

**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE**

IN RE PLX TECHNOLOGY, INC. ) CONSOLIDATED  
STOCKHOLDERS LITIGATION ) C.A. No. 9880-VCL

**NOTICE OF PENDENCY OF CLASS ACTION,  
PROPOSED PARTIAL SETTLEMENT OF  
CLASS ACTION, AND SETTLEMENT HEARING**

**TO:** ALL RECORD HOLDERS AND BENEFICIAL OWNERS OF COMMON STOCK OF PLX TECHNOLOGY, INC. ("PLX") WHO HELD SUCH STOCK AT ANY TIME BETWEEN AND INCLUDING JUNE 23, 2014 AND AUGUST 12, 2014, INCLUDING ANY AND ALL OF THEIR RESPECTIVE SUCCESSORS-IN-INTEREST, SUCCESSORS, PREDECESSORS-IN-INTEREST, PREDECESSORS, REPRESENTATIVES, TRUSTEES, EXECUTORS, ADMINISTRATORS, ESTATES, HEIRS, ASSIGNS AND TRANSFEREES, IMMEDIATE AND REMOTE, AND ANY PERSON ACTING FOR OR ON BEHALF OF, OR CLAIMING UNDER, ANY OF THEM, AND EACH OF THEM, TOGETHER WITH THEIR PREDECESSORS-IN-INTEREST, PREDECESSORS, SUCCESSORS-IN-INTEREST, SUCCESSORS, AND ASSIGNS.

PLEASE READ ALL OF THIS NOTICE CAREFULLY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION. THIS NOTICE RELATES TO THE PROPOSED PARTIAL SETTLEMENT OF A LAWSUIT AND CONTAINS IMPORTANT INFORMATION. IF THE COURT APPROVES THE PROPOSED PARTIAL SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE PROPOSED PARTIAL SETTLEMENT OR PURSUING THE RELEASED PLAINTIFFS' CLAIMS (AS DEFINED IN PARAGRAPH 1 HEREIN) AGAINST THE RELEASED DEFENDANT PARTIES (AS DEFINED IN PARAGRAPH 1 HEREIN).

IF YOU HELD OR TENDERED THE COMMON STOCK OF PLX FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO SUCH BENEFICIAL OWNER.

**THE PURPOSE OF THIS NOTICE**

The purpose of this notice (the "Notice") is to inform you of this lawsuit, a proposed partial settlement of this lawsuit (the "Partial Settlement") as between Plaintiffs,<sup>1</sup> on the one hand, and the Settling Defendants and PLX, on the other hand, as well as to inform you of a hearing to be held by the Court of Chancery of the State of Delaware (the "Court"). The hearing will be held in the New Castle County Courthouse, 500 North King Street, Wilmington, Delaware 19801, on November 17, 2016, at 10:00 a.m. (the "Settlement Hearing").

Pursuant to the Partial Settlement, (i) Plaintiffs, on their own behalf and on behalf of the Class; (ii) PLX, in its capacity as indemnitor for Deutsche Bank; (iii) the Director Defendants; (iv) the Former Defendants; and (v) Deutsche Bank have made application, pursuant to Delaware Court of Chancery Rule 23(e), for an order approving the proposed Partial Settlement of the consolidated action captioned *In re PLX Technology, Inc. Stockholders Litigation* pending in the Court as Consolidated Civil Action Number 9880-VCL (the "Consolidated Action"), in accordance with a Stipulation and Agreement of Partial Compromise, Settlement, and Release entered into by the Settling Parties and dated August 17, 2016 (the "Stipulation"),<sup>2</sup> and for the dismissal of the Consolidated Action on the merits with prejudice against the Remaining Settling Defendants upon and subject to the terms and conditions set forth in the Stipulation.<sup>3</sup>

At the Settlement Hearing, the Court will be asked to:

- a. Determine whether the Consolidated Action may be maintained as a class action and whether the Class should be certified for partial settlement purposes pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2);
- b. Determine whether Plaintiffs and Plaintiffs' Counsel have adequately represented the interests of the Class in the Consolidated Action;
- c. Determine whether the Stipulation, and the terms and conditions of the Partial Settlement proposed in the Stipulation, are fair, reasonable, adequate, and in the best interests of the Class Members and should be approved by the Court;
- d. Determine whether an Order and Partial Final Judgment should be entered dismissing the Consolidated Action with prejudice as against the Remaining Settling Defendants, releasing the Released Claims against the respective Released Parties, and barring and enjoining prosecution of any and all Released Claims against any and all respective Released Parties;

<sup>1</sup> All terms in this Notice with initial capitalization shall, unless defined elsewhere in this Notice, have the meanings ascribed to them in Paragraph 1 below.

<sup>2</sup> The complete terms of the Partial Settlement as set forth in the Stipulation are available to be viewed and/or downloaded at [www.plxsecuritieslitigation.com](http://www.plxsecuritieslitigation.com).

<sup>3</sup> The Stipulation does not release any claims of Plaintiffs or the Class against Potomac Capital Partners II, L.P. ("Potomac") and releases claims against Eric Singer only in his capacity as a former director of PLX (collectively, the "Non-Settling Defendants").

- e. Hear and determine any objections to the Partial Settlement;
- f. Consider the application of Plaintiffs' Counsel for an award of attorneys' fees and expenses; and
- g. Rule on other such matters as the Court may deem appropriate.

If you are a Class Member, this Notice will inform you of how, if you so choose, you may enter your appearance in the Consolidated Action or object to the proposed Partial Settlement and have your objection heard at the Settlement Hearing.

This Notice describes the rights Class Members have under the Partial Settlement and what steps Class Members may, but are not required to, take in relation to the Partial Settlement.

### **BACKGROUND OF THE LAWSUIT**

**THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY CLAIMS OR DEFENSES BY ANY OF THE PARTIES. IT IS BASED ON STATEMENTS OF THE SETTLING PARTIES AND IS SENT FOR THE SOLE PURPOSE OF INFORMING YOU OF THE EXISTENCE OF THIS CONSOLIDATED ACTION AND OF A SETTLEMENT HEARING ON THE PROPOSED PARTIAL SETTLEMENT OF THE CONSOLIDATED ACTION SO THAT YOU MAY MAKE APPROPRIATE DECISIONS AS TO STEPS YOU MAY, OR MAY NOT, WISH TO TAKE IN RELATION TO THIS CONSOLIDATED ACTION.**

PLX is a semiconductor manufacturer focused on integrated circuits that perform system connectivity functions such as linking motherboard-mounted peripherals. On June 23, 2014, PLX announced that it had entered into an agreement and plan of merger (the "Merger Agreement") with Avago Technologies Wireless (U.S.A.) Manufacturing, Inc. ("Avago") and Pluto Merger Sub, Inc. ("Pluto"), pursuant to which Avago was expected to acquire PLX via tender offer (the "Merger") for \$6.50 in cash per share of PLX common stock (the "Merger Consideration").

On July 8, 2014, Avago commenced a tender offer to complete the Merger. On the same day, PLX filed a Schedule 14D-9 Solicitation/Recommendation Statement (the "14D-9") with the United States Securities and Exchange Commission that, among other things, recommended that PLX stockholders tender their shares to Avago.

On June 27, 2014, plaintiff Bobby Varghese commenced a class action in the Court against PLX, the Director Defendants, the Former Defendants, Avago, and Pluto, on behalf of himself and all others similarly situated, captioned *Varghese v. PLX Technology, Inc.*, C.A. No. 9837-VCL (the "Varghese Action"). The complaint in the Varghese Action alleged that the Director Defendants, Domenik, and Colombatto (the "Individual Defendants") breached their fiduciary duties in connection with the Merger and that PLX, Avago, and Pluto aided and abetted those breaches of fiduciary duty. The complaint in the Varghese Action sought, among other things, an injunction enjoining consummation of the Merger.

On June 27, 2014, plaintiff Roberta Feinstein commenced a class action in the Court against PLX, the Director Defendants, the Former Defendants, Avago, and Pluto, on behalf of herself and all others similarly situated, captioned *Feinstein v. PLX Technology, Inc.*, C.A. No. 9839-VCL (the "Feinstein Action"). The complaint in the Feinstein Action alleged that the Individual Defendants breached their fiduciary duties in connection with the Merger and that PLX, Avago, Avago Technologies Ltd., and Pluto aided and abetted those breaches of fiduciary duty. The complaint in the Feinstein Action sought, among other things, an injunction enjoining consummation of the Merger.

On July 2, 2014, plaintiff David L. Price commenced a class action in the Court against PLX, the Director Defendants, the Former Defendants, Avago, and Pluto, on behalf of himself and all others similarly situated, captioned *Price v. PLX Technology, Inc.*, C.A. No. 9853-VCL (the "Price Action"). The complaint in the Price Action alleged that the Individual Defendants breached their fiduciary duties in connection with the Merger and that PLX, Avago, and Pluto aided and abetted those breaches of fiduciary duty. The complaint in the Price Action sought, among other things, an injunction enjoining consummation of the Merger.

On July 14, 2014, Bobby Varghese filed an amended complaint in the Varghese Action that, among other things, repeated the allegations in the initial complaint and added new factual allegations, including that the Individual Defendants breached their fiduciary duties of disclosure in connection with the Merger.

On July 14, 2014, plaintiffs Deborah Cox and Andrew Ellis commenced a class action in the Court against PLX, the Director Defendants, the Former Defendants, Avago, Pluto, and Potomac, on behalf of themselves and all others similarly situated, captioned *Cox v. Avago Technologies Wireless (U.S.A.) Manufacturing, Inc.*, C.A. No. 9880-VCL (the "Cox and Ellis Action"). The complaint in the Cox and Ellis Action alleged that the Individual Defendants breached their fiduciary duties in connection with the Merger and that Avago, Pluto, and Potomac aided and abetted

those breaches of fiduciary duty. The complaint in the Cox and Ellis Action sought, among other things, an injunction enjoining consummation of the Merger.

On July 14, 2014, plaintiff Teddy Cohn commenced a class action in the Court against PLX, the Director Defendants, the Former Defendants, Avago, and Pluto, on behalf of himself and all others similarly situated, captioned *Cohn v. Salameh*, C.A. No. 9881-VCL (the “Cohn Action”). The complaint in the Cohn Action alleged that the Individual Defendants breached their fiduciary duties in connection with the Merger and that PLX, Avago, and Pluto aided and abetted those breaches of fiduciary duty. The complaint in the Cohn Action sought, among other things, an injunction enjoining consummation of the Merger.

On July 21, 2014, the Court entered an order (i) consolidating the Varghese Action, the Feinstein Action, the Price Action, the Cox and Ellis Action, and the Cohn Action under the caption *In re PLX Technology, Inc. Stockholders Litigation*, Consolidated C.A. No. 9880-VCL (the “Consolidated Action”), (ii) adopting the complaint in the Cox and Ellis Action as the operative complaint in the Consolidated Action (the “Complaint”), (iii) appointing plaintiffs Andrew Ellis and Bobby Varghese as co-lead plaintiffs, (iv) appointing the law firms of Robbins Geller Rudman & Dowd LLP and Milberg LLP as the Plaintiffs’ co-lead counsel in the Consolidated Action, and the law firm of Wilks, Lukoff & Bracegirdle LLC as Delaware liaison counsel, and (v) authorizing Plaintiffs’ co-lead counsel to coordinate the prosecution of all aspects of the Consolidated Action, including, among other things, the negotiation of a settlement, subject to the approval of Plaintiffs and the Court.

On July 22, 2014, the Court entered an order providing for expedited preliminary injunction proceedings and a preliminary injunction hearing on August 8, 2014. The order also provided for document productions from Raun and PLX, as well as the depositions of Raun and Salameh, and directed defendants to cooperate in scheduling a deposition with a representative of Deutsche Bank.

In July 2014, Plaintiffs deposed (i) Raun, PLX’s President, CEO, and a member of PLX’s board of directors (the “Board”) prior to the Merger, (ii) Salameh, Chairman of the Board prior to the Merger, and (iii) Thomas Cho, Deutsche Bank’s Co-Head of Technology Mergers and Acquisitions and a member of the Deutsche Bank team that represented PLX in connection with the Merger.

On July 31, 2014, Plaintiffs decided to forego their motion for a preliminary injunction and to instead pursue damages if the Merger closed.

On August 12, 2014, the Merger closed (the “Merger Date”).

On September 12, 2014, the Individual Defendants, with the exception of Singer (the “Individual Filing Defendants”), moved to dismiss the Complaint and moved to stay discovery pending the resolution of their motion to dismiss (the “Motion to Stay Discovery”). Potomac and Singer (together, the “Potomac Defendants”) joined in the Individual Filing Defendants’ motions. Avago and Pluto together moved to dismiss the Complaint and joined in the Motion to Stay Discovery.

On September 24, 2014, (i) the Individual Filing Defendants, and (ii) Avago and Pluto each filed briefs in support of their motions to dismiss the Complaint.

On September 25, 2014, the Potomac Defendants filed a brief in support of their motion to dismiss the Complaint. The Individual Filing Defendants and the Potomac Defendants together filed a brief in support of the Motion to Stay Discovery.

On October 31, 2014, Plaintiffs filed a brief in opposition to the Motion to Stay Discovery.

On October 31, 2014, Plaintiffs filed an amended complaint in the Consolidated Action that, among other things, repeated the allegations in the initial complaint, added new factual allegations, and added defendant Deutsche Bank (the “Amended Complaint”). The Amended Complaint alleged that Deutsche Bank aided and abetted the alleged breaches of fiduciary duties by the Individual Defendants.

On November 26, 2014, (i) the Individual Filing Defendants, (ii) the Potomac Defendants, (iii) Avago and Pluto, and (iv) Deutsche Bank each filed motions and supporting briefs to dismiss the Amended Complaint. The Individual Filing Defendants and the Potomac Defendants additionally filed a reply brief in support of the Motion to Stay Discovery.

On February 6, 2015, Plaintiffs filed oppositions to the various defendants’ motions to dismiss the Amended Complaint.

On March 13, 2015, (i) the Individual Filing Defendants, (ii) the Potomac Defendants, and (iii) Avago and Pluto separately filed replies to Plaintiffs’ February 6, 2015 oppositions to their various motions to dismiss the Amended Complaint.

On March 16, 2015, Deutsche Bank filed a reply to Plaintiffs' February 6, 2015 opposition to its motion to dismiss the Amended Complaint.

On April 15, 2015, the Court held a hearing on the motions to dismiss brought by the Individual Filing Defendants, the Potomac Defendants, Avago, Pluto, and Deutsche Bank.

On June 15, 2015, the Individual Filing Defendants and Plaintiffs filed supplemental submissions addressing *In re Cornerstone Therapeutics Stockholders Litigation*, 115 A.3d 1173 (Del. 2015).

On September 3, 2015, the Court dismissed Avago, Pluto, and the Former Defendants from the Consolidated Action but denied the motions to dismiss as they related to the Director Defendants, Potomac, and Deutsche Bank (the "Remaining Defendants").

On October 30, 2015, the Remaining Defendants answered the Amended Complaint.

On January 8, 2016, Plaintiffs and the Remaining Defendants participated in mediation with Robert A. Meyer of Loeb & Loeb LLP serving as the mediator. At Plaintiffs' request, Deutsche Bank and Avago produced certain documents related to the valuation of PLX in advance of the mediation.

Between January 8, 2016 and June 10, 2016, Plaintiffs' Counsel and Settling Defendants' Counsel engaged in extensive arm's-length discussions and negotiations regarding a potential resolution of the claims asserted in the Consolidated Action.

The Partial Settlement set forth herein reflects the results of the Settling Parties' negotiations. An agreement was reached only after arm's-length negotiations between the Settling Parties, all of whom were represented by counsel with extensive experience and expertise in stockholder class action litigation, who were well-informed regarding the strengths and weaknesses of their respective claims and defenses. Counsel for the Settling Parties have concluded that the terms contained in the Stipulation are fair and adequate to the Settling Defendants and the Class, and that it is reasonable to partially settle the Consolidated Action based upon the procedures, the substantial benefits, and the protections contained therein. In connection with settlement discussions and negotiations, counsel for the Settling Parties to the Consolidated Action did not negotiate the amount of any application by Plaintiffs' Counsel for an award of attorneys' fees and expenses.

On August 17, 2016, the Settling Parties entered into the Stipulation setting forth the terms of the Partial Settlement.

On August 22, 2016, the Court entered the Scheduling Order providing for, among other things, the preliminary certification of the Class, the scheduling of the Settlement Hearing, and the mailing of this Notice to the Class.

**THE PARTIAL SETTLEMENT OF THIS CONSOLIDATED ACTION, IF APPROVED BY THE COURT ON THE TERMS AND CONDITIONS SET FORTH IN THE STIPULATION, WILL INCLUDE, BUT NOT BE LIMITED TO, A RELEASE OF ALL RELEASED PLAINTIFFS' CLAIMS AGAINST THE RELEASED DEFENDANT PARTIES AND OF ALL RELEASED DEFENDANTS' CLAIMS AGAINST THE RELEASED PLAINTIFF PARTIES, AS THOSE TERMS ARE DEFINED IN PARAGRAPH 1 BELOW. IF YOU ARE A CLASS MEMBER, YOU WILL BE BOUND BY ANY JUDGMENT ENTERED IN THE CONSOLIDATED ACTION. YOU MAY NOT OPT OUT OF THE CLASS.**

**THE COURT HAS NOT FINALLY DETERMINED THE MERITS OF THE CLAIMS MADE BY PLAINTIFFS AGAINST, OR THE DEFENSES OF, THE SETTLING DEFENDANTS. THIS NOTICE DOES NOT IMPLY THAT THERE HAS BEEN OR WOULD BE ANY FINDING OF VIOLATION OF THE LAW OR THAT RELIEF IN ANY FORM OR RECOVERY IN ANY AMOUNT COULD BE HAD IF THE CONSOLIDATED ACTION WAS NOT PARTIALLY SETTLED.**

#### **DEFINITIONS**

1. The following capitalized terms have the meanings specified below:
  - a. "Class" means a non-opt-out class consisting of all record and beneficial holders of PLX common stock who held such stock at any time between and including June 23, 2014 and August 12, 2014, including any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, but excluding the Settling Defendants, Non-Settling Defendants, Avago Technologies Wireless (U.S.A.) Manufacturing, Inc. ("Avago"), and Pluto Merger Sub, Inc. ("Pluto"), their respective affiliates as to their own accounts (*i.e.*, accounts in which they hold a proprietary interest), and any person, firm, trust, corporation, or other entity affiliated with Avago, Pluto, or any

Settling or Non-Settling Defendant. Notwithstanding anything to the contrary herein, and, for the avoidance of doubt, nothing herein is intended to exclude, nor shall it exclude, from the Class any holdings of PLX common stock held (i) by Deutsche Bank, or by or at any of its affiliates, in a fiduciary capacity or otherwise on behalf of any third-party client, account, fund, trust, or employee benefit plan that otherwise falls within the definition of Class, and/or (ii) by any investment company or pooled investment fund (including but not limited to mutual funds, exchange-traded funds, fund of funds, private equity funds, real estate funds, and hedge funds) in which Deutsche Bank or any of its affiliates may have a direct or indirect interest, or as to which they may act as an investment advisor, general partner, managing member, or other similar capacity.

- b. “Class Member” means a member of the Class.
- c. “Class Period” means June 23, 2014 to August 12, 2014, inclusive.
- d. “Common Fund” means the interest-bearing account established by Plaintiffs’ Counsel for deposit of the Settlement Payment as the Remaining Settling Defendants’ consideration for the Partial Settlement.
- e. “Deutsche Bank” means defendant Deutsche Bank Securities Inc.
- f. “Director Defendants” means defendants Michael J. Salameh (“Salameh”), David Raun (“Raun”), Ralph Schmitt (“Schmitt”), Eric Singer (“Singer”), John H. Hart (“Hart”), and Patrick Verderico (“Verderico”).
- g. “Effective Date” means the first business day following the date of Final Approval of the Partial Settlement.
- h. “Final Approval” of the Partial Settlement means that the Court has entered the Order and Partial Final Judgment in accordance with Court of Chancery Rule 54(b)—with no material modification to the [Proposed] Order and Partial Final Judgment attached as Exhibit C to the Stipulation—certifying the Class, approving the Partial Settlement, dismissing the Remaining Settling Defendants from the Consolidated Action with prejudice on the merits and without costs to any Settling Party (except those costs set forth in Paragraphs 2, 9, and 21 of the Stipulation), providing for the releases set forth in Paragraphs 3–5 of the Stipulation, and providing for the Bar Order described in Paragraph 13 of the Stipulation, and that such Order and Partial Final Judgment is final and no longer subject to further appeal or review, whether by affirmance on or exhaustion of any possible appeal or review, lapse of time, or otherwise; provided, however, and notwithstanding any provision to the contrary in the Stipulation, Final Approval shall not include (and the Partial Settlement is expressly not conditioned on) the award of attorneys’ fees and the reimbursement of expenses as provided in Paragraphs 21–25 of the Stipulation, and any appeal related thereto.
- i. “Former Defendants” means Stephen Domenik (“Domenik”) and Martin Colombatto (“Colombatto”).
- j. “Order and Partial Final Judgment” means the entry of an order by the Court in substantially the form as, and with no material modification to, the [Proposed] Order and Partial Final Judgment attached as Exhibit C to the Stipulation.
- k. “Person” means any individual, corporation, partnership, limited liability company, association, affiliate, parent, subsidiary, joint stock company, estate, trust, unincorporated association, entity, government and any political subdivision thereof, or any other type of business or legal entity.
- l. “Plaintiffs” means co-lead plaintiffs Andrew Ellis and Bobby Varghese.
- m. “Plaintiffs’ Counsel” means counsel of record for Plaintiffs in the Consolidated Action.
- n. “PLX” means PLX Technology, Inc.
- o. “Released Claims” means the Released Defendants’ Claims and the Released Plaintiffs’ Claims.
- p. “Released Defendants’ Claims” means any claims that have been or could have been asserted in the Consolidated Action, or in any court, tribunal, forum, or proceeding, by the Settling Defendants or any of their respective successors and assigns against any of the

Released Plaintiff Parties, which arise out of or relate in any way to the institution, prosecution, settlement, or dismissal of the Consolidated Action; provided, however, that the Released Defendants' Claims shall not include the right to enforce the Stipulation, nor shall they include claims based on the conduct of any of the Released Plaintiff Parties after the Effective Date.

- q. "Released Plaintiffs' Claims" means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent (including Unknown Claims), that Plaintiffs or any or all other members of the Class ever had, now have, or may have, whether direct, derivative, individual, class, representative, legal, equitable or of any other type, or in any other capacity, based on his, her, or its ownership of PLX common stock during the Class Period, against any of the Released Defendant Parties, whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule (including but not limited to any claims under federal or state securities laws, federal or state antitrust law, or under state disclosure law or any claims that could be asserted derivatively on behalf of PLX), which, now or hereafter, are based upon, arise out of, relate in any way to, or involve, directly or indirectly, or previously were based upon, arose out of, resulted from, related to or involved, directly or indirectly, any of the actual, alleged or attempted actions, inactions, conduct, transactions, contracts, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims or any other matters, things or causes whatsoever, or any series thereof, that were, or could have been, alleged, asserted, set forth, claimed, embraced, involved, or referred to in, or related to, directly or indirectly, the Consolidated Action or the subject matter of the Consolidated Action, in any court, tribunal, forum, or proceeding, including, without limitation, any and all claims which are based upon, arise out of, relate in any way to, or involve, directly or indirectly, (i) the Merger or the sale process leading up to the Merger, (ii) any deliberations, negotiations, acts, or omissions in connection with the review of strategic alternatives available to PLX or the Merger, including, without limitation, the process of deliberation or negotiation by any of the defendants, and any of their respective officers, directors, employees, principals, partners or advisors, (iii) any act, omission, advice, or services provided by Deutsche Bank or its representatives in connection with or related to the review of strategic alternatives available to PLX or the Merger, (iv) the Merger Consideration, (v) the consideration received or to be received by any Person in connection with the Merger, (vi) the 14D-9, Schedule TO or any other disclosures made available or filed relating, directly or indirectly, to the Merger, including, without limitation, claims under the federal securities laws within the exclusive jurisdiction of the federal courts, (vii) the fiduciary obligations, if any, of the Released Defendant Parties in connection with the Merger, (viii) the Merger Agreement and any other agreements relating to the Merger, (ix) any of the allegations in any complaint or amendment thereto filed in the Consolidated Action, (x) breach of duty, neglect, error, misstatement, misleading statement, omission or act of the Released Defendant Parties in their capacity of directors or officers of PLX, or any matter claimed against them by reason of their status as an officer or director of PLX (for the avoidance of doubt, in connection with the Partial Settlement, Singer is not released from liability for his actions as a Co-Managing Member of Potomac, or any of Potomac's affiliates, subsidiaries, or parent entities, or from liability in any capacity other than as a member of the Board), (xi) the alleged aiding and abetting of any such breach of duty, and (xii) except as otherwise provided in this Partial Settlement, the administration or distribution of the Settlement Payment or Common Fund; provided, however, that the Released Plaintiffs' Claims shall not include the right to enforce the Stipulation.
- r. "Released Parties" means the Released Defendant Parties and the Released Plaintiff Parties.
- s. "Released Defendant Parties" means, whether or not each or all of the following Persons or entities were named, served with process, or appeared in the Consolidated Action: (i) Salameh, Raun, Schmitt, Singer (solely in his capacity as a member of the Board), Hart, Verderico, Domenik, Colombatto, PLX, Avago, Pluto, and Deutsche Bank; (ii) any Person that is or was related to or affiliated or associated with any or all of the foregoing or in which any or all of them

has or had a controlling interest (excluding Potomac, any of Potomac's affiliates, subsidiaries, or parent entities, and any Person that is or was related or affiliated with Potomac); and (iii) with respect to the individuals and entities set forth or described in (i) and (ii), each of their respective heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, agents, employees, fiduciaries, partners, control persons, partnerships, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, shareholders, stockholders, principals, officers, managers, directors, managing directors, members, managing members, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys (including, without limitation, the Settling Defendants' Counsel and PLX's counsel of record in the Consolidated Action), personal or legal representatives, accountants, insurers, co-insurers, reinsurers, and associates, of each and all of the foregoing and any entity in which any of individuals or entities set forth or described in (i) and (ii) has a direct financial interest (excluding Potomac and any Person that is or was related or affiliated with Potomac).

- t. "Released Plaintiff Parties" means Plaintiffs, all other Class Members, and their respective counsel (including Plaintiffs' Counsel).
- u. "Remaining Settling Defendants" means the Director Defendants and Deutsche Bank.
- v. "Settlement Payment" means fourteen million, one-hundred and twenty-five thousand United States dollars (\$14,125,000) to be paid by or on behalf of the Remaining Settling Defendants, severally and not jointly, and as set forth in Paragraph 2(c) of the Stipulation, in exchange for the full and final settlement between Plaintiffs and the Remaining Settling Defendants and release of all Released Plaintiffs' Claims by Plaintiffs and the Class.
- w. "Settling Defendants" means the Director Defendants, the Former Defendants, and Deutsche Bank.
- x. "Settling Defendants' Counsel" means counsel of record for the respective Settling Defendants in the Consolidated Action.
- y. "Settling Parties" means Plaintiffs, PLX, and the Settling Defendants.
- z. "Unknown Claims" means any claims that a Settling Party does not know or suspect exists in his, her, or its favor at the time of the release of the Released Claims as against the Released Parties, including without limitation those which, if known, might have affected the decision to enter into the Stipulation. With respect to any of the Released Claims, the Settling Parties stipulate and agree that upon Final Approval of the Partial Settlement, the Settling Parties shall be deemed to have, and by operation of the Order and Partial Final Judgment entered by the Court shall have, expressly waived, relinquished and released any and all provisions, rights and benefits conferred by or under Cal. Civ. Code § 1542 or any law or principle of common law of the United States or any state of the United States or territory of the United States, or other jurisdiction, which is similar, comparable or equivalent to Cal. Civ. Code § 1542, which provides:

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

The Settling Parties acknowledge, and the Class by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of the Settling Parties, and by operation of law the Class, to completely, fully, finally and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. The Settling Parties acknowledge, and the Class by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of "Released Plaintiffs' Claims" was separately bargained for and was a material element of the Partial Settlement and was relied upon by each and all of the Settling Parties in entering into the Stipulation.

## **REASONS FOR THE SETTLEMENT**

2. Plaintiffs state that they have brought their claims in good faith and continue to believe that their claims have legal merit, and the entry by Plaintiffs into the Partial Settlement is not an admission as to the lack of any merit of any claims asserted in the Consolidated Action. Plaintiffs' Counsel reviewed more than 143,846 pages of documents and took 3 depositions prior to entering into the Stipulation. Plaintiffs' Counsel have analyzed the evidence adduced during their investigation and have researched the applicable law with respect to the claims of Plaintiffs and the Class against the Settling Defendants. In negotiating and evaluating the terms of the Stipulation, Plaintiffs' Counsel considered, among other things, the significant legal and factual defenses to Plaintiffs' claims and the uncertainties inherent in such litigation. Plaintiffs believe that the terms contained in the Stipulation are fair, reasonable, and adequate to the Class and that it is reasonable to pursue the Partial Settlement of the Consolidated Action before the Court based upon the terms outlined herein and the benefits and protections offered hereby.

3. The entry by the Settling Defendants into the Partial Settlement is not an admission as to the merit of any claims asserted in the Consolidated Action. The Settling Defendants (to the extent applicable to any given defendant) state that they have denied, and continue to deny, all allegations of wrongdoing, fault, liability, or damage to Plaintiffs or the Class, deny that they engaged in any wrongdoing, deny that they committed any violation of law or aided and abetted any violation of law, deny that the 14D-9, Schedule TO, or any other public disclosures were in any way deficient, deny that the process by which the Merger was negotiated was insufficient in any way, deny that the price paid to PLX's stockholders in connection with the Merger was insufficient in any way, deny that they acted improperly in any way, believe that they acted properly at all times, believe that the Consolidated Action has no merit, and maintain that they have committed no disclosure violations or any other breach of duty whatsoever in connection with the Merger or any public disclosures, but wish to enter into the Partial Settlement solely because they consider it desirable to, among other things, (i) eliminate the burden, inconvenience, expense, risk, and distraction to the Remaining Settling Defendants of further litigation, and (ii) finally put to rest and terminate all the claims that were or could have been asserted against the Released Defendant Parties in the Consolidated Action.

## **THE SETTLEMENT CONSIDERATION**

4. In accordance with the terms of the Stipulation and in consideration for the full and final settlement between the Settling Parties and the release of all Released Plaintiffs' Claims by Plaintiffs and the Class, \$14,125,000 in United States dollars shall be paid by or on behalf of the Remaining Settling Defendants, severally and not jointly, into an interest-bearing account established by Plaintiffs' Counsel. The allocation of the Settlement Payment between the Remaining Settling Defendants is and shall remain confidential to the Plaintiffs and the Remaining Settling Defendants.

5. Following Final Approval of the Partial Settlement, the Settlement Payment—plus any interest accruing thereon and minus the costs of distributing this Notice, other costs of administering and distributing the Settlement Payment, and any attorneys' fees and expenses awarded by the Court—shall be distributed, with the Court's approval, on a *pro rata* basis to all holders of record of shares of PLX common stock as of August 12, 2014 (the date the Merger closed), except no such payment shall be made to any Person excluded from the Class, except as permitted in Paragraph 1(b) of the Stipulation.

## **CLASS CERTIFICATION DETERMINATION**

6. On August 22, 2016, the Court entered an Order (the "Scheduling Order") preliminarily certifying, for settlement purposes only, a non-opt-out class, pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) consisting of the Class Members.

7. At the Settlement Hearing, the Court will determine, among other things, whether (i) the Class contemplated in the Consolidated Action is so numerous that joinder of all members is impracticable; (ii) there are questions of law or fact common to the Class; (iii) the claims of the representative plaintiffs are typical of the claims of the Class; (iv) the representative plaintiffs have fairly and adequately protected the interests of the Class; and (v) the Consolidated Action otherwise complies with Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2).

## **THE ORDER AND PARTIAL FINAL JUDGMENT**

8. If the Court determines that the Partial Settlement, as provided for in the Stipulation, is fair, reasonable, adequate, and in the best interests of the Class, the Court will enter an Order and Partial Final Judgment, which will, among other things:

- a. Make final the Court's previous determination to certify the Class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) for purposes of the Partial Settlement;



- b. Determine that the form and manner of this Notice meets the requirements of Delaware Court of Chancery Rule 23, due process, and applicable law, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all Persons entitled thereto;
- c. Determine that all Class Members are bound by the Order and Partial Final Judgment;
- d. Determine that the terms and conditions of the Partial Settlement, as set forth in the Stipulation, are fair, reasonable, adequate, and in the best interests of the Class;
- e. Dismiss the Consolidated Action with prejudice as against the Remaining Settling Defendants with respect to all Class Members (including Plaintiffs) without the award of any damages, costs, or fees or the grant of further relief except for the payments contemplated by the Stipulation;
- f. Fully, finally, and forever release the Released Claims against the respective Released Parties, as more fully described in the Section below entitled "Releases";
- g. Forever bar and enjoin Plaintiffs and the Class from commencing, instituting, prosecuting, or continuing to prosecute any of the Released Plaintiffs' Claims against any of the Released Defendant Parties, and forever bar and enjoin the Settling Defendants from commencing, instituting, prosecuting, or continuing to prosecute any of the Released Defendants' Claims against any of the Released Plaintiff Parties;
- h. Award Plaintiffs' Counsel such attorneys' fees and expenses as the Court deems fair and reasonable; and
- i. Enter a bar order (the "Bar Order") in substantially the following form:  

Any claims against the Released Defendant Parties, in which the injury claimed is the claimant's actual or threatened liability to Plaintiffs or any Class Member, arising out of or relating to the claims asserted in, or arising out of or relating to the subject matter of, the Consolidated Action, including without limitation any third party claims for contribution in accordance with 10 Del. C. § 6304(b) and any similar laws and statutes, are hereby barred.

### **RELEASES**

9. In consideration of the benefits provided by the Partial Settlement, the Order and Partial Final Judgment shall, among other things, provide for the full and complete dismissal of the Consolidated Action with prejudice on the merits as to the Remaining Settling Defendants without costs and provide for the following releases:

- a. As of the Effective Date, Plaintiffs and all Class Members, on behalf of themselves, their legal representatives, heirs, executors, administrators, estates, predecessors, successors, predecessors-in-interest, successors-in-interest, affiliates and assigns, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective officers, directors, employees, and agents, shall thereupon fully, finally, and forever, release, settle, and discharge the Released Defendant Parties from and with respect to every one of the Released Plaintiffs' Claims on the terms set forth in the Stipulation, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Plaintiffs' Claims against any of the Released Defendant Parties.
- b. As of the Effective Date, Plaintiffs and each and every Class Member shall be deemed bound by the Stipulation and the Order and Partial Final Judgment. The Order and Partial Final Judgment, including the release of all Released Plaintiffs' Claims against all Released Defendant Parties, shall have res judicata, collateral estoppel, and all other preclusive effect in all pending and future lawsuits, arbitrations, or other proceedings maintained by, or on behalf of, Plaintiffs or any Class Members, as well as their respective heirs, executors, administrators, estates, predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns and anyone claiming through or on behalf of any of them.
- c. As of the Effective Date, the Settling Defendants shall thereupon fully, finally, and forever, release, settle, and discharge the Released Plaintiff Parties from and with respect to every one of the Released Defendants' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, or prosecuting any of the Released Defendants' Claims against any of the Released Plaintiff Parties.

## **APPLICATION FOR ATTORNEYS' FEES AND EXPENSES**

10. Plaintiffs' Counsel intend to petition the Court for an award of attorneys' fees not to exceed 25% of the Settlement Payment plus payment of Plaintiffs' Counsel's expenses in prosecuting the Consolidated Action through August 17, 2016 up to \$160,000.00, in connection with the efforts of Plaintiffs' Counsel in obtaining the Settlement Payment for the Class. The Settling Defendants have reserved all rights with respect to the petition referenced in the preceding sentence. Any fees and expenses awarded to Plaintiffs' Counsel shall be paid from the Common Fund. Plaintiffs' Counsel will make this petition not less than twenty-five (25) days prior to the Settlement Hearing.

11. Resolution of the Fee and Expense Award shall not be a precondition to the Partial Settlement or to the dismissal with prejudice of the Remaining Settling Defendants from the Consolidated Action. Any disapproval or modification of the application for an award of attorneys' fees or reimbursement of expenses by the Court or on appeal shall not affect or delay the enforceability of the Stipulation, provide any of the Settling Parties with the right to terminate the Partial Settlement, impose any obligation on any of the Settling Defendants, or subject them in any way to an increase in the amount paid by them or on their behalf in connection with the Partial Settlement, or affect or delay the binding effect or finality of the Order and Partial Final Judgment and the release of the Released Claims. The Court may consider and rule upon the fairness, reasonableness, and adequacy of the Partial Settlement independently of any award of attorneys' fees and expenses.

## **EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION**

12. In the event that the proposed Partial Settlement (or any amendment thereof by the Settling Parties) is rendered null and void as to all Settling Parties for any reason, (a) all of the Settling Parties shall be deemed to have reverted to their respective litigation statuses immediately prior to the execution of the Stipulation, and they shall proceed in all respects as if the Stipulation had not been executed and any related orders had not been entered, (b) all of their respective claims and defenses as to any issue in the Consolidated Action shall be preserved without prejudice in any way, (c) the statements made in connection with the negotiations of the Stipulation shall not be deemed to prejudice in any way the positions of any of the Settling Parties with respect to the Consolidated Action, or to constitute an admission of fact of wrongdoing by any Settling Party, shall not be used or entitle any Settling Party to recover any fees, costs, or expenses incurred in connection with the Consolidated Action, and neither the existence of the Stipulation nor its contents nor any statements made in connection with its negotiation or any settlement communications shall be admissible in evidence or shall be referred to for any purpose in the Consolidated Action, or in any other litigation or judicial proceeding, and (d) the Settling Defendants reserve the right to oppose certification of any plaintiff class in any proceeding (including, but not limited to, any proceedings in the Consolidated Action).

## **THE SETTLEMENT HEARING**

13. The Court has scheduled a Settlement Hearing which will be held on November 17, 2016, at 10:00 a.m., in the New Castle County Courthouse, 500 North King Street, Wilmington, Delaware 19801 as described previously in this Notice.

14. The Court may adjourn the Settlement Hearing or any adjournment thereof, including the consideration of the application for attorneys' fees and expenses, without further notice of any kind other than oral announcement at the Settlement Hearing or any adjournment thereof. The Court also may approve the Partial Settlement at or after the Settlement Hearing according to the terms and conditions of the Stipulation, as it may be modified by the Settling Parties, with or without further notice to the Class. Further, the Court may render its judgment, and order the payment of attorneys' fees and expenses, all without further notice to the Class.

## **RIGHT TO APPEAR AND OBJECT AT SETTLEMENT HEARING**

15. Any Class Member who objects to the Stipulation, the Partial Settlement, the class action determination, the Order and Partial Final Judgment to be entered in the Consolidated Action, Plaintiffs' Counsel's application for attorneys' fees and expenses, or who otherwise wishes to be heard, may appear in person or by such Class Member's attorney at the Settlement Hearing and present evidence or argument that may be proper and relevant; provided, however, that, except for good cause shown or as the Court otherwise directs, no Person shall be heard and no papers, briefs, pleadings, or other documents submitted by any Person shall be considered by the Court unless ***not later than November 2, 2016*** such Person files with the Register in Chancery, New Castle County Courthouse, 500 North King Street, Wilmington, Delaware 19801 and serves upon counsel listed below: (a) a written and signed notice of intention to appear that states the name, address, and telephone number of the objector and, if represented, his, her, or its counsel; (b) documentation evidencing membership in the Class; (c) a detailed statement of such Person's objections to any matters before the Court; (d) the grounds for such objections and the reasons that such Person desires to appear and be heard; and (e) all documents or writings such Person desires the Court to consider.

Such filings must be served upon the following counsel by hand delivery, overnight mail, or electronic filing:

R. Bruce McNew  
Wilks, Lukoff & Bracegirdle, LLC  
4250 Lancaster Pike, Suite 200  
Wilmington, DE 19805

Patricia L. Enerio  
Proctor Heyman Enerio LLP  
300 Delaware Avenue, Suite 200  
Wilmington, DE 19801

Stephen C. Norman  
Potter Anderson & Corroon LLP  
Hercules Plaza, 6th Floor  
1313 North Market Street  
Wilmington, DE 19801

Raymond J. DiCamillo  
Richards, Layton & Finger, P.A.  
920 North King Street  
Wilmington, DE 19801

Kevin G. Abrams  
Abrams & Bayliss LLP  
20 Montchanin Road, Suite 200  
Wilmington, DE 19807

16. Unless the Court otherwise directs, no Person shall be entitled to object to the approval of the Partial Settlement, any judgment entered thereon, the adequacy of the representation of the Class by Plaintiffs and Plaintiffs' Counsel, any award of attorneys' fees and expenses, or otherwise be heard, except by serving and filing a written objection and supporting papers and documents as described above. Any Person who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this or any other action or proceeding.

17. Any Class Member who does not object to the Partial Settlement or the request by Plaintiffs' Counsel for an award of attorneys' fees and expenses (described above) or to any other matter stated above need not do anything.

#### **SCOPE OF THIS NOTICE AND FURTHER INFORMATION**

18. The foregoing description of the Settlement Hearing, the Consolidated Action, the terms of the proposed Partial Settlement, and other matters described in this Notice are not comprehensive. Accordingly, Class Members and their attorneys are referred to the documents filed with the Court in the Consolidated Action, including the Stipulation, which are available for inspection at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, New Castle County Courthouse, 500 North King Street, Wilmington, Delaware 19801, during regular business hours of each business day. The Stipulation is also available for viewing and/or downloading at [www.plxsecuritieslitigation.com](http://www.plxsecuritieslitigation.com). Inquiries or comments about the Partial Settlement, including requests for additional copies of this Notice, may be directed to the attention of Plaintiffs' Counsel as follows:

R. Bruce McNew  
Wilks, Lukoff & Bracegirdle, LLC  
4250 Lancaster Pike, Suite 200  
Wilmington, DE 19805  
(302) 225-0850

#### **NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS**

19. Brokerage firms, banks, and/or other Persons who held shares of the common stock of PLX on behalf of a Class Member are requested to promptly send this Notice to all of their respective beneficial owners. If additional copies of the Notice are needed for forwarding to such beneficial owners, any requests for such copies may be made to:

*PLX Securities Litigation*  
Claims Administrator  
c/o Gilardi & Co. LLC  
P.O. Box 30237  
College Station, TX 77842-3237

Dated: August 22, 2016

BY ORDER OF THE COURT

\_\_\_\_\_  
Register in Chancery

**PLEASE DO NOT WRITE OR CALL THE COURT.**

*PLX Securities Litigation*  
Claims Administrator  
c/o Gilardi & Co. LLC  
P.O. Box 30237  
College Station, TX 77842-3237

Presorted  
First-Class Mail  
US Postage  
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Petaluma, CA

**IMPORTANT LEGAL DOCUMENTS ENCLOSED.**

**PXY**