

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

ST. LUCIE COUNTY FIRE DISTRICT)
FIREFIGHTERS' PENSION TRUST FUND,)
TOWN OF NORTH BRANFORD PENSION)
COMMITTEE, on Behalf of Themselves and)
All Others Similarly Situated,)

Plaintiffs,)

vs.)

MOTOROLA, INC., EDWARD J. ZANDER,)
THOMAS MEREDITH and GREGORY Q.)
BROWN,)

Defendants.)

No. 1:10-cv-00427

Honorable Virginia M. Kendall

NOTICE OF PENDENCY AND
PROPOSED SETTLEMENT OF CLASS
ACTION

EXHIBIT A-1

TO: ALL PERSONS WHO PURCHASED THE COMMON STOCK OF MOTOROLA, INC. (“MOTOROLA”) DURING THE TIME PERIOD OF OCTOBER 25, 2007 THROUGH JANUARY 22, 2008, INCLUSIVE (THE “CLASS PERIOD”)

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS ACTION. PLEASE NOTE THAT IF YOU ARE A CLASS MEMBER, YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE. TO CLAIM YOUR SHARE OF THIS FUND, YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE _____, 2011.

This Notice has been sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Northern District of Illinois, Eastern Division (the “Court”). The purpose of this Notice is to inform you of the proposed Settlement of this class action litigation and of the hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement. The Settlement resolves the Settlement Class’s claims against Motorola, Edward J. Zander, Gregory Q. Brown, and Thomas Meredith (collectively, “Defendants”). This Notice describes the rights you may have in connection with the Settlement and what steps you may take in relation to the Settlement and this class action litigation.

The proposed Settlement creates a fund in the amount of \$3,150,000 in cash and will include interest that accrues on the fund prior to distribution. Defendants will also contribute up to \$200,000 towards the cost of administering the Settlement. Based on Lead Counsel’s estimate of the number of shares entitled to participate in the Settlement and the anticipated number of claims to be submitted by Class Members, the average distribution per share to Class Members who purchased Motorola common stock during the Class Period would be 0.48 cents, before deduction of Court-approved fees and expenses. Your actual recovery from this fund will depend on a number of variables, including the number of claimants, the number Motorola shares they purchased, the

number of Motorola shares you purchased, the expense of administering the claims process, Court-approved legal fees and expenses, and the timing of your purchases and sales, if any (see the Plan of Distribution below for a more detailed description of how the settlement proceeds will be allocated among Class Members).

Plaintiffs and Defendants do not agree on liability or on the average amount of damages per share that would be recoverable if Plaintiffs had prevailed on each claim asserted. The issues on which the parties disagree include: (1) whether the statements made or facts allegedly omitted were false, material, or otherwise actionable under the federal securities laws; (2) whether any of the allegedly false or misleading statements were made knowingly or unknowingly; (3) the extent to which the various matters that Plaintiffs alleged were materially false or misleadingly influenced (if at all) the trading price of Motorola common stock at various times during the Class Period; (4) the extent to which external factors, such as general market conditions, influenced the trading price of Motorola common stock at various times during the Class Period; (5) the appropriate economic model for determining the amount by which Motorola common stock was allegedly artificially inflated (if at all) during the Class Period; and (6) the extent to which Class Members were damaged (if at all).

Plaintiffs believe that the proposed Settlement is a good recovery in light of the procedural posture of the case, and is in the best interests of the Settlement Class. The Action was dismissed with prejudice by the Court in response to Defendants' motion to dismiss, and Plaintiffs timely filed a notice of appeal with the United States Court of Appeals for the Seventh Circuit (the "Appeal"). Defendants were prepared to vigorously defend this case on appeal, and even if Plaintiffs were to prevail before the Seventh Circuit and the dismissal was reversed, they still would face the expense and length of continued proceedings necessary to prosecute the Action against the Defendants

through trial and through an additional appeal to the Seventh Circuit. Thus, there were significant risks associated with continuing to litigate, with the very real possibility that the Settlement Class could receive nothing. In addition, the amount of damages recoverable by the Settlement Class was and is challenged by Defendants. Recoverable damages in this case are limited to losses caused by conduct actionable under applicable law and, had the Action gone to trial, Defendants intended to assert that all of the losses of Class Members were caused by non-actionable market, industry, or general economic factors. Defendants would also assert that throughout the Class Period, the uncertainties and risks associated with Motorola's business and financial condition were fully and adequately disclosed.

Plaintiffs' Counsel have not received any payment for their services in conducting this Action on behalf of Plaintiffs and the members of the Settlement Class, nor have they been reimbursed for their out-of-pocket expenditures. If the Settlement is approved by the Court, Plaintiffs' Counsel will apply to the Court for attorneys' fees not to exceed 30 percent of the settlement proceeds plus expenses not to exceed \$125,000, both to be paid from the Settlement Fund. Application will also be made to the Court for reimbursement from the Settlement Fund of Plaintiffs' reasonable costs and expenses (including lost wages) directly relating to their representation of the Class in this Action. The amount of Plaintiffs' reimbursement request will not exceed \$2,000. If the amount requested by Plaintiffs and Plaintiffs' Counsel is approved by the Court, the average cost per share for Class Members would be approximately 0.16 cents, making the estimated recovery after fees and expenses 0.32 cents per share.

This Notice is not an expression of any opinion by the Court about the merits of any of the claims or defenses asserted by any party in this Action or the fairness or adequacy of the proposed Settlement.

For further information regarding this Settlement you may contact: Mike Burnett, Scott+Scott LLP, 156 South Main Street, P.O. Box 192, Colchester, CT 06415, Telephone: 800/404-7770. Please do not call any representative of the Defendants or the Court.

I. NOTICE OF HEARING ON PROPOSED SETTLEMENT

A settlement hearing (the “Settlement Hearing”) will be held on _____, 2011, at ___:___ .m., before the Honorable Virginia M. Kendall, United States District Judge, in Courtroom 2319 of the United States District Court for the Northern District of Illinois, Eastern Division, 219 South Dearborn Street, Chicago, Illinois 60604. The purpose of the Settlement Hearing will be to determine whether: (1) the Settlement consisting of \$3,150,000 in cash plus accrued interest on the Settlement Fund, in conjunction with the up to \$200,000 Defendants are contributing towards the cost of administering the Settlement, should be approved as fair, reasonable, and adequate to the Settlement Class; (2) the proposed plan to distribute the settlement proceeds (the “Plan of Distribution”) is fair, reasonable, and adequate; (3) the application by Lead Counsel for an award of attorneys’ fees and expenses should be approved; (4) Plaintiffs should be reimbursed for their reasonable costs and expenses (including lost wages) directly related to their representation of the Class in this Action; and (5) the Action should be dismissed with prejudice. The Court may adjourn or continue the Settlement Hearing without further notice to the Settlement Class.

II. DEFINITIONS USED IN THIS NOTICE

1. “Motorola” means Motorola, Inc. and its assigns and successors, including, but not limited to, Motorola Solutions, Inc. and Motorola Mobility, Inc.

2. “Authorized Claimant” means any member of the Settlement Class who submits a timely and valid Proof of Claim and Release form and whose claim for recovery has been allowed pursuant to the terms of the Stipulation.

3. “Claims Administrator” means Garden City Group, Inc.

4. “Settlement Class” means all purchasers of Motorola common stock during the Class Period. Excluded from the Settlement Class are: (i) Persons otherwise meeting the definition of the Settlement Class who submit valid and timely requests for exclusion from the Settlement Class; and (ii) Defendants, the officers and directors of Motorola during the Class Period, members of their immediate families, and their representatives, heirs, successors or assigns.

5. “Class Member” means a Person who falls within the definition of the Settlement Class as set forth in ¶ II.4 of this Notice.

6. “Class Period” means the period of October 25, 2007 through January 22, 2008, inclusive.

7. “Lead Counsel” means Scott+Scott LLP, David R. Scott, Beth Kaswan, Geoffrey Johnson, 500 Fifth Avenue, 40th Floor, New York, NY 10110.

8. “Defendants” means Motorola, Edward J. Zander, Gregory Q. Brown, and Thomas Meredith.

9. “Effective Date” means the first date by which all of the events and conditions specified in ¶ 7.1 of the Stipulation have been met and have occurred.

10. “Escrow Agent” means Scott+Scott LLP or its successors.

11. “Final” means when the last of the following with respect to the Judgment approving the Settlement, in the form of Exhibit B attached hereto, shall occur: (i) the expiration of the time to file a motion to alter or amend the Judgment under Federal Rule of Civil Procedure 59(e) has passed without any such motion having been filed; (ii) the expiration of the time in which to appeal the Judgment has passed without any appeal having been taken; (iii) if a motion to alter or amend is filed or if an appeal is taken, the determination of that motion or appeal in such a manner as to permit the consummation of the Settlement, in accordance with the terms and conditions of this Stipulation; and

(iv) the parties have jointly moved the Seventh Circuit for dismissal of the currently pending Appeal of the dismissal of the Second Amended Complaint for Violations of the Federal Securities Laws pursuant to Rule 42 of the Federal Rules of Appellate Procedure (which motion shall be filed no later than fourteen days after the occurrence of the last of the events set forth in ¶ II.11(i)-(iii) above), and the Seventh Circuit has dismissed the Appeal. For purposes of this paragraph, an “appeal” shall include any petition for a writ of certiorari or other writ that may be filed in connection with approval or disapproval of this Settlement, but shall not include any appeal which concerns only the issue of attorneys’ fees and expenses or any Plan of Distribution of the Settlement Fund.

12. “Judgment” means the judgment and order of dismissal with prejudice to be rendered by the Court upon approval of the Settlement, in the form attached to the Settlement Agreement as Exhibit B.

13. “Lead Plaintiff” means St. Lucie County Fire District Firefighters’ Pension Trust Fund.

14. “Person” means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and his, her or its spouses, heirs, predecessors, successors, representatives, or assignees.

15. “Plaintiffs’ Counsel” means any counsel who appeared on behalf of any plaintiff in the Action.

16. “Plan of Distribution,” as further defined in §VII of this Notice, means a plan or formula of allocation of the Net Settlement Fund, whereby the Settlement Fund shall be distributed to Authorized Claimants after payment of expenses of notice and administration of the Settlement, Taxes and Tax Expenses, and such attorneys’ fees, costs, expenses, and interest and other expenses

as may be awarded by the Court. Any Plan of Distribution is not part of the Stipulation and the Released Persons shall have no responsibility or liability with respect thereto.

17. “Released Claims” means all claims, whether known or unknown (including, but not limited to, “Unknown Claims”), that were asserted or could have been asserted in this Action by Lead Plaintiff or members of the Settlement Class against the Released Persons under federal or state law, including without limitation, all claims based upon, arising out of, or relating to, in any way, (i) the claims or facts and circumstances alleged in the Second Amended Complaint for Violations of the Federal Securities Laws or asserted in this Action; and (ii) the purchase of Motorola common stock during the Class Period by Class Members, and excluding claims to enforce the Settlement.

18. “Released Persons” means each and all of the Defendants and each and all of their present or former parents, subsidiaries, affiliates (as defined in 17 C.F.R. § 210.1-02(b)), successors, and assigns, and each and all of the present or former officers, directors, employees, employers, attorneys, financial advisors, commercial bank lenders, insurers, investment bankers, representatives, general and limited partners and partnerships, heirs, executors, administrators, successors, affiliates, and assigns of each of them.

19. “Settlement Fund” means Three Million One Hundred and Fifty Thousand Dollars (\$3,150,000) to be paid by means of wire transfer, check(s) or money order(s) to the Escrow Agent pursuant to ¶ 2.1 of the Stipulation, together with all interest and income earned thereon.

20. “Settling Parties” means, collectively, (i) the Defendants, and (ii) the Plaintiffs on behalf of themselves and the Class Members.

21. “Unknown Claims” means any Released Claims which the Plaintiffs or any Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its settlement

with and release of the Released Persons, or might have affected his, her or its decision not to object to this Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Plaintiffs shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived to the fullest extent permitted by law the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Plaintiffs shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542. The Plaintiffs and Class Members 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 Released Claims (including Unknown Claims), but the Plaintiffs shall expressly, and each Class Member, 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 Released 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 that is negligent, grossly 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. The Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that

the foregoing waiver was bargained for separately and is a key element of the Settlement of which this release is a part.

22. "Plaintiffs" means, collectively, Lead Plaintiff St. Lucie County Fire District Firefighters' Pension Trust Fund and named plaintiff Town of North Branford Pension Committee.

III. THE LITIGATION

On January 21, 2010, this case was filed in the United States District Court for the Northern District of Illinois as a putative securities class action on behalf of all Persons who purchased the common stock of Motorola during the period of October 25, 2007 through January 22, 2008, inclusive. On July 7, 2008, the Court entered a Minute Order appointing St. Lucie County Fire District Firefighters' Pension Fund as Lead Plaintiff, and approving Lead Plaintiff's selection of Scott+Scott LLP as Lead Counsel and Freed & Weiss LLC as Liaison Counsel.

Lead Plaintiff filed an Amended Class Action Complaint for Violations of Federal Securities Laws (the "CAC") on June 11, 2010. The CAC alleged violations of §10(b) of the Securities Exchange Act of 1934 (the "Exchange Act"), Rule 10b-5 promulgated thereunder, and §20(a) of the Exchange Act. The CAC also added the Town of North Branford Pension Committee as a named plaintiff. Defendants moved to dismiss the CAC, which motion was opposed by Plaintiffs.

On December 3, 2010, prior to the Court deciding the Motion to Dismiss, the parties stipulated that Plaintiffs could file a Second Amended Complaint for Violations of the Federal Securities Laws ("SAC"). The SAC, which was filed that same day, contained additional factual allegations, but no new causes of action. Defendants moved to dismiss the SAC, and Plaintiffs opposed the motion. On February 28, 2011, the Court issued an Order granting the motion to dismiss with prejudice.

Plaintiffs timely filed their Notice of Appeal on March 25, 2011, and jurisdiction was transferred to the Seventh Circuit. After a mediation session conducted in accordance with the Seventh Circuit's Settlement Conference Program, the parties reached an agreement to settle this lawsuit on a class basis. The parties subsequently moved the Seventh Circuit for a limited remand in order to give this Court the opportunity to review the Settlement and hold a fairness hearing pursuant to Federal Rule of Civil Procedure 23(e). On May 4, 2011, the Seventh Circuit granted the parties' motion for limited remand, stating: "[t]his court shall retain jurisdiction of this matter, but REMANDS this case to the district court for the limited purpose of conducting class action settlement approval proceedings." (Emphasis in the original).

On June 17, 2011, the Settling Parties executed the Settlement Agreement, which is subject to the approval of the Court.

IV. CLAIMS OF THE PLAINTIFFS AND BENEFITS OF SETTLEMENT

This securities fraud class action was brought on behalf of those Persons who purchased the common stock of Motorola between October 25, 2007 and January 22, 2008, inclusive, against Motorola and three of its current and/or former key executives and directors for allegedly issuing false and misleading public statements during the Class Period. These statements concerned Motorola's purported, then-present business fundamentals, and prospects, including: (i) the buildup of excess inventory at the Company's mobile device customers (including carriers, retailers and distributors) that Defendants allegedly knew was not selling during the 2007 holiday sales period; (ii) the resulting significant decline in orders being placed for Motorola's mobile device products by its customers during 4Q 07 for deliver in 1Q 08; (iii) its margin deterioration for its higher costs of semi-conductors, or "chips"; (iv) that Motorola remained on track to achieve \$0.12-\$0.14 earnings on continuing operations in 4Q 07 as being promised; (v) that Motorola remained on track to achieve "bottom-line" improvement, or improved operating income, in its Mobile Devices division during

the 4Q 07, as being promised; and (vi) that each of Motorola's business segments, including Mobile Devices, would be "profitable" in FY 08. According to Plaintiffs, Defendants' allegedly false statements and material omissions artificially inflated the market price of Motorola's stock during the Class Period. When the true state of affairs was revealed, Motorola's stock price dropped, resulting in significant losses to those shareholders who had purchased Motorola common stock while it was allegedly artificially inflated.

Plaintiffs and Lead Counsel believe that the claims asserted in the Action have merit and that the evidence developed to date supports the claims. However, Plaintiffs and Lead Counsel recognize and acknowledge that the case has been dismissed by the Court and that even if they were to prevail before the Seventh Circuit and the dismissal was reversed, they still would face the expense and length of continued proceedings necessary to prosecute the Action against the Defendants through trial and through an additional appeal to the Seventh Circuit. Plaintiffs and Lead Counsel have also taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as the Action, as well as the risks posed by the difficulties and delays inherent in such litigation. Plaintiffs and Lead Counsel also are mindful of the defenses to the securities law violations alleged in the Action, as well as the current procedural posture of the case. Plaintiffs and Lead Counsel believe that the Settlement set forth in the Stipulation confers substantial benefits upon the Settlement Class. Based on their evaluation, Plaintiffs and Lead Counsel have determined that the Settlement set forth in the Stipulation is in the best interests of the Settlement Class.

V. THE DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

The Defendants have denied and continue to deny each and all of the claims and contentions alleged in the Action. The Defendants have expressly denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. The Defendants have also denied and

continue to deny, *inter alia*, the allegations that Defendants' public statements were deficient in any respect; that the Plaintiffs or the Settlement Class have suffered damage; and that the price of Motorola common stock was artificially inflated by reason of alleged misrepresentations, non-disclosures or otherwise. Nonetheless, the Defendants have determined that it is desirable and beneficial to them that they avoid the expense of further litigation and that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation.

VI. TERMS OF THE PROPOSED SETTLEMENT

The amount of \$3,150,000 has been transferred to an interest-bearing escrow account under the control of the Escrow Agent. This principal amount of \$3,150,000 in cash, plus any accrued interest, shall constitute the Settlement Fund. Defendants are also contributing up to \$200,000 towards the cost of administering the Settlement. Administrative costs include identifying Class Members, providing notice to the Settlement Class, processing submitted claims, and distributing the Settlement pursuant to the terms of the Notice Order. If these administrative expenses exceed \$200,000, a portion of the Settlement Fund will be used to pay these expenses. In addition, as explained below, a portion of the Settlement Fund may be awarded by the Court to Plaintiffs' Counsel as attorneys' fees and for expenses incurred in litigating the case. The balance of the Settlement Fund (the "Net Settlement Fund") will be distributed according to the Plan of Distribution described below to Class Members who submit valid and timely Proofs of Claim.

VII. PLAN OF DISTRIBUTION

The Net Settlement Fund will be distributed to Class Members who submit valid, timely Proofs of Claim and Release forms ("Authorized Claimants") under the Plan of Distribution described below. The Plan of Distribution provides that you will be eligible to participate in the distribution of the Net Settlement Fund only if you have a net loss on all transactions in Motorola common stock during the Class Period.

For purposes of determining the amount an Authorized Claimant may recover under the Plan of Distribution, Plaintiffs' Counsel have consulted with their damage consultant. The Plan of Distribution reflects an assessment of the damages that could have been recovered as well as Plaintiffs' counsels' assessment of the likelihood of establishing liability for various periods of the Settlement Class.

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 claim, as defined below. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total claim of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's claim bears to the total of the claims of all Authorized Claimants. Payment in this manner shall be deemed conclusive against all Authorized Claimants.

The total of all profits shall be subtracted from the total of all losses from transactions in Motorola common stock during the Class Period to determine if a Class Member has a claim. Only if a Class Member had a net loss, after all profits from transactions in Motorola common stock during the Class Period are subtracted from all losses, will such Class Member be eligible to receive a distribution from the Net Settlement Fund.

The Class Period for purchases of Motorola common shares shall extend from October 25, 2007 through January 22, 2008. The estimated number of common shares purchased and held during the Class Period is 657 million. The number of shares purchased between December 6, 2007 and January 22, 2008 and held until January 23, 2008 is 413.5 million. Given the gross settlement amount of \$3.15 million and allocation of damages to common shares, shares purchased during the

Class Period shall recover on average 0.48 cents per share in gross damages and shares purchased between December 6, 2007 and January 22, 2008 shall recover on average 0.76 cents per share.

Calculation of Recognized Loss Claims for Motorola common shares shall be as follows:

For shares purchased on or between October 25, 2007 through January 22, 2008, the following claims for damages shall be allowed:

- a. For each share purchased during the Class Period and sold before January 23, 2008, the allowed damages shall be zero;
- b. For each share purchased on or after October 25, 2007 and on or before December 5, 2007 and then sold or held on or after January 23, 2008 or still held, the allowed damages shall be \$0.00.
- c. For each share purchased on or after December 6, 2007 and on or before January 22, 2008 and then sold on or after January 23, 2008 or still held, the allowed damages shall be \$1.20.

For all purposes the transaction date and not the settlement date shall be used as the date for determining inflation per share and eligibility to file a claim for damages. The date of purchase or sale is the “transaction” date, as distinguished from the “settlement” date. The determination of the price paid per share and the price received per security shall be exclusive of all commissions, taxes, fees, and charges.

All purchases and sales of Motorola common shares shall be accounted for and matched using the first-in, first-out (“FIFO”) method of accounting. Under the FIFO method, sales of shares during the Class Period will be matched, in chronological order, first against shares held at the beginning of the Class Period. The remaining sales of shares during the Class Period will then be matched, in chronological order, against shares purchased during the Class Period.

Payments Less Than \$10

A payment to any Class Member 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 Class Members will be distributed.

Defendants had no role in creating the Plan of Distribution, take no position with respect to the Plan of Distribution, and have no responsibility or liability with respect thereto.

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

VIII. ORDER CERTIFYING A CLASS FOR PURPOSES OF SETTLEMENT

On _____, 2011, the Court certified a class for purposes of settlement only. The Settlement Class is defined above.

IX. PARTICIPATION IN THE SETTLEMENT CLASS

If you fall within the definition of the Settlement Class, you are a Class Member unless you elect to be excluded from the Settlement Class pursuant to this Notice. If you do not request to be excluded from the Settlement Class, you will be bound by any judgment entered with respect to the settlement in the Action against Defendants whether or not you file a Proof of Claim.

If you are a Class Member, you need do nothing (other than timely file a Proof of Claim if you wish to participate in the distribution of the Net Settlement Fund). Your interests will be represented by Lead Counsel. If you choose, you may enter an appearance individually or through your own counsel at your own expense.

TO PARTICIPATE IN THE DISTRIBUTION OF THE NET SETTLEMENT FUND, YOU MUST TIMELY COMPLETE AND RETURN THE PROOF OF CLAIM THAT ACCOMPANIES THIS NOTICE. The Proof of Claim must be postmarked on or before _____, 2011, and delivered to the Claims Administrator at the address below. Unless the Court orders otherwise, if you do not timely submit a valid Proof of Claim, you will be barred from receiving any payments

from the Net Settlement Fund, but will in all other respects be bound by the provisions of the Settlement Agreement and the Order and Final Judgment.

X. EXCLUSION FROM THE SETTLEMENT CLASS

You may request to be excluded from the Settlement Class. To do so, you must mail a written request stating that you wish to be excluded from the Settlement Class to:

Motorola Securities Litigation
c/o GCG, Inc.
P.O. Box 9793
Dublin, Ohio 43017-5693

The request for exclusion must state: (1) your name, address, and telephone number; and (2) all purchases and sales of Motorola common stock during the Class Period, including the dates of each purchase or sale, and the number of shares purchased or sold. YOUR EXCLUSION REQUEST MUST BE POSTMARKED ON OR BEFORE _____, 2011. If you submit a valid and timely request for exclusion, you shall have no rights under the Settlement, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Settlement Agreement or the Judgment.

XI. DISMISSAL AND RELEASES

If the proposed Settlement is approved, the Court will enter a final Judgment. The Judgment will dismiss the Released Claims (including Unknown Claims) with prejudice as to all Defendants. The Judgment will also provide that all Class Members who have not previously validly and timely requested to be excluded from the Settlement Class shall be deemed to have released and forever discharged all Released Claims (to the extent members of the Settlement Class have such claims, including Unknown Claims) against all Released Persons.

XII. STATEMENT OF ATTORNEYS' FEES AND EXPENSES SOUGHT

At the Settlement Hearing, Plaintiffs' Counsel will request the Court to award attorneys' fees not to exceed 30 percent of the Settlement Fund, plus expenses, not to exceed \$125,000, which were advanced in connection with the Action, plus interest thereon. Class Members are not personally liable for any such fees, expenses, or compensation.

To date, Plaintiffs' Counsel have not received any payment for their services in conducting this Action on behalf of Plaintiffs and the members of the Settlement Class, nor have counsel been reimbursed for their out-of-pocket expenses. The fee requested by Plaintiffs' Counsel would compensate counsel for their efforts in achieving the Settlement Fund for the benefit of the Settlement Class, and for their risk in undertaking this representation on a contingency basis. The fee requested is within the range of fees awarded to plaintiffs' counsel under similar circumstances in litigation of this type.

Application will also be made to the Court for reimbursement from the Settlement Fund of Plaintiffs' reasonable costs and expenses (including lost wages) directly relating to its representation of the Class in this Action. The amount of Plaintiffs' reimbursement request will not exceed \$2,000.

XIII. CONDITIONS FOR SETTLEMENT

The Settlement is conditioned upon the occurrence of certain events described in the Settlement Agreement. Those events include, among other things: (1) entry of the Judgment by the Court, as provided for in the Settlement Agreement; and (2) expiration of the time to appeal from or alter or amend the Judgment. If, for any reason, any one of the conditions described in the Settlement Agreement is not met, the Settlement Agreement might be terminated and, if terminated, will become null and void, and the Parties to the Settlement Agreement will be restored to their respective positions as of April 28, 2011.

XIV. THE RIGHT TO BE HEARD AT THE HEARING

Any Class Member who has not validly and timely requested to be excluded from the Settlement Class, and who objects to any aspect of the Settlement, the Plan of Allocation, or the application for attorneys' fees and expenses may appear and be heard at the Settlement Hearing. Any such Person must submit and serve a written notice of objection, to be received on or before _____, 2011, by each of the following:

Clerk of the Court
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION
219 South Dearborn Street
Chicago, Illinois 60604

Beth Kaswan
Geoffrey Johnson
SCOTT+SCOTT LLP
500 Fifth Avenue, 40th Floor
New York, NY 10110

Counsel for Plaintiffs

Robert J. Kopecky
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, Illinois 60654

Counsel for Defendants

The notice of objection must demonstrate the objecting Person's membership in the Settlement Class, including the number of shares of Motorola common stock purchased and sold during the Class Period and the dates of any such purchase(s) and sale(s), and contain a statement of the reasons for objection. Only Class Members who have submitted written notices of objection in this manner will be entitled to be heard at the Settlement Hearing, unless the Court orders otherwise.

XV. SPECIAL NOTICE TO NOMINEES

If you hold or held any Motorola common stock during the Class Period as nominee for a beneficial owner, then, within ten (10) calendar days after you receive this Notice, you must either:

- (1) send a copy of this Notice and the Proof of Claim by First-Class Mail to all such Persons; or
- (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

Motorola Securities Litigation
c/o GCG, Inc.
P.O. Box 9793
Dublin, Ohio 43017-5693

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for, or advancement of, reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and Proof of Claim and which would not have been incurred but for the obligation to forward the Notice and Proof of Claim, upon submission of appropriate documentation to the Claims Administrator.

XVI. EXAMINATION OF PAPERS

This Notice is a summary and does not describe all of the details of the Settlement Agreement. For full details of the matters discussed in this Notice, you may review the Settlement Agreement filed with the Court, which may be inspected during business hours, at the office of the Clerk of the Court, United States District Court for the Northern District of Illinois, Eastern Division, 219 South Dearborn Street, Chicago, Illinois 60604.

If you have any questions about the Settlement of the Action, you may contact a representative of Lead Counsel: Mike Burnett, Scott+Scott LLP, 156 South Main Street, P.O. Box 192, Colchester, CT 06415, Telephone: 800/404-7770.

DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE

DATED: _____, 2011

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS,
EASTERN DIVISION