

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

In re MAXIM INTEGRATED PRODUCTS, INC.,
SECURITIES LITIGATION

CASE NO. C-08-00832-JW

**NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT, FINAL APPROVAL HEARING,
AND MOTION FOR ATTORNEYS' FEES AND REIMBURSEMENT
OF LITIGATION EXPENSES**

*A Federal Court authorized this Notice.
This is not a solicitation from a lawyer.*

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights may be affected by a class action lawsuit pending in this Court (the "Action") if, during the period from April 29, 2003, through January 17, 2008, inclusive, you purchased or otherwise acquired the publicly traded common stock of Maxim Integrated Products, Inc. ("Maxim" or the "Company").

NOTICE OF SETTLEMENT: Please also be advised that the Court-appointed Lead Plaintiffs, the Cobb County Government Employees' Pension Plan, the DeKalb County Pension Plan, and the Mississippi Public Employees Retirement System (collectively, "Lead Plaintiffs"), on behalf of the Class (as defined in ¶1 below), have reached a proposed settlement of the Action for a total of \$173 million in cash that will resolve all claims in the Action (the "Settlement").

This Notice explains important rights you may have, including your possible receipt of cash from the Settlement. Your legal rights will be affected whether or not you act. Please read this Notice carefully and in its entirety!

1. **Description of the Litigation and Class:** This Notice relates to the pendency and proposed settlement of a class action lawsuit against Defendants Maxim; and the Estate of John F. Gifford ("Gifford"), Carl W. Jasper ("Jasper") and Timothy Ruehle ("Ruehle") (collectively, the "Individual Defendants"). Maxim and the Individual Defendants are collectively referred to as the "Defendants." Maxim and Lead Plaintiffs are collectively referred to as the "Settling Parties." The proposed Settlement, if approved by the Court, will settle certain claims of all persons and entities who purchased or otherwise acquired Maxim common stock between April 29, 2003 and January 17, 2008, inclusive (the "Class Period") and who were damaged thereby (the "Class").

2. **Statement of Class' Recovery:** Subject to Court approval and, as described more fully below, Lead Plaintiffs, on behalf of the Class, have agreed to settle all claims related to the purchase or other acquisition of Maxim common stock that were or could have been asserted against Defendants and other Released Parties (as defined in ¶49 below) in the Action in exchange for a settlement payment of \$173 million to be deposited into an interest-bearing escrow account (the "Settlement Fund"). The Net Settlement Fund (the Settlement Fund less taxes, notice and administration costs, and attorneys' fees and certain Litigation Expenses awarded to Lead Counsel) will be distributed in accordance with a plan of allocation (the "Plan of Allocation") that will be approved by the Court and will determine how the Net Settlement Fund shall be allocated to the members of the Class. The proposed Plan of Allocation is included in this Notice, and may be modified by the Court without further notice.

3. **Statement of Average Amount of Damages Per Share:** The Settlement Fund consists of \$173 million plus interest earned. Your recovery will depend on the number of Maxim common stock shares you purchased or otherwise acquired, and the timing of those transactions. It will also depend on the number of valid claim forms that members of the Class submit and the amount of such claims. Assuming that all of the investors who purchased or otherwise acquired Maxim common stock during the Class Period and suffered damages thereby participate in the Settlement, Lead Counsel estimates that the estimated average distribution will be approximately \$0.22 per damaged share of Maxim common stock before the deduction of Court-approved fees and Litigation Expenses as described below and the cost of notice and claims administration. Historically, less than all eligible investors submit claims, resulting in higher average distributions per share.

4. **Statement of the Parties' Position on Damages:** Maxim denies all claims of wrongdoing, that it is liable to Lead Plaintiffs and/or the Class or that Lead Plaintiffs or other members of the Class suffered any injury. Moreover, the parties do not agree on the amount of recoverable damages or on the average amount of damages per share that would be recoverable if Lead Plaintiffs were to prevail on each of their claims. The issues on which the parties disagree include, but are not limited to: (1) whether the statements made or facts allegedly omitted were material, false or misleading, or whether Defendants are otherwise liable under the securities laws for those statements or omissions; (2) the amount by which the prices of Maxim common stock were allegedly inflated (if at all) during the Class Period; and (3) the effect of various market forces influencing the trading prices of Maxim common stock at various times during the Class Period.

5. **Statement of Attorneys' Fees and Expenses Sought:** Lead Counsel will apply to the Court for an award of attorneys' fees from the Settlement Fund in an amount not to exceed 17% of the Settlement Fund net of Court-approved Litigation Expenses, plus interest earned at the same rate and for the same period as earned by the Settlement Fund. In addition, Lead Counsel also will apply for the reimbursement of certain Litigation Expenses paid or incurred in connection with the prosecution and resolution of the Action in an amount not to exceed \$1.5 million plus interest earned at the same rate and for the same period as earned by the Settlement Fund. Litigation Expenses will include reimbursement of the expenses of Lead Plaintiffs in accordance with 15 U.S.C. § 78u-4(a)(4). If the Court approves Lead Counsel's fee and expense application, the average cost per damaged share of common stock will be approximately \$0.04.

6. **Identification of Attorney Representatives:** Lead Plaintiffs and the Class are being represented by Blair A. Nicholas, Esq. of Bernstein Litowitz Berger & Grossmann LLP, and James M. Wilson, Esq. of Chitwood Harley Harnes LLP, the Court-appointed Lead Counsel. Any questions regarding the Settlement should be directed to Mr. Nicholas at Bernstein Litowitz Berger & Grossmann LLP, 12481 High Bluff Drive, Suite 300, San Diego, CA 92130-3582, (888) 924-1888, blairn@blbglaw.com, or Mr. Wilson at Chitwood Harley Harnes LLP, 2300 Promenade II, 1230 Peachtree Street, N.E., Atlanta, GA 30309, (888) 873-3999, JWilson@chitwoodlaw.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
REMAIN A MEMBER OF THE CLASS	This is the only way to receive a payment. If you wish to obtain a payment as a member of the Class, you will need to file a claim form (the "Claim Form"), which is included with this Notice, postmarked no later than November 24, 2010.
EXCLUDE YOURSELF FROM THE CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN SEPTEMBER 3, 2010.	Receive no payment. This is the only option that allows you to ever be part of any other lawsuit against any of Defendants or the other Released Parties concerning the Settled Claims.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN SEPTEMBER 3, 2010.	Write to the Court and explain why you do not like the Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and reimbursement of expenses. You cannot object to the Settlement unless you are a member of the Class and do not validly exclude yourself.
GO TO THE HEARING ON SEPTEMBER 27, 2010, AT 9:00 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN SEPTEMBER 3, 2010.	Ask to speak in Court about the fairness of the Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and reimbursement of expenses.
DO NOTHING	Receive no payment, remain a Class Member, give up your rights and be bound by the Final Order and Judgment entered by the Court if it approves the Settlement, including the Release of the Settled Claims.

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WHY DID I GET THIS NOTICE?

7. This Notice is being sent to you pursuant to an Order of the United States District Court for the Northern District of California (the “Court”) because you or someone in your family may have purchased or otherwise acquired Maxim common stock during the Class Period. The Court has directed us to send you this Notice because, as a potential Class Member, you have a right to know about your options before the Court rules on the proposed settlement of this case. Additionally, you have the right to understand how a class action lawsuit may generally affect your legal rights. If the Court approves the Settlement, a claims administrator selected by Lead Plaintiffs and approved by the Court will make payments pursuant to the Settlement after any objections and appeals are resolved.

8. In a class action lawsuit, the Court selects one or more people, known as class representatives, to sue on behalf of all people with similar claims, commonly known as the class or the class members. In this Action, the Court has appointed the Cobb County Government Employees’ Pension Plan, the DeKalb County Pension Plan, and the Mississippi Public Employees Retirement System as Lead Plaintiffs under a federal law governing lawsuits such as this one, and approved Lead Plaintiffs’ selection of the law firms of Bernstein Litowitz Berger & Grossmann LLP and Chitwood Harley Harnes LLP as lead counsel (collectively “Lead Counsel”) to serve as Lead Counsel in the Action. Lead Plaintiffs are the Class Representatives. A class action is a type of lawsuit in which the claims of a number of individuals are resolved together, thus providing the class members with both consistency and efficiency. Once the class is certified, the Court must resolve all issues on behalf of the class members, except for any persons who choose to exclude themselves from the class. (For more information on excluding yourself from the Class, please read “What If I Do Not Want To Be A Part Of The Settlement? How Do I Exclude Myself?” located below.)

9. The Court in charge of this case is the United States District Court for the Northern District of California, San Jose Division, and the case is known as *In re Maxim Integrated Products, Inc. Securities Litigation*. The Judge presiding over this case is the Honorable James Ware, United States District Judge. The people who are suing are called plaintiffs, and those who are being sued are called defendants. In this case, the three plaintiffs are referred to as the Lead Plaintiffs, on behalf of themselves and the Class, and Defendants are Maxim and the Individual Defendants.

10. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive them. The purpose of this Notice is to inform you of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Class if you wish to do so. It also is being sent to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness and adequacy of the proposed Settlement, the fairness and reasonableness of the proposed Plan of Allocation, and the application by Lead Counsel for attorneys’ fees and reimbursement of expenses (the “Final Approval Hearing”).

11. The Final Approval Hearing will be held on September 27, 2010, at 9:00 a.m., before the Honorable James Ware, at the United States District Court for the Northern District of California, San Jose Division, 280 South 1st Street, Courtroom 8, 4th Floor, San Jose, California to determine:

- whether the Court should grant final certification of the Class solely for purposes of the Settlement;
- whether the proposed Settlement is fair, reasonable, adequate and in the best interests of the Class and should be approved by the Court;
- whether the Settled Claims against Defendants and the other Released Parties should be dismissed with prejudice and fully and finally released by Lead Plaintiffs and the Class as set forth in the Stipulation of Settlement entered into by the Settling Parties on June 18, 2010 (the “Stipulation”);
- whether the proposed Plan of Allocation is fair and reasonable and should be approved by the Court; and
- whether Lead Counsel’s request for an award of attorneys’ fees and reimbursement of certain litigation expenses should be approved by the Court.

12. This Notice does not express any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement, payments to Authorized Claimants (defined below) will be made after any appeals are resolved, and after the completion of all claims processing. Please be patient.

WHAT IS THIS CASE ABOUT? WHAT HAS HAPPENED SO FAR?

13. On February 6, 2008, a putative class action complaint was filed against Maxim, Gifford and Jasper in the United States District Court for the Northern District of California, asserting claims under §§ 10(b) and 20(a) of the Securities Exchange Act of 1934 (the “Exchange Act”) and Rule 10b-5 promulgated thereunder. The complaint alleged, inter alia, that those defendants improperly backdated stock option grants, which caused the Company to file materially false and misleading

financial statements. Pursuant to the Private Securities Litigation Reform Act of 1995 (the “PSLRA”), notice to the public was issued setting forth the deadline by which putative class members could move the Court to be appointed to act as lead plaintiff.

14. Following a hearing, by Order dated May 15, 2008, the Court appointed Lead Plaintiffs as lead plaintiffs and Lead Counsel as lead counsel.

15. On November 14, 2008, Lead Plaintiffs filed the operative complaint in this action, the Consolidated Class Action Complaint (the Complaint”), asserting claims under § 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder against Maxim, Gifford and Jasper and under § 20(a) of the Exchange Act against Gifford, Jasper and Ruehle.

16. On January 21, 2009, Maxim filed a Statement of Fact of Death of Defendant John F. Gifford, and, on April 28, 2009, the Court approved the substitution of the Estate of John F. Gifford (together with Gifford, “Gifford”) as a defendant in the Action.

17. On January 30, 2009, Maxim and Ruehle moved to dismiss the Complaint. Gifford and Jasper joined in Maxim’s motion.

18. On July 16, 2009, the Court granted in part and denied in part Maxim’s motion to dismiss the Complaint, dismissing claims for failure to plead loss causation with respect to alleged “corrective” disclosures prior to January 17, 2008. Also on July 16, 2009, the Court denied Ruehle’s motion to dismiss the Complaint.

19. On August 28, 2009, Defendants filed Answers to the Complaint.

20. On December 11, 2009, Lead Plaintiffs the Cobb County Government Employees’ Pension Plan and the Mississippi Public Employees Retirement System and class member the City of Philadelphia Board of Pensions and Retirement filed a Motion for Class Certification (the “Class Certification Motion”). On March 26, 2010, Maxim filed its opposition to the Class Certification Motion, in which the other Defendants joined.

21. As part of the Class Certification Motion, Lead Plaintiffs retained and offered the opinion of an economics expert who, among other things, conducted an event study examining and supporting the Complaint’s allegations of loss causation. As part of class certification discovery, among other things, Lead Plaintiffs defended the deposition of their expert witness. Lead Plaintiffs also took the deposition of Maxim’s expert witness, who offered a rebuttal opinion on loss causation.

22. On May 3, 2010, after considerable negotiation, the Settling Parties executed a Memorandum of Understanding reflecting an agreement in principle to settle the Action for \$173 million in cash to be paid by Maxim.

23. On July 13, 2010, the Court preliminarily approved the Settlement, preliminarily certified the Class, authorized this Notice to be sent to potential members of the Class, and scheduled the Final Approval Hearing to consider whether to grant final approval to the Settlement.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

24. If you are a member of the Class, you are subject to the Settlement unless you timely request to be excluded. The Class consists of all persons and entities who purchased or otherwise acquired common stock of Maxim during the period between April 29, 2003, and January 17, 2008, inclusive, and who were damaged thereby. Excluded from the Class are Defendants Maxim, Gifford, Jasper and Ruehle; the officers and directors of the Company, at all relevant times; members of the immediate families of any Defendant and/or officer or director and their legal representatives, heirs, successors or assigns and any entity in which Defendants have or had a controlling interest. Also excluded from the Class are any persons who exclude themselves by filing a request for exclusion in accordance with the requirements set forth in this Notice (*see* “What If I Do Not Want To Participate In The Class And The Settlement? How Do I Exclude Myself?” below).

RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE A CLASS MEMBER OR THAT YOU ARE ELIGIBLE TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT, YOU MUST SUBMIT THE ENCLOSED CLAIM FORM POSTMARKED NO LATER THAN NOVEMBER 24, 2010.

WHAT ARE THE SETTLING PARTIES’ REASONS FOR THE SETTLEMENT?

25. Lead Plaintiffs and Lead Counsel believe that the claims asserted against Defendants have merit. Lead Plaintiffs and Lead Counsel recognize, however, the expense and length of continued proceedings necessary to pursue their claims against Defendants through trial and appeals, as well as the difficulties in establishing liability for allegations of fraud. Lead Plaintiffs and Lead Counsel have considered the uncertain outcome and trial and appellate risk in complex lawsuits like this one.

26. In light of the amount of the Settlement and the immediacy of recovery to the Class, Lead Plaintiffs and Lead Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Class. Lead Plaintiffs and Lead Counsel believe that the Settlement provides a substantial benefit now, namely \$173 million (less the various deductions described in this Notice), as compared to the risk that the claims in the Complaint would produce a similar, smaller, or no recovery after summary judgment, trial and appeals, possibly years in the future.

27. Maxim has denied and continues to deny each and all of the claims alleged by Lead Plaintiffs in the Action. Maxim expressly has denied and continues to deny all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Maxim also has denied and continues to deny, among other things, the allegations that Lead Plaintiffs or the Class have suffered any damage, that the price of Maxim common stock was artificially inflated by reasons of alleged misrepresentations, non-disclosures or otherwise, or that Lead Plaintiffs or the Class were harmed by the conduct alleged in the Complaint. Maxim also has taken into account the uncertainty and risks inherent in any litigation, especially in a complex case such as this. Nonetheless, Maxim has concluded that further conduct of the Action would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in the Stipulation. The Settlement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Maxim with respect to any claim or of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that Maxim has or could have asserted. Maxim expressly denies that Lead Plaintiffs have asserted a valid claim and denies any and all allegations of fault, liability, wrongdoing or damages whatsoever.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

28. If there were no Settlement and Lead Plaintiffs failed to establish any essential legal or factual element of its claims, neither Lead Plaintiffs nor the Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses, the Class likely would recover substantially less than the amount provided in the Settlement, or nothing at all.

HOW MUCH WILL MY PAYMENT BE?

I. THE PROPOSED PLAN OF ALLOCATION: GENERAL PROVISIONS

29. The \$173 million total settlement amount, and the interest earned thereon, shall be the Gross Settlement Fund. The Gross Settlement Fund, less all taxes, approved costs, fees and expenses (the “Net Settlement Fund”), shall be distributed based on the acceptable Claim Forms submitted by members of the Class (“Authorized Claimants”). The Net Settlement Fund will be distributed to Authorized Claimants who submit timely Claim Forms under the Plan of Allocation described below, or as otherwise ordered by the Court.

30. Your share of the Net Settlement Fund will depend on the total number of Maxim common stock shares represented by valid Claim Forms that members of the Class submit to the Claims Administrator, and the aggregate amount of those claims relative to the Net Settlement Fund, how many Maxim common shares you held, and when you bought and sold them. A payment to any Authorized Claimant that would amount to less than \$10.00 in total will not be included in the calculation of the Net Settlement Fund, and no payment to these members of the Class will be made.

31. For purposes of determining the amount an Authorized Claimant may recover under the Plan of Allocation, Lead Counsel conferred with a damages consultant, and the Plan of Allocation reflects an assessment of the damages that the damages consultant estimates members of the Class suffered as a result of the conduct alleged in the Complaint.

32. Maxim has denied and continues to deny, among other things, the characterization that Lead Plaintiffs or the Class have suffered any damages.

33. The Plan of Allocation, subject to Court approval or modification without further notice, is as follows:

- (a) To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant’s loss, as defined below (“Recognized Loss”). If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total Recognized Loss of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant’s Recognized Loss bears to the total of the Recognized Losses of all Authorized Claimants (“pro rata share”). Payment in this manner shall be deemed conclusive against all Authorized Claimants.

- (b) The Claims Administrator shall determine each Authorized Claimant's pro rata share of the Net Settlement Fund based on the per share calculations below multiplied by the number of shares purchased or otherwise acquired by Class Members ("Recognized Loss Formula").
- (c) The Recognized Loss Formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants.
- (d) To calculate the Recognized Loss, Class Period sales must be matched against purchases during the Class Period. To do so, sales of Maxim common stock will be first matched with any pre-Class Period holdings and then matched with purchases during the Class Period in chronological order ("FIFO Matching"). Sales matched to pre-Class Period purchases shall have no loss or gain for the purpose of calculating Recognized Loss. Any person or entity that sold Maxim common stock "short" shall have no Recognized Loss with respect to such purchase during the Class Period to cover said short sale, and such purchases must be identified as short sales or purchases to cover short sales in Claimants Proof of Claim forms.
- (e) The price per share, purchased or sold, shall be exclusive of all commissions, taxes and fees. The purchase or sale date of any Maxim stock is the trade date, not the settlement date.
- (f) If the Authorized Claimant had a market gain from the total of all transactions in Maxim common stock during the Class Period, then the value of the Recognized Claim will be zero. Such gain or loss will be calculated as the matched purchases minus the matched sales, plus the purchase price of shares held on January 17, 2008, less \$18.82.

34. For shares of Maxim common stock purchased or otherwise acquired on or after April 29, 2003 through and including May 19, 2006, and:

- (a) Sold on or before May 19, 2006, the Recognized Loss per share is \$0;
- (b) Sold on or after May 22, 2006, but before the close of trading on January 16, 2008, the Recognized Loss per share is the lesser of: (i) the purchase price minus the sale price; or (ii) the Alleged Artificial Inflation at purchase shown on Table A minus the Alleged Artificial Inflation at sale shown on Table A;
- (c) Still held as of the close of business on January 16, 2008, the Recognized Loss per share is the lesser of: (i) the purchase price minus \$18.82; or (ii) Alleged Artificial Inflation at purchase as shown on Table A. To clarify, this subsection (c) applies to shares sold after the end of the Class Period, or not sold at all.

35. For shares of Maxim common stock purchased or otherwise acquired on or after May 22, 2006 through and including September 7, 2006, and:

- (a) Sold on or before September 7, 2006, the Recognized Loss per share is \$0;
- (b) Sold on or after September 8, 2006 but before the close of business on January 16, 2008, the Recognized Loss per share is the lesser of: (i) the purchase price minus the sale price; or the (ii) Alleged Artificial Inflation at purchase as shown on Table A minus the Alleged Artificial Inflation at sale as shown on Table A;
- (c) Still held as of the close of business on January 16, 2008, the Recognized Loss per share is the lesser of: (i) the purchase price minus \$18.82; and (ii) the Alleged Artificial Inflation at purchase as shown on Table A. To clarify, this subsection (c) applies to shares sold after the end of the Class Period, or not sold at all.

36. For shares of Maxim common stock purchased or otherwise acquired on or after September 8, 2006 through and including August 27, 2007, and

- (a) Sold on or before August 27, 2007, the Recognized Loss per share is \$0;
- (b) Sold on or after August 28, 2007 but before the close of business on January 16, 2008, the Recognized Loss per share is the lesser of: (i) the purchase price minus the sale price; or the (ii) Alleged Artificial Inflation at purchase as shown on Table A minus the Alleged Artificial Inflation at sale as shown on Table A;
- (c) Still held as of the close of business on January 16, 2008, the Recognized Loss per share is the lesser of: (i) the purchase price minus \$18.82; and (ii) the Alleged Artificial Inflation at purchase as shown on Table A. To clarify, this subsection (c) applies to shares sold after the end of the Class Period, or not sold at all.

37. For shares of Maxim common stock purchased or otherwise acquired on or after August 28, 2007 through and including September 28, 2007, and

- (a) Sold on or before September 28, 2007, the Recognized Loss per share is \$0;
- (b) Sold on or after October 1, 2007 but before the close of business on January 16, 2008, the Recognized Loss per share is the lesser of: (i) the purchase price minus the sale price; or the (ii) Alleged Artificial Inflation at purchase as shown on Table A minus the Alleged Artificial Inflation at sale as shown on Table A;
- (c) Still held as of the close of business on January 16, 2008, the Recognized Loss per share is the lesser of: (i) the purchase price minus \$18.82; and (ii) the Alleged Artificial Inflation at purchase as shown on Table A. To clarify, this subsection (c) applies to shares sold after the end of the Class Period, or not sold at all.

38. For shares of Maxim common stock purchased or otherwise acquired on or after October 1, 2007 through and including January 16, 2008, and

- (a) Sold on or before January 16, 2008, the Recognized Loss per share is \$0;
- (b) Still held as of the close of business on January 16, 2008, the Recognized Loss per share is the lesser of: (i) the purchase price minus \$18.82; and (ii) the Alleged Artificial Inflation at purchase as shown on Table A. To clarify, this subsection (b) applies to shares sold after the end of the Class Period, or not sold at all.

39. The Recognized Loss for common stock is based on the per share amounts of alleged artificial inflation present in Maxim stock price set forth in Table A attached hereto, and the Recognized Loss as calculated below, and the calculation of Recognized Loss will net an Authorized Claimant's gains against losses for each FIFO matched purchase and sale. A purchase or sale of Maxim common stock shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date.

40. If the Authorized Claimant had a gain from the total of all transactions in the Recognized Loss calculation as set forth above, then the value of the Recognized Claim will be zero.

II. DISTRIBUTION OF THE NET SETTLEMENT FUND

41. The "Recognized Loss" will be used for calculating the relative amount of participation by Authorized Claimants in the Net Settlement Fund and does not reflect the actual amount an Authorized Claimant can expect to recover from the Net Settlement Fund. The combined Recognized Losses of all Authorized Claimants may be greater than the Net Settlement Fund. In such event, subject to the \$10.00 minimum payment requirement discussed above, each Authorized Claimant shall receive his, her or its *pro rata* share of the Net Settlement Fund, which shall be his, her or its Recognized Loss divided by the total of all Recognized Losses to be paid, multiplied by the total amount in the Net Settlement Fund.

42. Although short sales will have no Recognized Loss under the Plan of Allocation, any Recognized Gain attributable to such short sales will be used to offset Recognized Losses from other transactions. Furthermore, market gains or losses attributable to short sales will be calculated as part of the market gain or loss calculation.

43. Payment pursuant to the Plan of Allocation shall be conclusive against all Authorized Claimants. No Person shall have any claim against Lead Counsel, Lead Plaintiffs, the Claims Administrator, Defendants and their Related Parties (defined below), or any Person designated by Lead Counsel based on distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further order(s) of the Court. All members of the Class who fail to timely submit a Claim Form within such period, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments pursuant to the Settlement, but will in all other respects be subject to and bound by the terms of the Settlement, including the Release of the Settled Claims.

44. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any member of the Class.

45. The Plan of Allocation set forth herein is the plan that is being proposed by Lead Plaintiffs and Lead Counsel to the Court for approval. The Court may approve this plan as proposed or it may modify it without further notice to the Class.

WHAT RIGHTS AM I GIVING UP BY AGREEING TO THE SETTLEMENT?

46. If the Settlement is approved, the Court will enter a judgment (the "Judgment"). The Judgment will dismiss with prejudice the claims asserted against Defendants in the Action and will provide that Lead Plaintiffs and all other members of the Class shall be deemed to have – and by operation of the Judgment shall have – fully and finally released, relinquished, waived, discharged and dismissed each and every Settled Claim (as defined in ¶48 below), including Unknown Claims (as defined in ¶47 below), against the Released Parties (as defined in ¶49 below), and shall forever be enjoined from prosecuting any or all Settled Claims against any Released Party.

47. “Unknown Claims” means any and all Settled Claims that any Lead Plaintiff and/or member of the Class does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, and any Released Parties’ Claims (as defined in ¶52 below) that the Company, its agents or attorneys, or its current or former officers, directors or employees (other than Gifford, Jasper and Ruehle) does not know or suspect to exist in his, her or its favor, which if known by him, her or it might have affected his, her or its settlement with and release of the Released Parties (or Lead Plaintiffs, as appropriate), or might have affected his, her or its decision not to object to this Settlement or not exclude himself, herself or itself from the Class. With respect to any and all Settled Claims and Released Parties’ Claims, the parties stipulate and agree that, upon the Effective Date (as defined in the Stipulation), Lead Plaintiffs and the Company, its agents or attorneys, and its current or former officers, directors or employees (other than Gifford, Jasper and Ruehle) shall expressly waive, and each member of the Class shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by Cal. Civ. Code § 1542, and any law of any state or territory of the United States, or principle of common law, or the law of any foreign jurisdiction, that 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 members of the Class may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Settled Claims, but each Lead Plaintiff shall expressly – and each member of the Class, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have – fully, finally and forever settled and released any and all Settled Claims, known or Unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiffs and Maxim acknowledge, and Class Members by law and operation of the Judgment shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Settled Claims and Released Parties’ Claims was separately bargained for and was a material element of the Settlement.

48. “Settled Claims” means any and all claims, rights, causes of action, liabilities or any other matters, whether known or Unknown, foreseen or unforeseen, whether arising under federal, state, common or foreign law, that (a) Lead Plaintiffs or any other member of the Class asserted in the Action or could have asserted in any forum, that arise out of, are based upon or relate in any way to the allegations, transactions, facts, matters or occurrences, disclosures, representations or omissions involved, set forth or referred to in the Action or (b) relate in any way to any violation of state, federal or any foreign jurisdiction’s securities or other laws, any misstatement, omission or disclosure (including in financial statements), any breach of duty, any negligence or fraud, or any other alleged wrongdoing or misconduct by the Released Parties relating in any way to the purchase or other acquisition of shares of Maxim common stock by members of the Class during the Class Period. Notwithstanding the foregoing, “Settled Claims” does not include claims relating to the enforcement of the Settlement or claims belonging to Maxim against the Individual Defendants, including, but not limited to, claims belonging to Maxim against the Individual Defendants for contribution.

49. “Released Parties” means Maxim and the Individual Defendants, and their Related Parties.

50. “Related Parties” means as to Maxim and the Individual Defendants, their respective past or present heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliates, employers, employees, agents, insurers, reinsurers, directors, managing directors, officers, partners, principals, members, managing members, attorneys, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons or entities.

51. The Judgment also will provide that Defendants and each of the other Released Parties (other than Gifford, Jasper and Ruehle), on behalf of themselves, their heirs, executors, administrators, predecessors, successors and assigns shall be deemed by operation of law to have fully, finally, and forever released, waived, discharged and dismissed each and every of the Released Parties’ Claims (as defined in ¶52 below), and shall forever be enjoined from prosecuting any or all of the Released Parties’ Claims, against Lead Plaintiffs, their officers, directors, employees, agents and attorneys, and all other Class Members.

52. “Released Parties’ Claims” means any and all claims, rights, causes of action, liabilities or any other matters, whether known or Unknown, foreseen or unforeseen, whether arising under federal, state, common or foreign law, that have been or could have been asserted in the Action or any forum by Maxim, its agents or attorneys, or its current or former officers, directors or employees (other than Gifford, Jasper and Ruehle) against Lead Plaintiffs, the members of the Class or their attorneys, which arise out of or relate in any way to the institution, prosecution or settlement of the Action (except for claims to enforce the Settlement).

WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING?
HOW WILL THE LAWYERS BE PAID?

53. Lead Counsel has not received any payment for its services in pursuing claims against Defendants on behalf of the Class, nor has Lead Counsel been reimbursed for its out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel intends to apply to the Court for an award of attorneys' fees from the Settlement Fund in an amount not to exceed 17% of the Settlement Fund net of Court-approved Litigation Expenses, plus interest at the same rate and for the same time period as earned by the Settlement Fund. At the same time, Lead Counsel also intends to apply for the reimbursement of certain Litigation Expenses in an amount not to exceed \$1.5 million plus interest at the same rate and for the same time period as earned by the Settlement Fund. Litigation Expenses will include reimbursement of the expenses of Lead Plaintiffs in accordance with 15 U.S.C. § 78u-4(a)(4). The sums approved by the Court will be paid from the Settlement Fund. Members of the Class are not personally liable for the payment of these sums.

54. Maxim takes no position on the request by Lead Counsel for attorneys' fees and reimbursement of Litigation Expenses or on the allocation of attorneys' fees and expenses among counsel representing the Class.

HOW DO I PARTICIPATE IN THE SETTLEMENT?
WHAT DO I NEED TO DO?

55. If you purchased or otherwise acquired Maxim common stock between April 29, 2003, and January 17, 2008, inclusive, and were damaged thereby, and you are not excluded by the definition of the Class and you do not elect to exclude yourself from the Class, then you are a member of the Class and you will be bound by the proposed Settlement if the Court approves it, and by any judgment or determination of the Court affecting the Class. If you are a member of the Class, you must submit a Claim Form and supporting documentation to establish your entitlement to share in the Settlement. A Claim Form is included with this Notice, or you may go to the website maintained by the Claims Administrator for the Settlement to request that a Claim Form be mailed to you. The website is www.MaximSecuritiesSettlement.com. You may also request a Claim Form by calling toll-free (800) 951-2103. Copies of the Claim Form can also be downloaded from Lead Counsel's websites at www.blbglaw.com or www.chitwoodlaw.com. Those who exclude themselves from the Class, and those who do not submit timely and valid Claim Forms with adequate supporting documentation, will not be eligible to share in the Settlement. Please retain all records of your ownership of, or transactions in Maxim common stock, as they may be needed to document your claim.

56. As a Class Member, you are represented by Lead Plaintiffs and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her notice of appearance on the attorneys listed in the section entitled, "When and Where Will the Court Decide Whether to Approve the Settlement?" below.

57. If you do not wish to remain a Class Member, you may exclude yourself from the Class by following the instructions in the section entitled, "What If I Do Not Want To Be A Part Of The Class And The Settlement? How Do I Exclude Myself?" below.

58. If you wish to object to the Settlement or any of its terms, the proposed Plan of Allocation, or Lead Counsel's application for attorneys' fees and reimbursement of litigation expenses, and if you do not exclude yourself from the Class, you may present your objections by following the instructions in the section entitled, "When and Where Will the Court Decide Whether to Approve the Settlement?" below.

WHAT IF I DO NOT WANT TO BE A PART OF THE SETTLEMENT? HOW DO I EXCLUDE MYSELF?

59. Each Class Member will be bound by all determinations and judgments in this lawsuit, including those concerning the Settlement, whether favorable or unfavorable, unless such person or entity mails, by first-class mail (or its equivalent outside the United States), or otherwise delivers a written Request for Exclusion from the Class, addressed to In re Maxim Integrated Products, Inc. Securities Litigation, c/o The Garden City Group, Inc., P.O. Box 9492, Dublin, OH 43017-4592. The exclusion request must be *received* no later than September 3, 2010. You will not be able to exclude yourself from the Class after that date. Each Request for Exclusion must (i) state the name and address of the person or entity requesting exclusion; (ii) state that such person or entity requests exclusion from the Class in *In re Maxim Integrated Products, Inc. Securities Litigation*, CV 08-00832-JW; (iii) be signed by the person or entity requesting exclusion; (iv) provide a telephone number for that person or entity; and (v) provide the date(s), price(s) and number(s) of shares of all purchases, acquisitions and sales of Maxim common stock during the Class Period. Requests for exclusion will not be valid if they are not received within the time stated above, unless the Court otherwise determines. Keep a copy of everything you mail, in case something is lost during shipping or processing.

60. If you do not want to be part of the Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration or other proceeding concerning any of the Settled Claims.

61. If a person or entity requests to be excluded from the Class, that person or entity will not receive any benefit provided for in the Settlement.

62. If members of the Class who purchased or otherwise acquired more than a certain number of shares of Maxim common stock during the Class Period choose to exclude themselves from the Class, as set forth in a separate supplemental agreement between Lead Plaintiffs and Maxim (the "Supplemental Agreement"), Maxim shall have, in its sole and absolute discretion, the option to terminate the Settlement in accordance with the procedures set forth in the Supplemental Agreement.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?
DO I HAVE TO COME TO THE HEARING?
MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?

63. If you do not wish to object in person to the proposed Settlement, the proposed Plan of Allocation, and/or the application for attorneys' fees and reimbursement of litigation expenses, you do not need to attend the Final Approval Hearing. You can object to or participate in the Settlement without attending the Final Approval Hearing.

64. The Final Approval Hearing will be held on September 27, 2010, at 9:00 a.m. before the Honorable James Ware, at the United States District Court for the Northern District of California, San Jose Division, 280 South 1st Street, Courtroom 8, 4th Floor, San Jose, California. The Court reserves the right to approve the Settlement, the Plan of Allocation or the request for attorneys' fees and reimbursement of litigation expenses at or after the Final Approval Hearing without further notice to the members of the Class.

65. Any member of the Class who does not request exclusion from the Class in the manner set forth in ¶59 above may object to the Settlement, the Plan of Allocation, or Lead Counsel's request for an award of attorneys' fees and reimbursement of Litigation Expenses. Objections or oppositions must be in writing. You must file any written objection or opposition, together with copies of all other papers (including proof of all purchases or other acquisitions of Maxim common stock during the Class Period) and briefs, with the Clerk's Office at the United States District Court for the Northern District of California, San Jose Division, at the address set forth below on or before September 3, 2010. You must also serve the papers on Lead Counsel for the Class and counsel for Maxim at the addresses set forth below so that the papers are *received* on or before September 3, 2010.

Clerk's Office

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF
CALIFORNIA, SAN JOSE DIVISION
Clerk of the Court
280 South 1st Street
San Jose, California 95113

Lead Counsel for the Class

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CHITWOOD HARLEY HARNES LLP
Martin D. Chitwood
James M. Wilson, Jr.
2300 Promenade II
1230 Peachtree Street, N.E.
Atlanta, Georgia 30309

66. The filing must demonstrate your membership in the Class, including the number of shares of Maxim common stock purchased or otherwise acquired or sold during the Class Period and the price(s) paid and received. You may not object to the Settlement or any aspect of it if you are not a member of the Class or if you excluded yourself from the Class.

67. You may file a written objection without having to appear at the Final Approval Hearing. Any objection must include: (a) your full name, address and phone number; (b) a list of all of your transactions in Maxim common stock during the Class Period, including brokerage confirmation receipts or other competent documentary evidence of such transactions; (c) a written statement of all grounds for the objection accompanied by any legal support for the objection; (d) copies of any papers, briefs or other documents upon which the objection is based; (e) a list of all persons who will be called to testify in support of the objection; (f) a statement of whether you intend to appear at the Final Approval Hearing; (g) a list of other cases in which

you or your counsel have appeared either as settlement objectors or as counsel for objectors in the preceding five years; and (h) your signature, even if represented by counsel. If you intend to appear at the Final Approval Hearing through counsel, the objection must also state the identity of all attorneys who will appear on your behalf at the Final Approval Hearing. Any member of the Class who does not make his, her or its objection in the manner provided for herein shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the Settlement as reflected in the Stipulation, to the Plan of Allocation or to the application by Lead Counsel for an award of attorneys' fees and reimbursement of Litigation Expenses. You may not appear at the Final Approval Hearing to present your objection, however, unless you first filed and served a written objection in accordance with the procedures described above, unless the Court orders otherwise.

68. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, or Lead Counsel's request for an award of attorneys' fees and reimbursement of Litigation Expenses, and if you have filed and served a timely written objection as described above, you also must notify the above counsel on or before September 3, 2010 concerning your intention to appear. Persons who intend to object and desire to present evidence at the Final Approval Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing.

69. If you object to the Settlement, the Plan of Allocation and/or Lead Counsel's request for an award of attorneys' fees and reimbursement of Litigation Expenses, or otherwise request to be heard at the Final Approval Hearing in the manner stated above, you are submitting to the jurisdiction of the Court with respect to the subject matter of the Settlement, including, but not limited to, the Release of the Settled Claims contained in the Final Order and Judgment. If the Court overrules your objection and approves the Settlement or the part of the Settlement to which you have objected, you only will share in the Settlement Fund if you file a Claim Form in the manner stated in ¶55 above and the Claims Administrator approves your claim.

70. You are not required to hire an attorney to represent you in making written objections or in appearing at the Final Approval Hearing. If you decide to hire an attorney, which will be at your own expense, however, he or she must file a notice of appearance with the Court and serve it on Lead Counsel so that the notice is received on or before September 3, 2010.

71. The Final Approval Hearing may be adjourned by the Court without further written notice to the Class. If you intend to attend the Final Approval Hearing, you should confirm the date and time with Lead Counsel.

UNLESS THE COURT ORDERS OTHERWISE, ANY CLASS MEMBER WHO DOES NOT OBJECT IN THE MANNER DESCRIBED ABOVE WILL BE DEEMED TO HAVE WAIVED ANY OBJECTION AND SHALL BE FOREVER FORECLOSED FROM MAKING ANY OBJECTION TO THE PROPOSED SETTLEMENT, THE PROPOSED PLAN OF ALLOCATION, OR LEAD COUNSEL'S REQUEST FOR AN AWARD OF ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES. CLASS MEMBERS DO NOT NEED TO APPEAR AT THE HEARING OR TAKE ANY OTHER ACTION TO INDICATE THEIR APPROVAL.

WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?

72. If you purchased or otherwise acquired Maxim common stock during the Class Period for the beneficial interest of a person or organization other than yourself, you must either (i) send a copy of this Notice to the beneficial owner of such Maxim common stock, postmarked no later than fourteen (14) days after you receive this Notice, or (ii) provide the names and addresses of such persons no later than fourteen (14) days after you receive this Notice to In re Maxim Integrated Products, Inc. Securities Litigation, c/o The Garden City Group, Inc., P.O. Box 9492, Dublin, OH 43017-4592. If you choose the second option, the Claims Administrator will send a copy of the Notice to the beneficial owner. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice may also be obtained by calling toll-free (800) 951-2103, may be downloaded from the settlement website, www.MaximSecuritiesSettlement.com or from Lead Counsel's websites, www.blbglaw.com or www.chitwoodlaw.com.

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

73. This Notice contains only a summary of the terms of the proposed Settlement. More detailed information about the matters involved in the Action is available at www.MaximSecuritiesSettlement.com, including, among other documents, copies of the Stipulation, the Claim Form and the Complaint.

74. All inquiries concerning this Notice or the Claim Form should be directed to:

In re Maxim Integrated Products, Inc.
Securities Litigation
Claims Administrator
c/o The Garden City Group, Inc.
P.O. Box 9492
Dublin, OH 43017-4592

Claims Administrator

Blair A. Nicholas, Esq.
BERNSTEIN LITOWITZ BERGER
& GROSSMANN LLP
12481 High Bluff Drive, Suite 300
San Diego, California 92130-3582
(888) 924-1888
blbg@blbglaw.com

James M. Wilson, Jr., Esq.
CHITWOOD HARLEY HARNES LLP
2300 Promenade II
1230 Peachtree Street, N.E.
Atlanta, Georgia 30309

Lead Counsel

**DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE
CLERK OF COURT REGARDING THIS NOTICE.**

Dated: July 13, 2010

By Order of the Clerk of Court
United States District Court
for the Northern District of California

Table A

Date Range		Artificial Inflation
04/29/03 to	05/19/06	\$1.50
05/22/06 to	09/07/06	\$0.75
09/08/06 to	09/27/06	\$0.00
09/28/06 to	12/19/06	\$0.41
12/20/06 to	01/31/07	\$1.70
02/01/07 to	04/17/07	\$2.73
04/18/07 to	08/27/07	\$4.12
08/28/07 to	09/28/07	\$3.09
10/01/07 to	12/03/07	\$1.71
12/04/07 to	01/16/08	\$2.44
1/17/2008	and after...	\$0.00