



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

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

**STIPULATION AND AGREEMENT OF
PARTIAL COMPROMISE, SETTLEMENT, AND RELEASE**

This Stipulation and Agreement of Partial Compromise, Settlement, and Release (the “Stipulation”), dated August 17, 2016, is entered into between: (i) co-lead plaintiffs Andrew Ellis and Boby Varghese (together, “Plaintiffs”), on their own behalf and on behalf of the Class (as defined herein); (ii) PLX Technology, Inc. (“PLX”), in its capacity as indemnitor for defendant Deutsche Bank Securities Inc. (“Deutsche Bank”); (iii) defendants Michael J. Salameh (“Salameh”), David Raun (“Raun”), Ralph Schmitt (“Schmitt”), Eric Singer (“Singer”), John H. Hart (“Hart”), and Patrick Verderico (“Verderico,” and together with the foregoing defendants, the “Director Defendants”); (iv) former defendants Stephen Domenik (“Domenik”) and Martin Colombatto (“Colombatto” and, collectively, the “Former Defendants”); and (v) Deutsche Bank (collectively with the Director Defendants and the Former Defendants, the “Settling Defendants,” and together with PLX and Plaintiffs, the “Settling Parties”), by and through their undersigned attorneys. The Director Defendants and Deutsche Bank are referred to as the “Remaining Settling Defendants.”

This Stipulation states all of the terms of the partial settlement and resolution of this matter as between Plaintiffs, on the one hand, and the Settling Defendants and PLX, on the other hand, and is intended by the Settling Parties to fully and finally compromise, resolve, discharge, and settle the Released Plaintiffs' Claims against the Released Defendant Parties and the Released Defendants' Claims against the Released Plaintiff Parties, subject to the approval of the Court of Chancery of the State of Delaware (the "Court"). All terms herein with initial capitalization shall, unless defined elsewhere in this Stipulation, have the meanings ascribed to them in Paragraph 1 below. This Stipulation does not release any claims of Plaintiffs or the Class against the Non-Settling Defendants.

I. Background of the Partial Settlement

A. 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").

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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 Capital Partners II, L.P. (“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.

H. 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.

I. 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

Boby 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.

J. 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.

K. 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.

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

M. On August 12, 2014, the Merger closed (the "Merger Date").

N. 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.

O. 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.

P. 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.

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

R. 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.

S. 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.

T. On February 6, 2015, Plaintiffs filed oppositions to the various defendants' motions to dismiss the Amended Complaint.

U. 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.

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

W. 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.

X. 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).

Y. 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”).

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

AA. 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.

BB. 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.

CC. 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 this 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 herein. In connection with settlement discussions and negotiations, counsel for the Settling Parties did not negotiate the amount of any application by Plaintiffs' Counsel for an award of attorneys' fees and expenses.

II. Plaintiffs' Claims and the Benefits of Settlement

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 this Stipulation is not an admission as to the lack of any merit of any claims asserted in the Consolidated Action. In negotiating and evaluating the terms of this Stipulation, Plaintiffs' Counsel considered the 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, and wish to document their agreement in this Stipulation.

III. Settling Defendants' Denials of Wrongdoing and Liability

The entry by the Settling Defendants into this Stipulation 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.

NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED, by Plaintiffs, individually and on behalf of the Class, the Settling Defendants, and PLX, by and through their attorneys of record and subject to the approval of the Court, that, pursuant to Court of Chancery Rule 23 and the other conditions set forth herein, for the good and valuable consideration set forth herein to be conferred on Plaintiffs and the Class, the sufficiency of which is hereby acknowledged, the Consolidated Action shall be finally and fully settled, compromised, and dismissed on the merits with prejudice as to the Remaining Settling Defendants (and without costs to any Settling Party or any of its attorneys, experts, advisors, agents, or representatives, except as provided herein), upon and subject to the terms and conditions of the Stipulation as follow (the “Partial Settlement”). The Released Claims shall be finally and fully compromised, settled, and dismissed as to the respective Released Parties, in the manner and upon the terms and conditions hereafter set forth.

IV. Definitions

1. The following capitalized terms, used in this Stipulation, shall have the meanings specified below:

(a) “Administrative Costs” means all costs and expenses associated with providing notice of the Partial Settlement to the Class or otherwise administering or carrying out the terms of the Stipulation.

(b) “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, and 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.

(c) “Class Member” means a member of the Class.

(d) “Class Period” means June 23, 2014 to August 12, 2014, inclusive.

(e) “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.

(f) “Effective Date” means the first business day following the date of Final Approval of the Partial Settlement.

(g) “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 hereto—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), providing for the releases set forth in Paragraphs 3–5, and providing for the Bar Order described in Paragraph 13, 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, and any appeal related thereto.

(h) “Non-Settling Defendants” means Potomac and Singer (in any capacity other than as a member of the Board).

(i) “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 hereto.

(j) “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.

(k) “Plaintiffs’ Counsel” means counsel of record for Plaintiffs in the Consolidated Action.

(l) “Released Claims” means the Released Defendants’ Claims and the Released Plaintiffs’ Claims.

(m) “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.

(n) “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,

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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

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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.

(o) "Released Parties" means the Released Defendant Parties and the Released Plaintiff Parties.

(p) "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).

(q) “Released Plaintiff Parties” means Plaintiffs, all other Class Members, and their respective counsel (including Plaintiffs’ Counsel).

(r) “Settlement Hearing” means the hearing to be held by the Court to determine whether to certify the Class as a non-opt-out class pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) for purposes of the Partial Settlement, whether the proposed Partial Settlement should be approved as fair, reasonable, and adequate, whether all Released Claims should be dismissed with prejudice, whether the Order and Partial Final Judgment approving the Partial Settlement should be entered, whether and in what amount an award of attorneys’ fees and expenses should be paid to Plaintiffs’ Counsel, and any other matters the Court deems appropriate.

(s) “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), 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.

(t) “Settling Defendants’ Counsel” means counsel of record for the respective Settling Defendants in the Consolidated Action.

(u) “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.

V. Settlement Consideration

2. 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:

(a) Within ten (10) business days after the Court’s entry of the Scheduling Order (defined herein and attached as Exhibit A), \$300,000 of the Settlement Payment (the “Administration Fund”) shall be deposited into the Common Fund established by Plaintiffs’ Counsel, provided that Plaintiffs’ Counsel has timely provided complete wire transfer information and

instructions to Settling Defendants' Counsel. The Administration Fund shall be used by Plaintiffs' Counsel or its designees only to pay reasonable and necessary Administrative Costs incurred prior the Effective Date.

(b) The remaining amount of the Settlement Payment shall be paid into the Common Fund within ten (10) business days of the later of: (i) final, non-appealable entry of the Order and Partial Final Judgment; or (ii) receipt of complete payment information, including a W-9, from Plaintiffs' Counsel.

(c) The Settlement Payment, including, without limitation, the Administration Fund, shall be paid by or on behalf of the Remaining Settling Defendants, severally and not jointly, in accordance with such allocation as the Remaining Settling Defendants alone determine in their sole discretion. The allocation of the Settlement Payment between the Remaining Settling Defendants is and shall remain confidential to the Plaintiffs and the Remaining Settling Defendants. No Remaining Settling Defendant shall be liable for any amount of any allocated portion not paid by any other Remaining Settling Defendant, nor for any interest accruing on such unpaid portion.

(d) The Common Fund, including all interest accruing thereon, shall be deemed to be in the custody of the Court. Plaintiffs' Counsel

shall retain an administrator (the “Administrator”), which shall, subject to the jurisdiction, supervision, direction, and approval of the Court, oversee the administration and distribution of the Common Fund. The Administrator’s costs and any other costs of administering and distributing the Settlement Payment shall be deducted from the Common Fund prior to distribution to the Class. Following Final Approval of the Partial Settlement, the Administrator shall distribute the Settlement Payment, with the Court’s approval, on a pro rata basis to all holders of record of shares of PLX common stock as of 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).

(e) The Common Fund—less expenses paid, incurred, or due and owing consistent with the Stipulation, excluding the expenses incurred or paid in providing notice of this proposed settlement to the Class (as provided in Paragraph 9 below) and other administrative costs—shall be returned by Plaintiffs’ Counsel to the Persons making the Settlement Payment within ten (10) business days in the event that the Order and Partial Final Judgment is not approved by the Court in substantially the form attached hereto as Exhibit C, is not upheld on appeal, or is otherwise vacated.

(f) Within twenty (20) calendar days of the execution of this Stipulation, PLX shall provide to the Administrator, to the extent available, (i)

a list of the holders of record of PLX common stock as of the closing of the Merger containing each holder's name, address, and the number of shares owned and (ii) similar lists or reports available from PLX's Transfer Agent or the Depository Trust Company identifying the beneficial owners of PLX common stock as of the Merger Date, as appropriate for providing notice of the Partial Settlement to the Class. Plaintiffs' Counsel agrees that this information will be kept confidential and not used for any purpose other than to provide the notice contemplated by this Settlement.

(g) The Settling Defendants shall have no involvement in, responsibility for, or liability relating to (i) the administration of or distributions from the Settlement Fund, or (ii) the distribution of the Settlement Payment to the Class.

VI. Releases

3. 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 herein, 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.

4. 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.

5. 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.

VII. Certification of the Class

6. For purposes of the Partial Settlement only, the Settling Parties agree that the Court shall certify a non-opt-out class pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) consisting of the Class Members. In the event that this Stipulation is terminated or rendered null and void and of no force and effect as to all Settling Parties, the certification of the Class shall, except as provided herein, be deemed vacated, the Consolidated Action shall proceed as though the Class had never been certified, and no reference to the certification of the Class, or to the Stipulation or any documents related thereto, shall be made by the Settling Parties for any purpose, except as expressly authorized by the terms of this Stipulation. 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).

VIII. Scheduling Order, Notice, and Settlement Hearing

7. As soon as practicable upon execution of this Stipulation, Plaintiffs' Counsel shall submit the Stipulation together with its exhibits to the Court and shall apply for entry of an order (the "Scheduling Order"), substantially in the form of Exhibit A hereto, requesting: (a) approval of the form and content of the proposed notice of the Partial Settlement; and (b) a date for the Settlement Hearing. At the Settlement Hearing, the Settling Parties shall jointly request that

the Order and Partial Final Judgment be entered substantially in the form attached hereto as Exhibit C.

8. Notice to the Class shall consist of a Notice of Pendency of Class Action, Proposed Partial Settlement of the Class Action, and Settlement Hearing (the “Notice”), substantially in the form attached hereto as Exhibit B.

9. No fewer than sixty (60) calendar days before the Settlement Hearing, a copy of the Notice shall be mailed to all stockholders of record of PLX who are members of the Class at their last-known address appearing in the stock transfer records maintained by or on behalf of PLX. Plaintiffs’ Counsel shall be responsible for providing the Notice to the Class, and all costs and expenses incurred in providing such notice shall be paid solely from the Common Fund. No Remaining Settling Defendant or any other Person shall have any obligation to pay any costs and expenses incurred in providing notice of the Partial Settlement to the Class. At least ten (10) business days prior to the Settlement Hearing, Plaintiffs’ Counsel shall file with the Court an appropriate affidavit or declaration verifying dissemination of the Notice.

10. The Settling Parties will present the Partial Settlement to the Court for Final Approval as soon as reasonably practicable following appropriate notice to the Class Members, and will use their individual and collective best efforts to obtain Final Approval of the Partial Settlement and the dismissal of the Remaining

Settling Defendants from the Consolidated Action with prejudice without costs to any Settling Party, except as expressly provided herein.

IX. Conditions of Partial Settlement, Effect of Disapproval, Cancellation, or Termination

11. The Partial Settlement is conditioned on the occurrence of all of the following events:

- (a) Certification of the Class as described in Paragraph 6;
- (b) Entry of the Scheduling Order substantially in the form attached hereto as Exhibit A;
- (c) Entry of the Order and Partial Final Judgment substantially in the form attached hereto as Exhibit C, including the Bar Order in substantially the form contemplated by Paragraph 13;
- (d) Final Approval of the Partial Settlement;
- (e) Subject to Paragraph 18, dismissal with prejudice of the Director Defendants and Deutsche Bank from the Consolidated Action 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 this Stipulation;
- (f) Dismissal with prejudice of any other litigation that is subsequently filed that makes claims, the release of which are contemplated by the Released Plaintiffs' Claims.

12. Plaintiffs and the Class agree, pursuant to 10 Del. C. § 6304, that the damages recoverable against any other alleged tortfeasor, including Potomac, will be reduced by the greater of (1) the amount of the Settlement Payment, and (2) the pro rata shares, if any, of the Settling Defendants, in both instances only to the extent it is established that the Settling Defendants are joint tortfeasors.

13. As a condition of the Partial Settlement, Plaintiffs and the Remaining Settling Defendants shall obtain as part of the Order and Partial Final Judgment in connection with Final Approval a provision in a form substantially similar to the following (the “Bar Order”):

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.

14. The obligations incurred pursuant to this Stipulation shall be in full and final disposition of the Consolidated Action with respect to the Released Claims. It is the intention of the Settling Parties that the Partial Settlement eliminate all further risk and liability relating to the Released Plaintiffs’ Claims and the Released Defendants’ Claims, and that the Partial Settlement shall be a final and complete resolution of all disputes asserted or which could be or could have been asserted with respect to the Released Plaintiffs’ Claims and the Released

Defendants' Claims, including without limitation any third party claims for contribution and the like in accordance with 10 Del. C. § 6304 and any similar laws or statutes.

15. Plaintiffs, the Director Defendants, and/or Deutsche Bank shall each have the right to withdraw from the Partial Settlement and this Stipulation by providing written notice of their/its election to do so to all other Settling Parties within ten (10) business days after the occurrence of any of the following:

- (a) The Court declines to certify the Class as described in Paragraph 6;
- (b) The Court declines to enter the Scheduling Order substantially in the form attached hereto as Exhibit A;
- (c) The Court declines to enter the Order and Partial Final Judgment substantially in the form attached hereto as Exhibit C, including the Bar Order in substantially the form contemplated by Paragraph 13;
- (d) The Order and Partial Final Judgment is vacated, modified, revised, or reversed in any material respect by any level of appellate court.

Neither a modification nor a reversal on appeal of the amount of fees, costs, and expenses awarded by the Court to Plaintiffs' Counsel shall be deemed a material modification of the Partial Settlement or this Stipulation.

16. Deutsche Bank and/or the Director Defendants shall have the right to withdraw from the Partial Settlement and this Stipulation in the event that Deutsche Bank and/or the Director Defendants, respectively, is/are not dismissed with prejudice from the Consolidated Action 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 this Stipulation by providing written notice of their/its election to do so to all other Settling Parties within ten (10) business days after entry of the order declining to dismiss the terminating party or parties.

17. The (a) Director Defendants (upon the election of a majority of the Director Defendants), and/or (b) Deutsche Bank, respectively, shall have the right (but not the obligation) to withdraw from the Partial Settlement in the event that any claim related to the subject matter of the Consolidated Action or the Merger is commenced or prosecuted against any of (c) the Director Defendants, and/or (d) Deutsche Bank, respectively, in any court prior to Final Approval of the Partial Settlement, and (following a motion by any defendant seeking dismissal or stay of such claims) any such claim is not dismissed with prejudice or stayed in contemplation of dismissal with prejudice following Final Approval. In the event that any such claim is commenced or prosecuted against any of the Remaining Settling Defendants, the Settling Parties shall cooperate and use their best efforts to

secure the dismissal with prejudice thereof (or a stay thereof in contemplation of dismissal with prejudice following Final Approval of the Partial Settlement).

18. In the event (a) either the Director Defendants or Deutsche Bank withdraws from the Partial Settlement, or (b) the Court does not enter the Order and Partial Final Judgment approving the Partial Settlement as between (i) Plaintiffs, the Class, and the Director Defendants, or (ii) as between Plaintiffs, the Class, and Deutsche Bank, the Partial Settlement and this Stipulation as between Plaintiffs, the Class, and the other Remaining Settling Defendant(s) shall remain in full force and effect, excluding only those rights and obligations concerning that or those Remaining Settling Defendant(s) who withdrew or whose settlement was not approved. For the avoidance of doubt, the scope of the Released Plaintiffs' Claims and the Released Defendants' Claims are material terms of this Stipulation.

19. If Plaintiffs, on one hand, and/or both the Director Defendants and Deutsche Bank, on the other hand, withdraw from the Partial Settlement, this Stipulation shall be null and void and of no force and effect and the Settlement Payment, less administration costs actually incurred pursuant to this Stipulation or any further order of the Court, shall be refunded to the Persons making the Settlement Payment within ten (10) business days. In any such event, this Stipulation shall not be deemed to prejudice in any way the respective positions of the Settling Parties with respect to the Consolidated Action or to entitle any

Settling Party to the recovery of costs and expenses incurred in connection with the intended implementation of the Partial Settlement.

20. 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 this 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 this 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 this 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).

X. Attorneys' Fees and Expenses

21. In connection with the Court's consideration of the Partial Settlement, Plaintiffs and their counsel intend to petition the Court for an interim award of attorneys' fees and expenses solely from the Common Fund, which amount shall be wholly inclusive of all fees, expenses, cost disbursements, and expert and consulting fees associated with the creation of the Common Fund (the "Fee and Expense Award"). The Settling Parties agree that no Person shall have any responsibility to contribute to any Fee and Expense Award in connection with the Partial Settlement beyond any amounts that may be awarded to Plaintiffs' counsel from the Common Fund.

22. 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.

23. No fees or expenses shall be paid to Plaintiffs' Counsel from the Common Fund in the absence of the final, non-appealable entry of the Order and Partial Final Judgment, including providing for the releases set forth in Paragraphs 3–5 of this Stipulation.

24. Plaintiffs' Counsel in the Consolidated Action shall be solely responsible for the allocation of any fee paid to Plaintiffs' Counsel in the Consolidated Action. Settling Defendants shall have no responsibility or liability with respect to any Fee and Expense Award allocation among Plaintiffs' Counsel.

25. The application for the Fee and Expense Award will be the sole application by Plaintiffs, Plaintiffs' Counsel, and the Class Members for an award of fees or expenses in the Consolidated Action arising in connection with the Partial Settlement. Neither the Plaintiffs, nor Plaintiffs' Counsel, shall make, or assist any other counsel in making, any application for an award of fees or expenses in any other jurisdiction from the Settling Defendants with respect to the Released Claims.

XI. Stay Pending Final Approval

26. Pending negotiation, execution, and Final Approval of the Partial Settlement by the Court, Plaintiffs agree to stay any claims against the Remaining Settling Defendants in the Consolidated Action and not to initiate any other proceedings bringing claims against the Settling Defendants, other than those incident to the Partial Settlement itself. The Settling Parties agree to use their best efforts to prevent, stay, seek dismissal of, or oppose entry of any interim or final relief in favor of any Class Member in any other litigation against any of the Settling Parties or their affiliates that challenges the Partial Settlement or the Merger, including any transactions contemplated thereby, or that otherwise involves, directly or indirectly, any claim relating to the Merger.

27. The Settling Parties will request the Court to order (in the Scheduling Order) that, pending final determination of whether the Partial Settlement should be approved, Plaintiffs and all Class Members are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any Released Plaintiffs' Claim, either directly, representatively, derivatively, or in any other capacity, against any Released Defendant Party. For the avoidance of doubt, the stay addressed by Paragraph 26 and the bar order addressed by Paragraph 27 will not restrict the ability to conduct discovery as contemplated by Paragraph 31.

28. The Scheduling Order shall provide that if the Non-Settling Defendants seek to bring in the Consolidated Action contribution, indemnification, or other claims arising out of this Consolidated Action against the Remaining Settling Defendants (including, without limitation, claims seeking a determination of the proportionate fault, if any, of the Settling Defendants in the event the Non-Settling Defendants are found liable to Plaintiffs in the Consolidated Action), those claims will be stayed pending Final Approval (or other final disposition) of the Partial Settlement. Moreover, if the Non-Settling Defendants seek to litigate the issue of proportionate fault in the Consolidated Action, separate briefing on the issue of proportionate fault will be held after the Court has ruled on the liability of the Non-Settling Defendants to Plaintiffs.

XII. Stipulation Not an Admission

29. The Settling Defendants deny any and all allegations of wrongdoing, fault, liability, or damage in the Action. Neither this Stipulation nor the fact of or any terms of the Partial Settlement, or any communications relating thereto, is evidence, or a presumption, admission, or concession by any Settling Defendant, any Settling Defendants' Counsel, or any other Released Defendant Party, of any fault, liability, wrongdoing, or damages whatsoever, which are expressly denied and disclaimed by each Settling Defendant. This Stipulation is not a finding or evidence of the validity or invalidity of any claims or defenses in the Consolidated

Action or any wrongdoing by any of the defendants named therein or any damages or injury to any Plaintiff or other Class Member. Neither this Stipulation, nor any of its terms and provisions, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Partial Settlement, nor the fact of the Partial Settlement, nor the Partial Settlement proceedings, nor any statements in connection therewith, shall (a) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury or damages, or of any wrongful conduct, acts, or omissions on the part of any of the Released Defendant Parties, or of any infirmity of any defense, or of any damage to any Plaintiff or any other Class Member, (b) otherwise be used to create or give rise to any inference or presumption against any of the Released Defendant Parties concerning any fact alleged or that could have been alleged, or any claim asserted or that could have been asserted in the Consolidated Action, or of any purported liability, fault, or wrongdoing of the Released Defendant Parties or of any injury or damages to any Person, or (c) be admissible, referred to, interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any Person in the Consolidated Action, or in any other action or proceeding whatsoever, whether civil, criminal, or administrative; provided, however, that the Stipulation and/or

Order and Partial Final Judgment may be introduced in any proceeding, whether in this Court or otherwise, as may be necessary to argue that the Stipulation and/or Order and Partial Final Judgment has res judicata, collateral estoppel, or other issue or claim preclusion effect or to otherwise consummate or enforce the Stipulation, Partial Settlement, and/or Order and Partial Final Judgment or as otherwise required by law. This provision shall remain in force in the event that the Partial Settlement is terminated for any reason whatsoever.

XIII. Documents and Discovery

30. To the extent permitted by law, all agreements made and orders entered during the course of the Consolidated Action relating to the confidentiality of documents or information shall survive this Stipulation.

31. The Settling Defendants agree (a) to preserve documents and electronically stored information related to PLX in their personal possession created on or after January 1, 2012 (“Retained Documents”); (b) to meet and confer in good faith with Plaintiffs and the Non-Settling Defendants regarding the scope of non-privileged Retained Documents to be produced to Plaintiffs and the Non-Settling Defendants, which shall be directly related to the non-settled claims in the Consolidated Action, upon reasonable written notice to the Settling Defendants’ Counsel and at mutually agreeable times, dates, and locations; and (c) to appear for a reasonable number of depositions upon reasonable written notice to

their undersigned counsel and at mutually agreeable times, dates, and locations. Plaintiffs and the Non-Settling Defendants shall provide to the Settling Defendants a copy of all discovery taken in connection with the Consolidated Action, including, without limitation, all (i) produced documents, (ii) transcripts of depositions, and (iii) document requests, interrogatories, and requests for admission and responses thereto.

XIV. Miscellaneous Provisions

A. Choice of Law, Forum, and Waiver of Jury Trial

32. Each of the Settling Parties (a) irrevocably submits to the personal jurisdiction of any state or federal court sitting in Wilmington, Delaware, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, in any suit, action or proceeding arising out of or relating to this Stipulation and/or the Partial Settlement, (b) agrees that all claims in respect of such suit, action or proceeding shall be brought, heard, and determined exclusively in the Court (provided that, in the event that subject matter jurisdiction is unavailable in the Court, then all such claims shall be brought, heard and determined exclusively in any other state or federal court sitting in Wilmington, Delaware), (c) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from such court, (d) agrees not to bring any action or proceeding arising out of or relating to this Stipulation and/or the Partial Settlement in any

other court, and (e) EXPRESSLY WAIVES, AND AGREES NOT TO PLEAD OR TO MAKE ANY CLAIM THAT ANY SUCH ACTION OR PROCEEDING IS SUBJECT (IN WHOLE OR IN PART) TO A JURY TRIAL. Each of the Settling Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding brought in accordance with this Paragraph. Each of the Settling Parties further agrees to waive any bond, surety, or other security that might be required of any other Settling Party with respect to any action or proceeding, including an appeal thereof. Each of the Settling Parties further consents and agrees that process in any suit, action, or proceeding may be served on such Party by certified mail, return receipt requested, addressed to such Party or such Party's registered agent in the state of its incorporation or organization, or in any other manner provided by law, and in the case of Plaintiffs by giving such written notice to both: Randall J. Baron, Esq., Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, and Kent A. Bronson, Esq., Milberg LLP, One Pennsylvania Plaza, 50th Floor, New York, NY 10119.

33. The consummation of the Partial Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain exclusive jurisdiction for the purpose of entering orders providing for an award of

attorneys' fees and expenses to Plaintiffs' Counsel and enforcing the terms of this Stipulation.

B. Modification and Entire Agreement

34. This Stipulation and the Exhibits constitute the entire agreement as between Plaintiffs, on the one hand, and the Settling Defendants and PLX, on the other hand, and, with respect to the subject matter hereof, supersedes all written or oral communications, agreements, or understandings that may have existed between Plaintiffs, on one hand, and the Settling Defendants and PLX, on the other hand, prior to the execution of this Stipulation, and may be modified or amended only by a writing signed by the Settling Parties. No representations, warranties, or inducements whatsoever, whether written or oral, have been made to or relied upon by any party hereto concerning the agreement between Plaintiffs, on the one hand, and the Settling Defendants and PLX, on the other hand, reflected in this Stipulation and its Exhibits, other than the representations, warranties, and covenants expressly set forth in such documents.

35. This Stipulation may not be amended or modified, nor any of its provisions be waived, except by a written instrument signed by counsel for all Settling Parties or their successors-in-interest.

36. Without further order of the Court, Plaintiffs and the Settling Defendants may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

C. **Interpretation of Agreement**

37. All of the Exhibits attached hereto are hereby incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any Exhibit attached hereto, the terms of the Stipulation shall prevail.

38. This Stipulation shall not be construed more strictly against one Settling Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Settling Parties, it being recognized that the Stipulation is the result of arm's-length negotiations among the Settling Parties and all Settling Parties have contributed substantially and materially to the preparation of this Stipulation.

39. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

40. Should any part of this Stipulation be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this

Stipulation should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

D. **Breach and Waiver**

41. The Settling Parties acknowledge and agree that (a) any breach of this Stipulation will result in immediate and irreparable injury for which there is no adequate remedy available at law; and (b) in addition to any other remedies available, specific performance and injunctive relief are appropriate remedies to compel performance of this Stipulation.

42. The waiver by any Settling Party of any breach of this Stipulation by any other Settling Party shall not be deemed a waiver of any other prior or subsequent breach of any provision of this Stipulation by any other Settling Party.

E. **Representations**

43. Each counsel signing this Stipulation represents that such counsel has authority to sign this Stipulation on behalf of his or her clients.

44. Each Plaintiff and its counsel represents and warrants that Plaintiffs are members of the Class and that none of their claims or causes of action asserted in any of the complaints filed in the Consolidated Action, or any claims the Plaintiffs could have alleged in the Consolidated Action, have been assigned, encumbered, or in any manner transferred in whole or in part.

45. Plaintiffs' Counsel warrant that no portion of any Fee and Expense Award shall be paid to Plaintiffs or any Class Member, except as approved by the Court.

F. **Best Efforts**

46. The Settling Parties agree to cooperate fully with one another in seeking the Court's approval of this Stipulation and the Partial Settlement, and to use their best efforts to effect, take, or cause to be taken all actions, and to do, or cause to be done, all things reasonably necessary, proper, or advisable under applicable laws, regulations, and agreements to consummate and make effective, as promptly as practicable, this Stipulation and the Partial Settlement provided for herein.

G. **Successors**

47. This Stipulation, and all rights and powers granted thereby, shall be binding upon and shall inure to the benefit of the Settling Parties and their respective agents, executors, heirs, successors, affiliates, and assigns. The Released Parties who are not signatories hereto shall be third-party beneficiaries under this Stipulation entitled to enforce this Stipulation in accordance with its terms.

H. **Execution**

48. The Settling Parties may execute this Stipulation in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Settling Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or electronic mail is as effective as executing and delivering this Stipulation in the presence of all other Settling Parties.

[Signatures Appear On the Following Pages]

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