

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

IN RE LSI CORPORATION ) CONSOLIDATED  
STOCKHOLDERS LITIGATION ) C.A. No. 9175-VCN

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

TO: ALL PERSONS WHO HELD SHARES OF STOCK OF LSI CORPORATION (“LSI” OR THE “COMPANY”) (EXCLUDING DEFENDANTS NAMED IN THE CONSOLIDATED ACTION AND THEIR IMMEDIATE FAMILY MEMBERS, ANY ENTITY CONTROLLED BY ANY OF THE DEFENDANTS, AND ANY SUCCESSORS IN INTEREST THERETO) AT ANY TIME DURING THE PERIOD FROM AND INCLUDING AUGUST 12, 2013 THROUGH THE DATE OF CONSUMMATION OF THE MERGER.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF A LAWSUIT AND CONTAINS IMPORTANT INFORMATION. YOUR RIGHTS WILL BE AFFECTED BY THESE LEGAL PROCEEDINGS IN THIS LITIGATION. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE PROPOSED SETTLEMENT, OR PURSUING THE SETTLED PLAINTIFFS’ CLAIMS (AS DEFINED BELOW) AS AGAINST THE RELEASED DEFENDANT PERSONS (AS DEFINED BELOW).<sup>1</sup>

IF YOU WERE NOT THE BENEFICIAL HOLDER OF COMMON STOCK OF LSI BUT HELD SUCH STOCK FOR A BENEFICIAL HOLDER, PLEASE TRANSMIT THIS DOCUMENT PROMPTLY TO SUCH BENEFICIAL HOLDER.

The purpose of this Notice is to inform you of the pendency of the above-captioned consolidated class action (the “Consolidated Action”) in the Delaware Court of Chancery (the “Court”), of the proposed Settlement (defined below) of the Action, and of a hearing to be held before the Court, in the Delaware Court of Chancery, Kent County Courthouse, 38 The Green, Dover, DE 19901, on June 10, 2014, at 10:00 a.m. (the “Settlement Hearing”). The purpose of the Settlement Hearing is to determine: (a) whether the Court should approve the proposed Settlement; (b) whether the Court should enter an Order and Final Judgment dismissing the claims asserted in the Consolidated Action with prejudice as against Lead Plaintiffs and the Class and effectuating the releases described below; (c) whether the Court should grant the application of Lead Counsel for an award of attorneys’ fees and reimbursement of litigation expenses; (d) how the Court will rule on any objections to the proposed Settlement; and (e) such other matters as may properly come before the Court.

If you are a member of the Class, 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 settlement and have your objection heard at the Settlement Hearing.

**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 PARTIES AND IS SENT FOR THE SOLE PURPOSE OF INFORMING YOU OF THE EXISTENCE OF THIS ACTION AND OF A HEARING ON A PROPOSED SETTLEMENT OF THE ACTION SO THAT YOU MAY MAKE APPROPRIATE DECISIONS AS TO STEPS YOU MAY, OR MAY NOT, WISH TO TAKE IN RELATION TO THIS ACTION.**

**Background and Description of the Action**

The Stipulation and Agreement of Compromise, Settlement and Release (the “Stipulation”), dated April 15, 2014, was entered into between (i) co-lead plaintiffs in the Consolidated Action,<sup>2</sup> the Northern California Pipe Trades Pension Plan and the City of Orlando Police Pension Fund (“Lead Plaintiffs”), on their own behalf and on behalf of the Class; (ii) defendant LSI Corporation (“LSI” or the “Company”) and defendants Charles A. Haggerty, Richard S. Hill, John H.F. Miner, Arun Netravali, Charles C. Pope, Gregorio Reyes, Michael G. Strachan, Abhijit Y. Talwalkar, and Susan Whitney (collectively, the “Individual Defendants” and, together with LSI, the “LSI Defendants”); and (iii) defendants Avago Technologies Limited and Avago Technologies Wireless (U.S.A.) Manufacturing Inc. (collectively, “Avago”) and defendant Leopold Merger Sub, Inc. (“Merger Sub” and together with Avago, the “Avago Defendants”), all by and through their respective attorneys, and is intended by the Parties to fully and finally compromise, resolve, discharge and settle the Settled Plaintiffs’ Claims as against the Released Defendant Persons, subject to the approval of this Court.

<sup>1</sup> All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in the Section below entitled “Definitions” beginning on page 2.

<sup>2</sup> There are seven similar actions currently pending in the Superior Court of the State of California, County of Santa Clara, all challenging the Merger (defined below). In January, 2014, LSI filed motions to stay six of the actions pending the resolution of the more advanced Consolidated Action in Delaware. Thereafter, the California plaintiffs agreed to stay their actions in deference to the Consolidated Action in Delaware, but reserved their rights.

After arm's-length negotiations, on March 7, 2014, the Parties, through their respective counsel, reached a settlement in principle of the Consolidated Action, and set forth that agreement in the Agreement of the Parties in Connection with Settlement (the "Agreement in Connection with Settlement") filed with the Court on March 10, 2014. The Agreement in Connection with Settlement contemplated that the Parties augment that agreement with the Stipulation, which was filed with the Court on April 15 2014;

In connection with settlement discussions and negotiations leading to the proposed Settlement, counsel for the parties in the Consolidated Action did not discuss the appropriateness or amount of any application by counsel for the Lead Plaintiffs for an award of attorneys' fees and expenses until the substantive terms of the Settlement on behalf of and for the benefit of the Class were negotiated at arm's-length and agreed upon.

On April 16, 2014, the Court entered a scheduling order providing for, among other things, the scheduling of the Settlement Hearing; a stay of the Consolidated Action pending a hearing on the proposed Settlement; and an injunction against the commencement or prosecution of any action by any member of the Class asserting any of the claims subject to the Settlement of the Consolidated Action.

## **Definitions**

As used in the Stipulation, this Notice, and all Exhibits attached thereto and made a part thereof, the following capitalized terms shall have the following meanings:

- (a) "Class" means the class certified by the Court on January 17, 2014 pursuant to Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2) without opt-out rights, consisting of all persons who held shares of stock of LSI (excluding defendants named in the Consolidated Action and their immediate family members, any entity controlled by any of the defendants, and any successors in interest thereto) at any time during the Class Period.
- (b) "Class Period" means the period from and including August 12, 2013 through the date of consummation of the Merger.
- (c) "Consolidated Complaint" means the Verified Amended and Consolidated Class Action Complaint filed in the Consolidated Action on January 30, 2014.
- (d) "Court" means the Delaware Court of Chancery.
- (e) "Defendants" means the LSI Defendants and the Avago Defendants.
- (f) "Lead Counsel" means the law firms of Grant & Eisenhofer P.A. and Bernstein Litowitz Berger & Grossmann LLP.
- (g) "Merger" means the proposed acquisition of LSI by Avago contemplated by the Merger Agreement.
- (h) "Merger Agreement" means the Agreement and Plan of Merger dated December 15, 2013 entered into by LSI and the Avago Defendants.
- (i) "Parties" means Defendants and Lead Plaintiffs, on behalf of themselves and the Class.
- (j) "Plaintiffs' Counsel" means Lead Counsel, and all other legal counsel who, at the direction and under the supervision of Lead Counsel, performed services on behalf of the Class in the Consolidated Action.
- (k) "Released Defendant Persons" means (i) Defendants, (ii) any person or entity which is, was or will be related to or affiliated with any or all of the Defendants or in which any or all of the Defendants has, had or will have a controlling interest, and (iii) the respective past, present or future family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employees, fiduciaries, partners, partnerships, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, stockholders, principals, officers, directors, managing directors, members, managing members, managing agents, managers, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, advisors, financial or investment advisors, consultants, bankers, commercial bankers, investment bankers, entities providing any fairness opinion, lenders, attorneys, representatives, personal or legal representatives, accountants, and associates, of each and all of the foregoing.
- (l) "Released Plaintiff Persons" means Lead Plaintiffs and all other members of the Class, (ii) any person or entity which is, was or will be related to or affiliated with any Class member or in which any Class member has, had or will have a controlling interest, and (iii) the respective past, present or future family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employees, fiduciaries, partners,

partnerships, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, stockholders, principals, officers, directors, managing directors, members, managing members, managing agents, managers, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, advisors, financial or investment advisors, consultants, bankers, commercial bankers, investment bankers, entities providing any fairness opinion, lenders, counsel in the Consolidated Action, representatives, personal or legal representatives, accountants, and associates, of each and all of the foregoing;

- (m) "Settled Defendants' Claims" means any claims, demands, rights, actions, potential actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, debts, interest, penalties, sanctions, agreements, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether contingent, fixed or absolute, suspected or unsuspected, disclosed or undisclosed, foreseen or unforeseen, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, including known claims and Unknown Claims (defined in the Section below entitled "Releases"), that have been, could have been, or in the future can or might be asserted in any court, tribunal or proceeding (including but not limited to any claims arising under federal, state, local, regulatory, statutory, foreign or common or other law), that are based upon or arise out of the institution, prosecution or settlement of the claims against Defendants. Settled Defendants' Claims do not include claims to enforce the Stipulation or the Settlement.
- (n) "Settled Plaintiffs' Claims" means, to the fullest extent allowed by law, any claims, demands, rights, actions, potential actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, debts, interest, penalties, sanctions, fees, attorneys' fees, agreements, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether contingent, fixed or absolute, suspected or unsuspected, disclosed or undisclosed, foreseen or unforeseen, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, including known claims and Unknown Claims (defined in the Section below entitled "Releases"), that have been, could have been, or in the future can or might be asserted in any court, tribunal or proceeding (including but not limited to any claims arising under federal, state, local, regulatory, statutory, foreign or common or other law, including the federal securities laws and any state disclosure law), by or on behalf of Lead Plaintiffs or any other member of the Class, which they ever had, now have, or may have had, or otherwise could, can or might assert, whether individual, direct, class, derivative, representative, legal, equitable, or any other type or in any other capacity, that are based upon or arise out of any of the acts, events, facts, matters, transactions, occurrences, statements, misrepresentations, representations, omissions, allegations, facts, practices, claims or any other matters, things or causes whatsoever, or any series thereof, that were, could have been, or can or might be alleged, asserted, set forth, claimed, embraced, involved, or referred to in, or related to, directly or indirectly, the Consolidated Complaint, including, without limitation, any and all claims which are based upon or arise out of, relate in any way to, or involve, directly or indirectly, (i) the Merger, (ii) any deliberations or negotiations in connection with the Merger, including the process of deliberation or negotiation by the LSI Defendants and/or the Avago Defendants and any of their respective officers, directors or advisors, (iii) the consideration received by members of the Class in connection with the Merger, (iv) the Schedule 14A or any other disclosures, SEC filings, public filings, periodic reports, press releases, proxy statements or other statements issued, made available or filed relating, directly or indirectly, to the Merger, including without limitation claims under any and all federal securities laws (including those within the exclusive jurisdiction of the federal courts), (v) the fiduciary obligations of the Defendants in connection with the Merger, or (vi) any of the allegations in any complaint or amendment(s) thereto filed in the Consolidated Action; provided, however, that the Settled Plaintiffs' Claims shall not include: (i) any properly perfected claims for appraisal pursuant to 8 Del. C. § 262 made by LSI stockholders who did not otherwise waive their appraisal rights; or (ii) claims to enforce the Stipulation or the Settlement.
- (o) "Settlement" means the settlement between Lead Plaintiffs and Defendants on the terms and conditions set forth in the Stipulation.

### **Reasons for the Settlement**

Lead Plaintiffs and Lead Counsel have determined to enter into the Settlement because the Settlement provides for the settlement terms listed below. In this regard, the settlement terms included the Parties' agreement about the meaning of certain terms in the Merger Agreement related to alternative bidders submitting serial competing offers for LSI, and LSI's ability to accept such offers. Defendants disclosed these terms in its Definitive Proxy dated March 11, 2014. The LSI Defendants also sent letters to certain bidders on March 10, 2014, which explained that the standstill provisions in the confidentiality agreements previously signed by those bidders had expired pursuant to the terms of those confidentiality agreements. The Avago Defendants further provided additional disclosures about the Merger in a Form 8-K, which was filed with the SEC on March 14, 2014. These disclosures provided additional material information for LSI shareholders to rely upon when determining how to vote on the Merger. On the basis of information available to them, including publicly available information, consultations with independent financial advisors retained by Lead Counsel, and in consideration of

the strengths and weaknesses of their claims, Lead Plaintiffs and Lead Counsel have determined that the Settlement described herein is fair, reasonable, adequate, and in the best interests of Lead Plaintiffs and the Class.

Defendants, each have denied, and continue to deny, that they have committed or aided and abetted the commission of any violation of law or engaged in any of the wrongful acts alleged in the Consolidated Action, and have entered into the Settlement solely to eliminate the burden and expense of further litigation.

### **Settlement Terms**

In consideration for the full settlement and release of all Settled Plaintiffs' Claims as against the Released Defendant Persons and the dismissal with prejudice and without costs (except as otherwise expressly provided in the Stipulation) of the Consolidated Action:

- a) the Parties entered into the Agreement in Connection with Settlement, a copy of which is attached hereto as Exhibit A, describing their understanding of certain terms in the Merger Agreement that were challenged by Lead Plaintiffs;
- b) the LSI Defendants in LSI's Definitive Proxy Statement on Schedule 14A (the "Definitive Proxy"), implemented the terms of the Agreement in Connection with Settlement, concerning certain subject matters raised by Lead Counsel. A copy of relevant excerpts from the Definitive Proxy, which was filed with the SEC on March 11, 2014, is attached hereto as Exhibit B;
- c) the LSI Defendants also sent letters to certain bidders on March 10, 2014, in the form attached hereto as Exhibit C, explaining that standstill provisions in the relevant confidentiality agreements previously signed by those bidders expired per the terms of those confidentiality agreements; and
- d) the Avago Defendants provided additional disclosures in a Form 8-K concerning certain subject areas raised by Lead Counsel, in the form attached hereto as Exhibit D, which was filed with the SEC on March 14, 2014.

### **The Settlement Hearing**

The Settlement Hearing shall be held on June 10, 2014 at 10:00 a.m., in the Delaware Court of Chancery, Kent County Courthouse, 38 The Green, Dover, DE 19901 to: (a) determine whether the Settlement should be approved by the Court as fair, reasonable, adequate and in the best interests of the Class; (b) determine whether an Order and Final Judgment should be entered pursuant to the Stipulation; (c) consider Lead Counsel's application for an award of attorneys' fees and expenses; (d) consider any objections to the proposed Settlement; and (e) rule on such other matters as the Court may deem appropriate.

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

The Court reserves the right to approve the Settlement at or after the Settlement Hearing with such modification(s) as may be consented to by the Parties to the Stipulation and without further notice to the Class.

### **Right To Appear and Object**

Any member of the Class who objects to the Settlement, the Order and Final Judgment to be entered in the Action, and/or Lead Counsel's application for attorneys' fees and expenses, or who otherwise wishes to be heard, may appear in person or by such 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 documents submitted by any person shall be considered by the Court unless not later than May 30, 2014, such person files with the Court and serves upon counsel listed below: (a) a written and signed notice of intention to appear which states the name, address and telephone number of the objector and, if represented, his, her or its counsel; (b) a statement of such person's objections to any matters before the Court; (c) the grounds for such objections and the reasons that such person desires to appear and be heard; (d) documentation evidencing membership in the Class; 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:

*Lead Counsel for Plaintiffs*

Stuart M. Grant  
Cynthia A. Calder  
Justin K. Victor  
GRANT & EISENHOFER P.A.  
123 Justison Street  
Wilmington, Delaware 19801

Mark Lebovitch  
David Wales  
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BERNSTEIN LITOWITZ BERGER  
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1285 Avenue of the Americas  
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*Attorneys for Defendants Charles A. Haggerty, Richard S. Hill, John H.F. Miner, Arun Netravali, Charles C. Pope, Gregorio Reyes, Michael G. Strachan, Abhijit Y. Talwalkar, Susan M. Whitney, and LSI Corporation*

*Attorneys for Defendants Avago Technologies Limited, Avago Technologies Wireless (U.S.A.) Manufacturing, Inc., and Leopold Merger Sub, Inc.*

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and must also be contemporaneously filed with the Register in Chancery, Kent County Courthouse, 38 The Green, Dover, Delaware 19901. Even if such person does not appear at the Settlement Hearing, the Delaware Court will consider such person's written submission if it is served and filed in accordance with the foregoing procedures.

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 Lead Plaintiffs and Lead Counsel, any award of attorneys' fees, or otherwise be heard, except by serving and filing a written objection and supporting papers and documents as prescribed 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. Any member of the Class who does not object to the Settlement or the request by Lead Counsel for an award of attorneys' fees and expenses (described below) or to any other matter stated above need not do anything.

**The Final Order and Judgment**

If the Court determines that the Settlement, as provided for in the Stipulation, is fair, reasonable, adequate and in the best interests of the Class, the parties to the Consolidated Action will ask the Court to enter the Order and Final Judgment (the "Judgment"), which will, among other things:

- a) approve the Settlement as fair, reasonable, adequate and in the best interests of the Class and direct consummation of the Settlement in accordance with its terms and conditions;
- b) determine that the requirements of the rules of the Court and due process have been satisfied in connection with this Notice;
- c) dismiss the Consolidated Action with prejudice and grant the releases more fully described in the Section below entitled "Releases," said dismissal subject only to compliance by the Parties with the terms and conditions of the Stipulation and any order of the Court concerning the Stipulation;
- d) permanently bar and enjoin Lead Plaintiffs and all members of the Class from instituting, commencing or prosecuting any of the Settled Plaintiffs' Claims against any of the Released Defendant Persons; and
- e) award attorneys' fees and expenses to Lead Counsel.

**Releases**

In consideration of the benefits provided by the Settlement, the Court's Judgment shall, among other things, provide for the full and complete dismissal of the Consolidated Action with prejudice and without costs (except as otherwise expressly provided in the Stipulation), and provide for the following releases (the "Releases"):

- a) As of Final Approval (defined in the Stipulation), Lead Plaintiffs and all other members of the Class, on behalf of themselves, and their respective heirs, executors, administrators, estates, predecessors in interest, predecessors, successors in interest, successors and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Settled Plaintiffs' Claim against Defendants and all other Released Defendant Persons, and shall be forever barred and enjoined from commencing, instituting or prosecuting any or all of the Settled Plaintiffs' Claims against any of the Released Defendant Persons;
- b) As of Final Approval, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, estates, predecessors in interest, predecessors, successors in interest, successors and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Settled Defendants' Claim against Lead Plaintiffs and all other Released Plaintiff Persons, and shall be forever barred and enjoined from commencing, instituting or prosecuting any or all of the Settled Defendants' Claims against any of the Released Plaintiff Persons.
- c) Lead Plaintiffs and Defendants acknowledge, and the other members of 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 by them with respect to the Settled Plaintiffs' Claims and/or the Settled Defendants' Claims, but that it is the intention of Lead Plaintiffs and Defendants, and by operation of law the intention of the other members of the Class, to completely, fully, finally and forever compromise, settle, release, discharge, extinguish, and dismiss any and all Settled Plaintiffs' Claims and Settled Defendants' Claims, known or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Lead Plaintiffs and Defendants acknowledge, and the other members of the Class by operation of law shall be deemed to have acknowledged, that "Unknown Claims" (defined below) are expressly included in the definition of "Settled Plaintiffs' Claims" and "Settled Defendants' Claims," and that such inclusion was expressly bargained for and was a key element of the Settlement and was relied upon by each and all of the Lead Plaintiffs and Defendants in entering into the Stipulation. "Unknown Claims" means any claims that any Lead Plaintiff or any other member of the Class does not know or suspect exists in his, her or its favor at the time of the release of the Settled Plaintiffs' Claims as against the Released Defendant Persons, and any claims that any Defendant does not know or suspect exists in his, her or its favor at the time of the release of the Settled Defendants' Claims as against the Released Plaintiff Persons, including without limitation those which, if known, might have affected his, her or its decision to enter into the Settlement. With respect to any of the Settled Plaintiffs' Claims and Settled Defendants' Claims, the Parties stipulate and agree that upon Final Approval of the Settlement, Lead Plaintiffs and Defendants shall expressly waive, and each other member of the Class shall be deemed to have waived, and by operation of the Judgment entered by the Court approving the Settlement 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 of the United States or any state of the United States or territory of the United States, or principle of common law, 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.**

Lead Plaintiffs and Defendants acknowledge, and the other members of the Class shall be deemed by operation of the entry of the Judgment approving the Settlement to have acknowledged, that the foregoing waiver was separately bargained for, is an integral element of the Settlement, and was relied upon by each and all of the Lead Plaintiffs and Defendants in entering into the Settlement.

Pursuant to an Order of the Court, pending final determination of whether the Settlement should be approved, Lead Plaintiffs, and all members of the Class, are barred and enjoined from commencing, prosecuting, instigating or in any way participating in the commencement or prosecution of any action asserting any Settled Plaintiffs' Claim either directly, representatively, derivatively or in any other capacity, against Defendants or any of the Released Defendant Persons.

### **Settlement Terminated or Otherwise Does Not Obtain Final Approval**

The Parties have agreed that the Stipulation shall be null and void and of no force and effect if (i) the Stipulation is terminated pursuant to its terms or is not approved in all material respects by the Court, (ii) the Judgment entered pursuant to the Stipulation is reversed, vacated or modified in any material respect by the Court or any other court; unless counsel for each of the Parties, within ten (10) business days from receipt of such ruling or event, agrees in writing with counsel for the other Parties to proceed with the Stipulation and the Settlement, including only with such modifications, if any, as to which all other Parties in their sole judgment and discretion may agree; or (iii) Final Approval (as defined in the Stipulation) of the Settlement otherwise fails to occur. 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 Judgment or the Stipulation. In any such event, the Stipulation shall not be deemed to prejudice in any way the respective positions of the Parties with respect to the Consolidated Action or to entitle any Party to the recovery of costs and expenses incurred in connection with the intended implementation of the Settlement; provided, however, that LSI or its successor shall be responsible for paying the costs of providing the notice of the Settlement to the Class regardless of whether the Settlement is approved.

In the event that the proposed Settlement is rendered null and void for any reason, (a) all of the Parties to the Stipulation shall be deemed to have reverted to their respective litigation status immediately prior to the execution of the Agreement in Connection with Settlement, and they shall proceed in all respects as if the Stipulation had not been executed and the 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, and (c) the statements made in connection with the negotiations of the Agreement in Connection with Settlement or the Stipulation shall not be deemed to prejudice in any way the positions of the Parties with respect to the Consolidated Action, or to constitute an admission of fact of wrongdoing by any Party, shall not be used or entitle any Party to recover any fees, costs or expenses incurred in connection with the Consolidated Action, and neither the existence of the Agreement in Connection with Settlement or the Stipulation nor their contents nor any statements made in connection with their 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.

### **Application for Attorneys' Fees and Expenses**

Lead Counsel will apply to the Court for a collective award of attorneys' fees to Plaintiffs' Counsel and reimbursement of litigation expenses (the "Fee and Expense Application") based on the benefits provided to the Class from the Settlement and the prosecution of the Action. Lead Counsel's Fee and Expense Application shall seek no more than \$5 million. Defendants reserve the right to oppose the Fee and Expense Application. Defendants acknowledge Plaintiffs' Counsel's right to an award of attorneys' fees and reimbursement of litigation expenses based on the benefits provided to the Class from the Settlement and the prosecution of the Consolidated Action.

Any failure of the Court to approve a request for attorneys' fees and expenses in whole or in part shall not affect the Settlement.

No fees or expenses shall be paid to Lead Counsel pursuant to the Settlement in the absence of the Court's entry of a judgment approving the Settlement, including providing for the Releases set forth in the Stipulation.

Except as provided in the Stipulation, no Released Defendant Persons shall have any obligation to pay or bear any amounts, expenses, costs, damages or fees to, alleged by or for the benefit of Lead Plaintiffs or any other members of the Class, or by their attorneys, experts, advisors, or representatives in connection with this Settlement and the Settled Plaintiffs' Claims, including but not limited to attorneys' fees and expenses for any counsel to any member of the Class, or any costs of notice; provided, however, that LSI and/or its successor(s) in interest shall be responsible for providing notice of the Settlement by mail to the members of the Class and as may otherwise be ordered by the Court, and shall pay all reasonable costs and expenses incurred in providing notice of the Settlement to the members of the Class.

### **Stipulation Not an Admission**

The Parties have agreed that the fact of and provisions contained in the Stipulation (i) shall not be deemed a presumption, concession, or an admission by any of the Defendants of any fault, liability, or wrongdoing as to any facts or claims alleged or asserted in the Consolidated Action, or any other actions or proceedings, (ii) shall not be deemed a presumption, concession, or an admission by any of the Lead Plaintiffs of any fault, liability, or wrongdoing in the Consolidated Action, or any other actions or proceedings, and (iii) shall not be 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, whether civil, criminal, or administrative, except for any litigation or judicial proceeding arising out of or relating to the Stipulation or the Settlement contemplated herein; provided, however, that the Stipulation and/or Judgment

may be introduced in any proceeding, whether in the Court or otherwise, as may be necessary to argue that the Stipulation and/or Judgment has res judicata, collateral estoppel or other issue or claim preclusion effect or to otherwise consummate or enforce the Settlement and/or the Judgment.

**Notice to Persons or Entities That Held Ownership on Behalf of Others**

Brokerage firms, banks and/or other persons or entities who held shares of the common stock of LSI during the period from and including August 12, 2013 and the date of consummation of the Merger, for the benefit of others 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:

LSI Corporation Settlement  
c/o GCG  
PO Box 10063  
Dublin, OH 43017-6663

**Scope of this Notice and Additional Information**

The foregoing description of the Settlement Hearing, the Consolidated Action, the terms of the proposed Settlement and other matters described herein do not purport to be comprehensive. Accordingly, members of the Class 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, Kent County Courthouse, 38 The Green, Dover, DE 19901, during regular business hours of each business day.

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

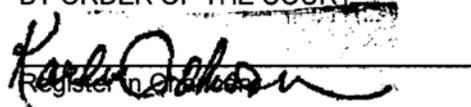
Inquiries or comments about the Settlement, other than requests for additional copies of this Notice, may be directed to the attention of Lead Counsel as follows:

*Lead Counsel for Plaintiffs*

Stuart M. Grant  
Cynthia A. Calder  
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BY ORDER OF THE COURT  
  
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