



WHEREAS, an action is pending before this Court styled *St. Lucie County Fire District Firefighters' Pension Trust Fund v. Motorola, Inc.*, Civil Action No. 1:10-cv-00427, following a limited remand by the United States Court of Appeals for the Seventh Circuit (the "Action");

WHEREAS, the parties having made application, pursuant to Federal Rule of Civil Procedure 23(e), for an order approving the settlement of the Action, in accordance with a Settlement Agreement dated June 17, 2011, which, together with the Exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of the Action and for dismissal of the Action with prejudice upon the terms and conditions set forth therein; and the Court having read and considered the Settlement Agreement and the Exhibits annexed thereto; and

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. For purposes of this Order, the Court adopts all definitions of terms as set forth in the Settlement Agreement, which shall control if it conflicts with any definition in this Order.

2. The Court does hereby preliminarily approve the Settlement Agreement and the Settlement set forth therein, subject to further consideration at the Final Approval Hearing described below.

3. A hearing (the "Final Approval Hearing") shall be held before this Court on November 2, 2011, at 9 a.m., in Courtroom 2319 of the United States District Court for the Northern District of Illinois, Eastern Division, 219 South Dearborn Street, Chicago, Illinois, to determine whether the proposed Settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class and should be approved by the Court; whether a Judgment as provided in ¶ 1.12 of the Settlement Agreement should be entered; whether the proposed Plan of Distribution should be approved; whether 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 to determine any amount of fees and expenses that should be awarded to Plaintiffs' Counsel. The Court may adjourn the Final Approval Hearing without further notice to members of the Settlement Class.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court certifies, solely for purposes of the Settlement Agreement and effectuating the Settlement, a Settlement Class of: all purchasers of the Motorola common stock during the period of October 25, 2007 through January 22, 2008, inclusive. 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. Solely for purposes of the Settlement Agreement and the Settlement, the Court preliminarily finds that: (a) the members of the Settlement Class are so numerous that joinder of all Class Members in the Action is impracticable; (b) there are questions of law and fact common to the Settlement Class which predominate over any individual questions; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs and their counsel have fairly and adequately represented and protected the interests of all of the Class Members; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering (i) the interests of the members of the Settlement Class in individually controlling the prosecution of separate actions; (ii) the extent and nature of any litigation concerning the controversy already commenced by members of the Settlement Class; (iii) the desirability or undesirability of continuing the litigation of these claims in this particular forum; and (iv) the difficulties likely to be encountered in the management of the class action.

6. Pursuant to Rule 23(c) of the Federal Rules of Civil Procedure, the Court appoints Garden City Group, Inc. ("Claims Administrator") to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below:

(a) On or before July 14, 2011, Motorola shall provide to the Claims Administrator, in an electronic format acceptable to the Claims Administrator, Motorola's transfer records for the Class Period;

(b) On or before July 28, 2011, the Claims Administrator shall cause a copy of the Notice and the Proof of Claim and Release form ("Proof of Claim"), substantially in the forms annexed as Exhibits A-1 and A-2 hereto, to be mailed by first-class mail to all Class Members who can be identified with reasonable effort and to be posted on its website at [www.motorolasecuritieslitigation.com](http://www.motorolasecuritieslitigation.com);

(c) On or before August 8, 2011, the Claims Administrator shall cause the Summary Notice to be published once in the national edition of *Investor's Business Daily* and once over the *PR Newswire*; and

(d) On or before October 26, 2011, Lead Counsel shall serve on Defendants' counsel and file with the Court proof, by affidavit or declaration, of such mailing and publishing.

7. Nominees who purchased Motorola common stock covered by this Settlement for the benefit of another Person during the Class Period shall be requested to send the Notice and Proof of Claim to all such beneficial owners of such Motorola common stock within ten (10) calendar days after receipt thereof, or send a list of the names and addresses of such beneficial owners to the Claims Administrator within ten (10) calendar days of receipt thereof, in which event the Claims Administrator shall promptly mail the Notice and Proof of Claim to such beneficial owners.

8. Other than the up to \$200,000 Defendants are paying for the express purposes of providing notice to the Settlement Class and to administer the Settlement, including the identification of Class Members, the processing of submitted claims and distribution of the Settlement pursuant to the terms of the Notice Order, all fees, costs, and expenses incurred in identifying and notifying members of the Settlement Class shall be paid from the Settlement Fund, and in no event shall Defendants bear any responsibility for such fees, costs, or expenses if they exceed the aforementioned \$200,000.

9. All members of the Settlement Class shall be bound by all determinations, orders and judgments in the Action concerning the Settlement, including, but not limited to, the releases provided for therein, whether favorable or unfavorable to the Settlement Class, regardless of whether such persons seek or obtain by any means, including, without limitation, by submitting a Proof of Claim or any similar document, any distribution from the Settlement Fund or the Net Settlement Fund.

10. Class Members who wish to participate in the Settlement shall complete and submit the Proof of Claim in accordance with the instructions contained therein. Unless the Court orders otherwise, all Proofs of Claim must be submitted no later than November 25, 2011. Any Class Member who does not submit a Proof of Claim within the time provided shall be barred from sharing in the distribution of the proceeds of the Net Settlement Fund, unless otherwise ordered by the Court, but shall nevertheless be bound by any final judgment entered by the Court. Notwithstanding the foregoing, Lead Counsel shall have the discretion to accept late-submitted claims for processing by the Claims Administrator so long as distribution of the Net Settlement Fund is not materially delayed thereby.

11. Any member of the Settlement Class may enter an appearance in the Action, at his, her, or its own expense, individually or through counsel of their own choice. Any member of the Settlement Class that does not enter an appearance will be represented by Lead Counsel.

12. Any Person falling within the definition of the Settlement Class may, upon request, be excluded or "opt out" from the Settlement Class. Any such Person must submit to the Claims Administrator a written request for exclusion ("Request for Exclusion"), postmarked no later than October 3, 2011. A Request for Exclusion must be signed and state: (a) the name, address, and telephone number of the Person requesting exclusion; (b) the Person's purchases of Motorola common stock during the Class Period, including the dates, the number of shares of Motorola common stock purchased, and the price paid for each such purchase; and (c) that the Person wishes to be excluded from the Settlement Class. All Persons who submit valid and timely Requests for Exclusion in the manner set forth in this paragraph shall have no rights under the Settlement Agreement, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Settlement Agreement or any final judgment.

13. Lead Counsel shall cause to be provided to Defendants' counsel copies of all Requests for Exclusion, and any written revocation of Requests for Exclusion, as expeditiously as possible and in any event no later than October 21, 2011.

14. Any member of the Settlement Class may appear and show cause, if he, she, or it has any reason why the proposed Settlement of the Action should not be approved as fair, reasonable, and adequate, or why a judgment should not be entered thereon, or why the Plan of Distribution should not be approved, or why Plaintiffs should not be reimbursed for their reasonable costs and expenses (including lost wages) directly related to its representation of the Class in this Action, or why attorneys' fees and expenses should not be awarded to counsel for Plaintiffs; provided,

however, that no Class Member or any other Person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, or, if approved, the Judgment to be entered thereon approving the same, or the order approving the Plan of Distribution, or any reimbursement to Plaintiffs of reasonable cost and expenses (including lost wages) directly related to their representation of the Class in this Action, or any attorneys' fees and expenses to be awarded to counsel for Plaintiffs, unless written objections and copies of any papers and briefs are received by Beth Kaswan, Scott+Scott, LLP, 500 Fifth Avenue, 40th Floor, New York, NY 10110, and Robert J. Kopecky, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, on or before October 3, 2011; and said objections, papers, and briefs are filed with the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division, 219 South Dearborn Street, Chicago, Illinois 60604, on or before October 3, 2011. Any member of the Settlement Class who does not make his, her, or its objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement as incorporated in the Settlement Agreement, to the Plan of Distribution, and to the award of attorneys' fees and expenses to Plaintiffs' Counsel, unless otherwise ordered by the Court.

15. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis*, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Settlement Agreement and/or further order(s) of the Court.

16. All papers in support of the Settlement, Plan of Distribution, any application by Plaintiffs for reimbursement of reasonable costs and expenses (including lost wages), and any application by counsel for Plaintiffs for attorneys' fees and expenses shall be filed and served no

later than September 20, 2011, and any reply papers (which may include a response to objections, if any) shall be filed and served no later than October 19, 2011.

17. The Released Persons shall have no responsibility or liability for the Plan of Distribution, any application by Plaintiffs for reimbursement of reasonable costs and expenses (including lost wages), or any application for attorneys' fees or expenses submitted by Plaintiffs' Counsel, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

18. At or after the Final Approval Hearing, the Court shall determine whether the Plan of Distribution proposed by Lead Counsel, any request by Plaintiffs for reimbursement of costs and expenses (including lost wages), and any application for attorneys' fees and expenses should be approved.

19. All reasonable expenses incurred in identifying and notifying Class Members as well as administering the Settlement Fund shall be paid as set forth in the Settlement Agreement. In the event the Court does not approve the Settlement, or it otherwise fails to become effective, neither Plaintiffs nor any of their counsel shall have any obligation to repay any amounts actually and properly incurred or disbursed pursuant to ¶ 5.4(b) and (c) of the Settlement Agreement, except as required under ¶ 6.2 of the Settlement Agreement.

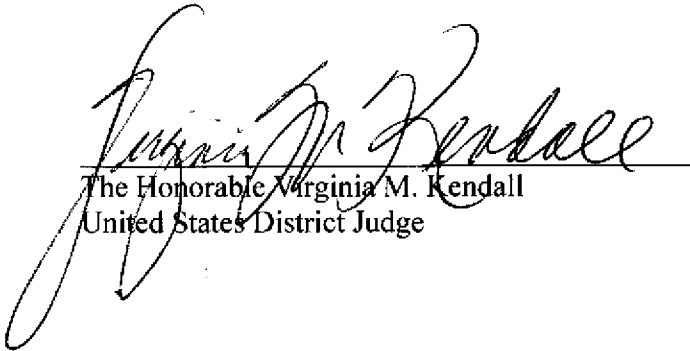
20. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by Defendants or any other Released Persons of the truth of any of the allegations in the Action, or of any liability, fault, or wrongdoing of any kind.

21. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the members of the Settlement Class, and retains jurisdiction to consider all

further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to the Settlement Class.

IT IS SO ORDERED.

Dated: Chicago, Illinois  
7-7, 2011



The Honorable Virginia M. Kendall  
United States District Judge