



PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

A. To recover as a Member of the Class based upon your claims in the consolidated action styled *In re Semtech Corporation Securities Litigation*, No. 07-CV-07114, pending in the United States District Court for the Central District of California, you must complete and, on page 22 hereof, sign this Proof of Claim and Release. If you fail to file a properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed settlement of the Litigation.

B. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of settlement in the Litigation.

C. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE JULY 24, 2011, ADDRESSED AS FOLLOWS:

Semtech Corporation Securities Litigation
c/o Berdon Claims Administration
P.O. Box 9014
Jericho, NY 11753-8914

D. If you are NOT a Member of the Class, as defined in the “Notice of Pendency and Settlement of Class Action” (the “Notice”), DO NOT submit a Proof of Claim and Release Form.

E. If you are a Member of the Class and you did not timely request exclusion in connection with the proposed Settlement, you are bound by the terms of any judgment entered in the Litigation, including the releases provided therein, REGARDLESS OF WHETHER YOU SUBMIT A PROOF OF CLAIM AND RELEASE.

II. DEFINITIONS

A. “Semtech” means Semtech Corporation, and all of its past and present predecessors, successors, parents, subsidiaries, divisions, and related or affiliated entities and each of its or their present and former assigns, partners, attorneys, officers, directors, principals, employees, associates, heirs, executors, administrators, custodians, beneficiaries, investment advisors and insurers.

B. “Defendants” means Semtech Corporation, John D. Poe, Jason L. Carlson, Mohan R. Maheswaran, David G. Franz, Jr., and John M. Baumann.

C. “Individual Defendants” means John D. Poe, Jason L. Carlson, Mohan R. Maheswaran, David G. Franz, Jr., and John M. Baumann.

D. “Judgment” means the judgment to be rendered by the Court, substantially in the form attached to the Stipulation and Agreement of Settlement as Exhibit B.

E. All other capitalized terms used herein shall have the meaning assigned to them herein or in the Stipulation and Agreement of Settlement.



III. CLAIMANT IDENTIFICATION INSTRUCTIONS

A. If you purchased Semtech common stock and held the certificate(s) in your name, you are the beneficial purchaser as well as the record purchaser. If, however, you purchased Semtech common stock and the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

B. Use Section V of this form entitled “Claimant Identification” to identify each purchaser of record (“Nominee”), if different from the beneficial purchaser of Semtech Corporation common stock which form the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER OR PURCHASERS, OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER OR PURCHASERS, OF THE SEMTECH COMMON STOCK UPON WHICH THIS CLAIM IS BASED.**

C. All joint purchasers must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of persons represented by them and their authority must accompany this claim, and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim and/or result in claim rejection.

IV. TRANSACTION SCHEDULE INSTRUCTIONS

A. Use Section VI of this form entitled “Schedule of Transactions in Semtech Common Stock” to supply all required details of your transactions, acquisitions and holdings in Semtech Corporation common stock. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

B. On the schedules, provide all requested information with respect to *all* of your purchases and *all* of your sales of Semtech Corporation common stock that took place at any time, during the subject time period, as specified in the transaction schedule on page 19 whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

C. List each transaction in the subject time period separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the date, quantity and price for each transaction you list.

D. The date of covering a “short sale” is deemed to be the date of purchase of Semtech Corporation common stock. The date of a “short sale” is deemed to be the date of sale of Semtech Corporation common stock.

E. You should attach copies of broker confirmations or other documentation of your transactions in Semtech common stock to your claim. Failure to provide this documentation could delay verification of your claim and/or result in claim rejection.



SEMTECH

In re Semtech Corporation Securities Litigation

PROOF OF CLAIM AND RELEASE

Must be Postmarked No Later Than July 24, 2011

Please Type or Print

V. CLAIMANT IDENTIFICATION

Beneficial Owner's Name *(as it appears on your brokerage statement)*

Joint Beneficial Owner's Name *(as it appears on your brokerage statement)*

Street Address

City

State/Country

Zip/Postal Code

Social Security Number

Taxpayer Identification Number

Check one: Individual Corporation Partnership Estate Trust

Custodian Nominee Guardian IRA Other: _____

Area Code Telephone Number (Work) _____ (Home)
Area Code Telephone Number

Facsimile Number

E-Mail Address

Record Owner's Name and Address *(if different from beneficial owner listed above)*



VI. SCHEDULE OF TRANSACTIONS IN SEMTECH COMMON STOCK

A. State the total number of shares of Semtech common stock owned at the close of trading on August 26, 2002, long or short (*if none, enter "0"; if other than zero, must be documented*): _____.

B. Separately list each and every **purchase** of Semtech common stock during the period August 27, 2002 **through** July 19, 2006 and provide the following information (*must be documented*):

Trade Date <i>(list chronologically)</i> Month/Day/Year	Number of Shares Purchased	Price Per Share <i>(excluding commissions, taxes and fees)</i>

C. State the total number of shares **acquired** during the period July 20, 2006 **through** October 17, 2006 (*must be documented*): _____.

D. Separately list each and every **sale** of Semtech common stock during the period August 27, 2002 **through** October 17, 2006 and provide the following information (*must be documented*):

Trade Date <i>(list chronologically)</i> Month/Day/Year	Number of Shares Sold	Price Per Share <i>(excluding commissions, taxes and fees)</i>

E. State the total number of shares of Semtech common stock owned at the close of trading on October 17, 2006, long or short (*if none, enter "0"; if other than zero, must be documented*): _____.

If you need additional space, attach the required information on separate, numbered sheets in the same format as above and print your name and Social Security or Taxpayer Identification number at the top of each additional sheet.

YOU MUST READ AND SIGN THE RELEASE ON PAGE 22



VII. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I/We submit this Proof of Claim and Release under the terms of the Stipulation and Agreement of Settlement described in the Notice. I/We also submit to the jurisdiction of the United States District Court for the Central District of California with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I/We further acknowledge that I am/we are bound by and subject to the terms of any judgment that may be entered in the Litigation. I/We agree to furnish additional information to Lead Plaintiff's Counsel or the Claims Administrator to support this claim, including details of transactions in other Semtech securities, such as options, if requested to do so. I/We have not submitted any other claim covering the same purchases or sales of Semtech common stock during the Class Period and know of no other person having done so on my/our behalf.

VIII. RELEASE

A. I/We hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge from the Released Claims each and all of the Released Persons.

B. "Released Claims" means any and all claims (including, but not limited to, Unknown Claims), demands, losses, rights, and causes of action of any nature and description whatsoever, whether arising under federal, state, common or foreign law, whether known, unknown, suspected, unsuspected, contingent, non-contingent, concealed, hidden, now-existing, or previously existing by Lead Plaintiff or any Class Member, based upon or arising out of, or related to, (1) the allegations in the Complaint including those concerning the purchase of Semtech common stock during the Class Period, or (2) the acts, facts, transactions, events, occurrences, disclosures, statements, omissions, or failures to act that were, could have or might have been alleged in the Litigation by Lead Plaintiff or any Class Member.

C. "Released Persons" means the Individual Defendants, Semtech Corporation, and each of the Defendants' past or present directors, officers, principals, employees, partners, insurers, controlling shareholders, attorneys, investment advisors, personal or legal representatives, predecessors, successors, parents, subsidiaries (whether or not directly or wholly owned), divisions, joint ventures, assigns, spouses, any members of an Individual Defendant's immediate family, executors, administrators, custodians, beneficiaries, heirs, related or affiliated entities, any entity in which a Defendant has a controlling interest, or any trust of which an Individual Defendant is the settler or which is for the benefit of the Individual Defendant's family.

D. "Unknown Claims" means any claims that any Lead Plaintiff or 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 or not to exclude himself, herself, or itself from the Class. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Lead Plaintiffs shall expressly, and each of the Class Members shall be deemed to have and by operation of the Judgment shall have expressly waived the 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, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.



Lead Plaintiff and Class Members may hereafter discover facts in addition to or different from those that any of them now knows or believes to be true with respect to the subject matter of the Released Claims, but Lead Plaintiff 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 which is negligent, 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 Plaintiff acknowledges, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a key and fundamental element of the Settlement of which this release is a part.

E. This release shall be of no force or effect unless and until the Court approves the Stipulation and Agreement of Settlement and such Stipulation becomes effective on the Effective Date (as defined in the Stipulation).

F. I/We hereby warrant and represent that I/we have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

G. I/We hereby warrant and represent that I/we have included information about all of my/our transactions in Semtech common stock that occurred during the Class Period as well as the amount of Semtech Corporation common stock held by me/u) at the opening of trading on August 27, 2002, and at the close of trading on July 19, 2006.

IX. CERTIFICATION

UNDER THE PENALTY OF PERJURY, I/WE CERTIFY THAT:

A. The number shown on this form is my correct TIN; and

B. I/We certify that I am/we are NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, you must cross out item - above.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.



I/We declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct and that this Proof of Claim and Release form was executed this ____ day of _____, 2011 in _____, _____.
(City) (State/Country)

Signature of Claimant

(Print your name here)

Signature of Joint Claimant, if any

(Print your name here)

Signature of person signing on behalf of Claimant

(Print your name here)

Capacity of person signing on behalf of Claimant,
if other than an individual, (e.g., Executor,
President, Custodian, etc.)



**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT
AMOUNT OF TIME. THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Remember to sign the above release and certification on page 22.
2. Remember to attach only **copies** of acceptable supporting documentation, a complete list of which can be found on the Claims Administrator's website.
3. Do not send originals of securities certificates.
4. Keep copies of the completed claim form and documentation for your own records.
5. For an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested, or its equivalent, and retain the receipt. **You will bear all risks of delay or non-delivery of your claim.**
6. If your address changes in the future, or if these documents were sent to an old or incorrect address, please send us **written** notification of your new address.
7. If you have any questions or concerns regarding your claim, please contact the Claims Administrator at:

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Website: www.berdonclaims.com