



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

DELORES JOYCE, on Behalf of  
Herself and All Others Similarly  
Situated,

Plaintiff,

v.

HITTITE MICROWAVE  
CORPORATION, GREGORY R.  
BEECHER, ERNEST L. GODSHALK,  
FRANKLIN WEIGOLD, RICK D.  
HESS, ADRIENNE M. MARKHAM,  
BRIAN P. MCALOON, STEVE  
SANGHI, ANALOG DEVICES, INC.,  
and BBAC CORP.,

Defendants.

C.A. No. 9758-VCP

**ORDER SCHEDULING SETTLEMENT HEARING**

The Parties have made an application, pursuant to Court of Chancery Rule 23, for entry of this Scheduling Order in accordance with a Stipulation of Settlement, dated October 10, 2014 (the “Stipulation”), which (along with the defined terms therein) is incorporated herein by reference and which, together with the Exhibits thereto, sets forth the terms and conditions for the Settlement of the above-captioned action (the “Action”) and for a Final Order and Judgment (among other things, dismissing all claims in the Action asserted by Plaintiff, on her own behalf and on behalf of the Class, with prejudice upon the terms and conditions set

forth therein, and providing for the full and final resolution, dismissal, discharge and settlement of each and every one of the Released Claims against each and every one of the Released Parties); and the Court having read and considered the Stipulation and the Exhibits thereto; and all Parties having consented to the entry of this Scheduling Order:<sup>1</sup>

**IT IS HEREBY ORDERED**, this 28th day of October, 2014, that:

1. For purposes of the Settlement only, and preliminarily for purposes of this Scheduling Order and pending the Settlement Hearing (defined below), the Court preliminarily finds and concludes that: (a) the Class (defined below) is so numerous that joinder of all Class members in the Action is impracticable; (b) there are questions of law and fact common to the Class which predominate over any individual questions; (c) the claims of the Plaintiff are typical of the claims of the Class; (d) the Plaintiff and her counsel have fairly and adequately represented and protected the interests of all of the Class members; and (e) the prosecution of separate actions by members of the Class would create a risk of inconsistent or varying adjudications with respect to individual Class members which would establish incompatible standards of conduct for Defendants; (f) the

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<sup>1</sup> The capitalized terms and words employed herein shall have the same meaning as they have in the Stipulation of Settlement dated October 10, 2014 (certain of which are repeated herein for ease of reference only).

Defendants have allegedly acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

2. The Action is provisionally certified as a class action pursuant to Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2) on behalf of a non-opt out class consisting of (the “Class”):

All holders, either of record or beneficially, of common stock of Hittite Microwave Corporation (excluding Defendants in the Action, their immediate families, any entity in which a Defendant has or had a controlling interest, Defendants’ parent entities and subsidiaries, and any heirs, successors or assigns of such excluded persons) from and including June 9, 2014 through and including July 22, 2014 when the Merger closed, together with their predecessors and successors and assigns, representatives, trustees, executors, administrators, heirs, 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.

If final approval of the Settlement is not granted by the Court, this preliminary certification of the Action as a class action shall be automatically vacated.

3. For purposes of the Settlement only, and preliminarily for purposes of this Scheduling Order, Plaintiff Delores Joyce is provisionally appointed as Class Representative, and Plaintiff’s Counsel, Faruqi & Faruqi, LLP, is appointed as

Class Counsel, pursuant to Delaware Court of Chancery Rule 23. Pursuant to, and in accordance with, Court of Chancery Rule 23, this Court hereby finds that the Class Representative and the Class Counsel adequately represented the members of the Class in connection with the prosecution of the Action and in the Settlement. If final approval of the Settlement is not granted by the Court, the preliminary appointment of Plaintiff as Class representative, and Plaintiff's Counsel as Class Counsel, shall be automatically vacated.

4, A hearing (the "Settlement Hearing") shall be held on February 26, 2015, at 10:00 a.m. in the Court of Chancery in the New Castle County Courthouse, 500 North King Street, Wilmington, Delaware 19801, to: (a) determine whether the provisional class action certification herein should be made final; (b) determine whether the Settlement, on the terms and conditions provided for in the Stipulation, is fair, reasonable, adequate, and in the best interests of Plaintiff and the Class and should be approved by the Court; (c) determine whether the approval of the Class Representative and Class Counsel should be made final; (d) determine whether Plaintiff and Plaintiff's Counsel have adequately represented the Class; (e) determine whether the Court should enter the Final Order and Judgment as provided in the Stipulation, dismissing with prejudice the claims asserted in the Action and releasing the Released Claims against the Released

Parties; (f) hear the application by Plaintiff's Counsel for an award of attorneys' fees and reimbursement of litigation expenses (the "Fee Application"); (g) hear and determine any objections to the Settlement or the Fee Application; and (h) rule on such other matters as the Court may deem appropriate.

5. The Court reserves the right to adjourn the Settlement Hearing or any adjournment thereof, including the hearing on the Fee Application, without further notice of any kind to the Class other than by oral announcement at the Settlement Hearing or any adjournment thereof.

6. 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.

7. Members of the Class shall be bound by all determinations and judgments in this Action.

8. Notice.

(a) The Court approves, in form and content, the Notice of Pendency of Class Action, Stipulation of Settlement, Settlement Hearing, and Right to Appear (the "Notice"), substantially in the form attached to the Stipulation as Exhibit C, which shall be mailed to the members of the Class in the manner set forth herein.

(b) Within ten (10) business days of the date of entry of this Scheduling Order, Hittite Microwave Corporation (“Hittite” or the “Company”) or its successor(s) in interest shall cause a copy of the Notice to be mailed by United States mail, postage pre-paid, to all record holders that are members of the Class at their last-known address appearing in the stock records maintained by or on behalf of the Company. All record holders who are not also the beneficial owners of the shares of the Company’s common stock shall be directed to forward the Notice to the beneficial owners of those shares. The Company or its successor in interest shall use reasonable efforts to give notice to beneficial owners of the Company’s stock by making additional copies of the Notice available to any record holder requesting the same for the purpose of distribution to beneficial owners and by mailing additional copies of the Notice to such Persons as reasonably requested by record holders who provide names and addresses for such beneficial holders.

9. Hittite or its successor(s) in interest shall, at least seven (7) days prior to the date of the Settlement Hearing, file with the Court proof (by affidavit or declaration) of compliance with the notice procedures set forth in Paragraph 8(b) herein.

10. The form and method of notice specified in this Scheduling Order: (a) is the best notice reasonably practicable under the circumstances; (b)

constitutes notice that is reasonably calculated, under the circumstances, to apprise the members of the Class of the pendency of the Action, of the effect of the Settlement (including the nature and scope of the releases contained therein), and of their rights to object to the Settlement and appear at the Settlement Hearing; (c) constitutes due, adequate and sufficient notice to all Persons entitled to receive notice of the Settlement; and (d) satisfies the requirements of the United States Constitution (including the Due Process Clause), Delaware Court of Chancery Rule 23, and all other applicable law and rules.

11. Any member of the Class who objects to the Settlement and/or the Final Order and Judgment to be entered by the Court, and/or the Fee Application, or otherwise wishes to be heard, may appear personally or by counsel at the Settlement Hearing and present any evidence or argument that may be proper and relevant; provided, however, that no member of the Class may be heard and no papers or briefs submitted by or on behalf of any member of the Class shall be received and considered, except by Order of the Court for good cause shown, unless, no later than ten (10) business days prior to the Settlement Hearing, copies of: (a) a written notice of intention to appear, identifying the name, address, and telephone number of the objector and, if represented, their counsel; (b) a written detailed statement of such person's specific objections to any matter before the

Court; (c) proof of membership in the Class, including a listing of all transactions in Hittite common stock during the Class Period; (d) the grounds for such objections and any reasons for such Person's desiring to appear and be heard; and (e) all documents and writings such Person desires the Court to consider, are served by hand or overnight mail upon each of the following counsel:

FARUQI & FARUQI, LLP  
James R. Banko  
20 Montchanin Road, Suite 145  
Wilmington, DE 19807  
302.482.3182 (t)  
302.482.3612 (f)

MORRIS, NICHOLS, ARSHT & TUNNELL LLP  
S. Mark Hurd  
1201 North Market St., 18th Floor  
Wilmington, DE 19801  
302.351.9354 (t)  
302.498.6202 (f)

RICHARDS, LAYTON & FINGER, P.A.  
Raymond J. DiCamillo  
920 North King Street  
Wilmington, Delaware 19801  
302.651.7786 (t)  
302.651.7701 (f)

Such papers must also be filed by that day with the Register in Chancery, Court of Chancery, 500 North King Street, Wilmington, Delaware 19801.



12. Unless the Court otherwise directs, no member of the Class will be entitled to object to the approval of the Settlement, to the Final Order and Judgment to be entered in the Action, or the Fee Application, nor will he, she, or it otherwise be entitled to be heard with respect to any aspect of the Settlement, except by serving and filing a written objection as described above. Any member of the Class who does not make his, her, or its objection in the manner described above shall be deemed to have waived his, her, or its right to object to the Settlement, the entry of the Final Order and Judgment, and/or the Fee Application, and shall forever be barred and foreclosed from objecting to the fairness, reasonableness or adequacy of the Settlement (including the releases and liability protections for the Released Parties contained therein), the entry of the Final Order and Judgment, and/or the Fee Application, or from otherwise being heard with respect to any aspect of the Settlement, in this Action or in any other action or proceeding.

13. Plaintiff's Counsel shall file and serve papers in support of final approval of the Settlement and their Fee Application no later than fifteen (15) calendar days prior to the Settlement Hearing.

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

15. Except as otherwise provided herein, in the event that the Settlement or the Stipulation is terminated, or cannot or does not become effective for any reason: (a) the Settlement and Stipulation shall be of no further force and effect and any provisional rulings taken in connection therewith (including this Order) shall be terminated and shall become null and void and of no further force and effect; (b) the Settlement and Stipulation (as well as the negotiation thereof, and any discussions among counsel for the Parties relating or leading thereto) shall not in any way be deemed to prejudice in any respect the positions of the parties in any of the Action, including the right of Defendants to oppose the certification of the Class or any class in any future proceedings; (c) the fact and terms of the Settlement and Stipulation shall not be used, referred to, or cited in any way in the Action or any other litigation or proceedings other than to enforce them; and (d) all of the Parties to the Stipulation shall be deemed to have reverted to their respective status prior to the execution of the Memorandum of Understanding, and they shall proceed in all respects as if the Memorandum of Understanding and the Stipulation had not been executed and the related orders had not been entered, and in that

event all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice in any way. In the event that the Settlement or the Stipulation is terminated, or cannot or does not become effective for any reason, Plaintiff's Counsel reserve all rights to make their Fee Application based on the benefit that they believe they have achieved for the Class as a result of the litigation, and nothing in this paragraph shall be read to preclude the making by Plaintiff's Counsel of such application. Defendants reserve all rights to oppose any such application.

16. Pending final determination by the Court of whether the Settlement should be approved: (a) all proceedings in this Action (other than those necessary to effectuate the Settlement) are stayed; (b) Defendants' time to answer or otherwise respond to the Complaint is extended indefinitely; and (c) Plaintiff and all members of the Class, and any of them, either directly, representatively, derivatively, or in any other capacity, are barred and enjoined from commencing, prosecuting, instigating or in any way participating in or promoting the commencement or prosecution of any action relating, directly or indirectly, to any Released Claims against any Released Party.

17. This Scheduling Order, the Settlement, the Stipulation, and any and all of their terms (and all negotiations, discussions and proceedings in connection therewith) shall not be deemed a presumption, concession, or an admission by any party to the Action of any fault, liability, or wrongdoing or lack of any fault, liability, or wrongdoing, as to any facts or claims that have been or might be alleged or asserted in the Action, or any other actions or proceedings, and shall not be interpreted, construed, deemed, invoked, offered, received in evidence, or otherwise used by any person in the Action or in any other action or proceeding, whether civil, criminal, or administrative, except in connection with any proceeding to enforce the terms of the Settlement.

18. The Court reserves the right to approve the Stipulation and the Settlement with modifications and without further notice to members of the Class, and retains jurisdiction over the Action to consider all further applications arising out of or connected with the Settlement.

/s/ Donald F. Parsons, Jr.  
Vice Chancellor Donald F. Parsons, Jr.