse, 34 The Circle, Georgetown, DE 19947, to: (a) determine whether the proposed Settlement, on the terms and conditions provided for in the Stipulation is fair, reasonable and adequate and in the best interests of Maxim and its shareholders; (b) determine whether the Court should finally approve the Settlement and enter a Final Order and Judgment (the “Final Judgment”) as provided in the Stipulation dismissing the Action with prejudice and extinguishing and releasing the Released Claims (as defined in the Stipulation); (c) hear and determine any objections to the proposed Settlement; (d) rule on the application of Plaintiffs’ Counsel for its Attorneys’ Fee and Expense Award as well as a Plaintiffs’ Compensation Award (both as defined in the Stipulation); and (e) rule on such other matters as the Court may deem appropriate.

2. The Settlement Hearing may be adjourned by the Court from time to time without further notice to anyone other than the parties to the Action.

3. The Court reserves the right to approve the Settlement at or after the Settlement Hearing with such modifications as may be consented to by the parties to the Stipulation and without further notice.

4. The Court approves, in form and content, the Notice of Pendency and Settlement of Action (the “Notice”) filed by the parties with the Stipulation as Exhibit “B” and finds that the giving of notice substantially in the manner set forth herein meets the requirements of Chancery Court Rule 23.1 and due process, and is the best notice practicable under the circumstances. No later than forty-five (45) days prior to the

Settlement Hearing, Maxim shall cause the Notice to be distributed, by First-class Mail, to all persons who are record holders of common stock of Maxim at the respective addresses currently set forth in the Company's stock records. Furthermore, Maxim shall use reasonable efforts to give notice to all beneficial owners of common stock of the Company (a) by providing additional copies of the Notice to any record holder requesting the Notice for the purposes of distribution to such beneficial owners, and by (b) posting a copy of the Notice on Maxim's corporate website. All of the expenses related to the distribution of the Notice shall be paid by Maxim, in accordance with the terms of the Stipulation.

5. On or before the date of the Settlement Hearing, Maxim shall file appropriate proof of mailing of the Notice and other Notice procedures in accordance with this Scheduling Order.

6. As will be set forth in the Notice, any record or beneficial stockholder of the Company who objects to the Settlement, the judgment proposed to be entered, and/or the application for an award of attorneys' fees and expenses and Plaintiffs' Compensation Award, or who otherwise wishes to be heard ("Objector"), may appear in person or by his, her, or its attorney at the Settlement Hearing and present any evidence or argument that may be proper and relevant; provided, however, that no Objector shall be heard or entitled to contest the approval of the terms and conditions of the Settlement, or, if approved, the judgment to be entered thereon, unless he, she, or it has, no later than ten (10) days before the Settlement Hearing (unless the Court in its discretion shall thereafter otherwise direct, upon application of such person and for good cause shown), filed with the Register in Chancery, Court of Chancery, 34 The Circle,

Georgetown, Delaware 19947, and served (by hand, first class mail, or express service) on Plaintiffs' and Defendants' counsel, at the addresses below, the following: (i) proof of current ownership of Maxim stock, (ii) a notice of the Objector's intention to appear, (iii) a detailed statement of the objections to any matter before the Court, and (iv) a detailed statement of all of the grounds therefor and the reasons for the Objector's desiring to appear and to be heard, as well as all documents or writings which the Objector desires the Court to consider.

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7. Any person or entity of any nature who fails to object in the manner prescribed above shall be deemed to have waived such objection (including the right to appeal), unless the Court in its discretion allows such objection to be heard at the Settlement Hearing, and forever shall be barred from raising such objection in this or any other action or proceeding or otherwise contesting the Settlement or any application for the Attorneys' Fee and Expense Award or Plaintiffs' Compensation Award, but shall otherwise be bound by the Final Judgment to be entered and the releases to be given.

8. In the event that the Settlement is not approved by the Court, or is terminated or voided as provided in Stipulation, the Settlement and any actions taken in connection therewith shall become null and void for all purposes, and all negotiations, transactions, and proceedings connected with it: (i) shall be without prejudice to the rights of any Party thereto; (ii) shall not be deemed to be or construed as evidence of, or an admission by any Party of any fact, matter or thing; and (iii) shall not be admissible in evidence or be used for any purpose in any subsequent proceedings in the Action or any other action or proceeding. The Parties shall be deemed to have reverted to their respective status in the Action as of the date and time immediately prior to the execution

of the Stipulation, and, except as otherwise expressly provided, the Parties shall proceed in all respects as if the Stipulation and any related orders had not been entered and the Court shall enter a modified Scheduling Order.

9. All discovery and other proceedings in this Action (except as may be necessary to carry out the terms and conditions of the proposed Settlement) are hereby stayed and suspended until further order of the Court. Except as provided in the Stipulation, pending the final determination of whether the Settlement should be approved, all Parties to the Action (including Plaintiffs, Defendants, and Maxim) are hereby enjoined against instituting, commencing, prosecuting, continuing or in any way participating in, whether directly, representatively, individually, derivatively on behalf of Maxim, or in any other capacity, any action or other proceeding asserting any Released Claims (as defined in the Stipulation).

CHANCELLOR