

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. )  
BERGMAN, B. KIPLING HAGOPIAN, A.R. FRANK )  
WAZZAN, ERIC P. KARROS and M.D. SAMPELS, )

Civil Action No. 2213-CC

Defendants, )

and )

MAXIM INTEGRATED PRODUCTS, INC., )

Nominal Defendant. )

**FINAL ORDER AND JUDGMENT**

WHEREAS, a hearing was held before this Court on *Nov. 24*, 2008 pursuant to this Court's Scheduling Order With Respect to Notice and Settlement Hearing, dated *Sept. 16*, 2008 (the "Scheduling Order"), and upon a Stipulation of Compromise and Settlement dated *Sept. 16* (the "Stipulation") outlining a settlement (the "Settlement") of the above-captioned action (the "Action"), which is incorporated herein by reference. Due notice of that hearing was given, in accordance with the Scheduling Order. The respective parties appeared by their attorneys of record. The Court heard and considered the submissions and evidence presented in support of the proposed Settlement and the application for an award of attorneys' fees and expenses and Plaintiffs' Compensation Award. The opportunity to be heard was given to all

other persons requesting to be heard in accordance with the Scheduling Order. The Court determined that notice to the stockholders of Maxim Integrated Products, Inc. ("Maxim" or the "Company") pursuant to the Scheduling Order was adequate and sufficient, and considered, among other matters, the benefits of the proposed Settlement and the risks, complexity, expense and probable duration of further litigation. The entire matter of the proposed Settlement and the application for an award of attorneys' fees and expenses and Plaintiffs' Compensation Award was heard and considered by the Court.

This Final Order and Judgment ("Final Judgment") incorporates by reference the definitions in the Stipulation and, unless otherwise herein defined, all capitalized terms used herein shall have the same meanings as set forth in the Stipulation.

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED**, this 2<sup>nd</sup> day of January, 200~~8~~<sup>9</sup> that:

1. The Court finds that Plaintiffs and Plaintiffs' Counsel have adequately represented the interests of Maxim and its shareholders with respect to the Action, the claims asserted therein, and all Released Claims.
2. The Court finds that the Stipulation and Settlement are fair, reasonable, adequate, and in the best interests of Maxim and its shareholders.
3. This Court hereby approves the Stipulation and Settlement in all respects, and the parties are directed to consummate the Settlement in accordance with the terms of the Stipulation. The Register in Chancery is directed to enter and docket this Final Judgment.
4. Notice of Pendency and Settlement of Action (the "Notice") has been given to all current stockholders of the Company pursuant to and in the manner directed by the Scheduling Order, proof of mailing and other dissemination of the Notice was filed with the Court by counsel for the Company and full opportunity to be heard has been offered to all

parties, current stockholders of the Company, and persons in interest. The Court finds that the form and means of the Notice was the best notice practicable under the circumstances and was given in full compliance with the requirements of Court of Chancery Rule 23.1 and due process of law, and thus rules that all shareholders of Maxim are bound by this Final Judgment.

5. This Court has jurisdiction over the subject matter of the Action, including all matters necessary to effectuate the Settlement and this Final Judgment and over all parties to the Action, including Plaintiffs, Maxim shareholders and all Defendants (including Nominal Defendant Maxim).

6. The Action and all claims contained therein, as well as all of the Released Claims, are dismissed with prejudice. As between Plaintiffs and Defendants, the parties are to bear their own costs, except as otherwise provided in the Stipulation and in this Final Judgment.

7. Except as otherwise provided in the Stipulation, Plaintiffs (on their own behalf and derivatively on behalf of Maxim), Plaintiffs' Counsel, Maxim, and each and every Maxim shareholder or other person claiming by, through, in the right of, derivatively, or on behalf of Maxim, by operation of this Final Judgment shall, and hereby do, fully, finally, and forever release, relinquish and discharge the Released Persons from any and all of the Released Claims.

8. Except as otherwise provided in the Stipulation, the Parties, including Maxim, agree not to institute, maintain or prosecute any and all Released Claims against any and all of the Released Persons or any other Party, or their respective attorneys, and shall be permanently and finally enjoined without the necessity of posting bond from commencing or prosecuting any actions or other proceedings asserting any or all of the Released Claims against any or all of the Released Persons or any Party, or their respective attorneys.

9. Except as otherwise provided in the Stipulation, each of the Director Defendants, Gifford and Jasper, by operation of this Final Judgment, shall and hereby do fully, finally, and forever release, relinquish and discharge the Plaintiffs, Plaintiffs' Counsel and Maxim, and their Related Persons from any and all Released Claims.

10. Plaintiffs' Counsel are awarded attorneys' fees and expenses in the aggregate sum of \$9,500,000.00, which the Court finds to be fair and reasonable, to be paid in accordance with the terms of the Stipulation. The Court approves an award to each of Plaintiff Ryan and Conrad in the amount of \$5,000 which shall be paid from the foregoing fees and expenses awarded to Plaintiffs' Counsel.

11. Neither the Stipulation, the Settlement, this Final Judgment, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of the validity or lack of validity of any Released Claims, or any Reserved Claims, or any wrongdoing or liability of the Parties or any of their Related Persons; (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Parties or any of their Related Persons in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; or (c) is or may be alleged or mentioned so as to contravene clause (a) above in any litigation or other action unrelated to the enforcement of the Stipulation. Notwithstanding the foregoing, Maxim and any of the Individual Defendants may file the Stipulation or any judgment or order of the Court related hereto, in the California Litigation, or any other action that may be brought against them in order to support any and all defenses or counterclaims based on res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion, or similar defense or counterclaim.

12. Without affecting the finality of this Judgment in any way, the Court reserves jurisdiction over all matters and disputes relating to the Stipulation, the Settlement, and this Final Judgment, and may enter additional orders as may from time to time be necessary to implement and enforce the Stipulation, the Settlement, and this Final Judgment. Nothing herein dismisses or releases any claim by or against any party to the Settlement arising out of a breach of the Stipulation or violation of this Final Judgment.

13. As the Court expressly determines that there is no just reason for delay, the Court hereby expressly directs that this Final Judgment be entered pursuant to Court of Chancery Rule 54(b).

  
CHANCELLOR