

IN THE COURT OF CHANCERY FOR THE STATE OF DELAWARE

IN RE MINDSPEED)
TECHNOLOGIES, INC.) CONSOLIDATED
STOCKHOLDERS LITIGATION) C.A. No. 9076-VCN
)

SCHEDULING ORDER

Plaintiffs Beatrice Pogal, Ronald F. Durand, Mordechai Tassa, Katalin Feuerstein, Victor Hoffman, Dominic A. Vinciguerra (together, the “Plaintiffs”), by Plaintiffs’ Counsel, and defendants Mindspeed Technologies, Inc. (“Mindspeed” or the “Company”), Raouf Y. Halim, Dwight W. Decker, Fared Adib, Robert J. Conrad, Michael T. Hayashi, Ming Louie, Thomas A. Madden, and Jerre L. Stead (the “Individual Defendants”), and M/A-COM Technology Solutions Holdings, Inc., and Micro Merger Sub, Inc. (collectively, “MACOM,” and together with Mindspeed and the Individual Defendants, the “Defendants” and together with Plaintiffs, the “Parties”) having applied pursuant to Court of Chancery Rule 23 for an order approving the proposed settlement of the above-captioned consolidated class action (the “Action”) and determining certain matters in connection with the proposed settlement of the Action (the “Settlement”) and for dismissal of the Action with prejudice, in accordance with the terms and conditions

of the Stipulation and Agreement of Compromise, Settlement and Release entered into by the Parties and dated June 30, 2014 (the “Stipulation”);¹

NOW, upon consent of the Parties, after review and consideration of the Stipulation filed with the Court of Chancery for the State of Delaware (“the Court”) and the Exhibits annexed thereto, and after due deliberation,

IT IS HEREBY ORDERED this 10th day of July, 2014, that:

1. For settlement purposes only, and pending the Settlement Hearing (as defined in the Stipulation), the Action is certified as a non-opt-out class pursuant to Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2), with the class consisting of any and all record and beneficial owners of Mindspeed common stock during the period beginning on November 5, 2013, and ending with the consummation of the Merger on December 18, 2013, including any and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them (the “Class”). Excluded from the Class are Defendants, members of the immediate family of any Defendant, and the legal representatives, heirs, successors or assigns of any such excluded person.

¹ Unless otherwise defined herein, all defined terms shall have the meanings set forth in the Stipulation.

2. The Settlement Hearing shall be held on September 23, 2014, at 2:00 p.m., in the Kent County Courthouse, 38 The Green, Dover, Delaware, 19901 to:

- a. determine whether the Action should be permanently certified, as set forth in Paragraph 1 herein, as a mandatory non-opt-out class action pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2);
- b. determine whether Plaintiffs should be certified as class representatives and Plaintiffs' Counsel certified as class counsel;
- c. determine whether the Settlement should be approved as fair, reasonable, adequate and in the best interests of the Class;
- d. determine whether final Judgment should be entered dismissing the Action with prejudice on the merits and releasing the Settled Claims;
- e. consider Plaintiffs' Counsel's application for an award of attorneys' fees and expenses;
- f. hear and determine any objections to the Settlement or Plaintiffs' Counsel's application for an award of attorneys' fees and expenses; and
- g. rule on such matters as the Court may deem appropriate.

3. The Court reserves the right to adjourn the Settlement Hearing and any adjournment thereof, including the consideration of the application for attorneys' fees, may be held without further notice of any kind other than oral announcement at the Settlement Hearing or any subsequent adjournment thereof.

4. The Court reserves the right to approve the Stipulation and the Settlement, and enter an Order and Final Judgment (with such modification(s) as may be consented to by the signatories to the Stipulation), at or after the Settlement Hearing without further notice to the Class.

5. No less than sixty (60) days before the Settlement Hearing, Mindspeed or its successor entity shall cause a notice of the Settlement Hearing in substantially the form annexed as Exhibit C to the Stipulation (the "Notice") to be mailed to all stockholders of record that are members of the Class at their last known address appearing in the stock transfer records maintained by or on behalf of Mindspeed. All stockholders of record in the Class who were not also the beneficial owners of the shares of Mindspeed common stock held by them of record shall be requested to forward the Notice to such beneficial owners of those shares. Mindspeed or its successor entity shall use reasonable efforts to give notice to such beneficial owners by making additional copies of the Notice available to any record holder who, prior to the Settlement Hearing, requests the same for distribution to beneficial owners.

6. The Court approves the Notice, in form and content, and finds that the mailing and distribution of the Notice substantially in the manner and form set forth in this Scheduling Order meets the requirements of Court of Chancery Rule 23, due process and applicable law, is the best notice practicable under the

circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

7. Counsel for Mindspeed or its successor(s) in interest shall, at least ten (10) business days prior to the Settlement Hearing described herein, file with the Court an appropriate affidavit with respect to the preparation and mailing of the Notice to the Class.

8. All proceedings in the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, are hereby stayed and suspended until further order of the Court. Pending final determination of whether the Settlement should be approved, Plaintiffs, and all members of the Class, are barred and enjoined from commencing or prosecuting any action asserting either directly, representatively, derivatively or in any other capacity, any Released Claims as defined in the Stipulation, excluding the claims asserted in the California Action, which Defendants anticipate moving to dismiss and/or stay and which claims will be barred, in any event, following the entry of the Order and Final Judgment in this Action.

9. Any member of the Class who objects to the Settlement, the Order and Final Judgment to be entered in the Action, and/or Plaintiffs' Counsel's application for attorneys' fees, 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, no person shall be heard and no papers, briefs, pleadings or other document submitted by any person shall be considered by the Court unless not later than fourteen (14) business days prior to the Settlement Hearing such person files with the Court and serves upon counsel listed below: (a) a written notice of intention to appear; (b) a statement of such person's objections to any matters before the Court; and (c) the grounds for such objections and the reasons that such person desires to appear and be heard, documentation evidencing membership in the class as well as all documents or writings such person desires the Court to consider. Such filings shall be served by e-filing, hand delivery or overnight mail upon the following counsel:

Brian D. Long
RIGRODSKY & LONG, P.A.
2 Righter Parkway, Suite 120
Wilmington, Delaware 19803
(302) 295-5310

*Co-Lead and Co-Liaison Counsel for
Plaintiffs*

D. McKinley Measley
MORRIS, NICHOLS, ARSHT
& TUNNELL LLP
1201 North Market Street, 19th Floor
Wilmington, Delaware 19801
(302) 658-9200

*Attorneys for Defendants Mindspeed
Technologies, Inc., Dwight W. Decker,
Fared Adib, Robert J. Conrad, Raouf Y.
Halim, Michael T. Hayashi, Ming Louie,
Thomas A. Madden, and Jerre L. Stead*

Gregory P. Williams
Susan M. Hannigan
RICHARDS, LAYTON & FINGER,
P.A.
One Rodney Square
920 North King Street
Wilmington, DE 19801
(302) 651-7700

*Attorneys for Defendants M/A-COM
Technology Solutions Holdings, Inc., and
Micro Merger Sub, Inc.*

10. Unless the Court otherwise directs, no person shall be entitled to object to the approval of the Settlement, any judgment entered thereon, the adequacy of the representation of the Class by Plaintiffs and Plaintiffs' Counsel, any award of attorneys' fees, or otherwise be heard, except by serving and filing a written objection and supporting papers and documents as described in Paragraph 9. 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 in any other action or proceeding.

11. Plaintiffs shall file and serve their opening brief in support of the Settlement and their application for attorneys' fees and expenses no later than twenty-one (21) business days prior to the Settlement Hearing. Any objections to the Settlement and application for attorneys' fees and expenses shall be filed and served no later than fourteen (14) business days prior to the Settlement Hearing. If

any objections to the Settlement are received or filed, Plaintiffs and/or Defendants may file and serve a brief in response to those objections no later than seven (7) business days prior to the Settlement Hearing.

12. If the Court approves the Settlement provided for in the Stipulation following the Settlement Hearing, an Order and Final Judgment shall be entered substantially in the form attached as Exhibit D to the Stipulation.

13. In the event that: (a) the Court declines, in any material respect, to enter the Order and Final Judgment provided for in the Stipulation and any one of the Parties hereto fails to consent to the entry of another form of order in lieu thereof; (b) the Court disapproves the Settlement proposed in the Stipulation, including any amendments thereto agreed upon by all of the Parties; or (c) the Court approves the Settlement proposed in the Stipulation or any amendment thereto approved by all of the Parties, but such approval is reversed or substantially modified on appeal and such reversal or modification becomes final by a lapse of time or otherwise; then, in any of such events, the Stipulation, the Settlement proposed in the Stipulation (including any amendments thereof), the provisional Class certification herein, any actions taken or to be taken with respect to the Settlement proposed in the Stipulation, and the Order and Final Judgment to be entered shall be of no further force or effect, shall be null and void, and shall be without prejudice to any of the Parties hereto, who shall be

restored in all respects to their respective positions existing prior to the execution of the Memorandum of Understanding (“MOU”), except for the obligation of the Company to pay for any expenses incurred in connection with the Notice and administration provided for by this Scheduling Order. For purposes of this provision, a disallowance, modification, or reversal of the fees and/or expenses sought by Plaintiffs’ Counsel shall not be deemed a disapproval, modification, or reversal of the Settlement or the Order and Final Judgment.

14. Neither the Defendants and their Related Parties nor Defendants’ counsel shall have any responsibility for, or liability with respect to, any application for attorneys’ fees or expenses submitted by Plaintiffs’ Counsel, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

15. The MOU, the Stipulation, the Settlement and any negotiations, statements, or proceedings in connection therewith, shall not be construed or deemed to be evidence of, a presumption, concession, or admission by any of the Released Parties or any other person of any fault, liability, or wrongdoing as to any facts or claims alleged or asserted in the Action or otherwise, or that Plaintiffs or Plaintiffs’ Counsel, the Class, or any present or former stockholders of Mindspeed, or any other person, has suffered any damage attributable in any manner to any Released Party. The MOU, the Stipulation, the Settlement, and any negotiations,

statements, or proceedings in connection therewith, shall not be offered or admitted in evidence or referred to, interpreted, construed, invoked, or otherwise used by any person for any purpose in the Action or otherwise, except as may be necessary to enforce or obtain Court approval of the Settlement. The Released Parties may file the Stipulation and/or the Judgment in any action brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of, without limitation, claim preclusion or issue preclusion or similar defense or counterclaim.

16. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to Class members.

/s/ *John W. Noble*
Vice Chancellor