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**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

SUNANDA KRISHNA, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

IXIA, ERROL GINSBERG, BETHANY
MAYER, LAURENT ASSCHER,
JONATHAN FRAM, GAIL
HAMILTON, ILAN DASKAL,
KEYSIGHT TECHNOLOGIES, INC.
and KEYSIGHT ACQUISITIONS, INC.,

Defendants.

Case No.:

**CLASS ACTION COMPLAINT FOR
VIOLATIONS OF THE SECURITIES
ACT OF 1934**

JURY DEMAND

Plaintiff Sunanda Krishna ("Plaintiff"), by her attorneys, on behalf of herself and those similarly situated, alleges upon personal knowledge as to her own acts and upon information and belief as to all other matters, based upon the investigation made by and through her attorneys, which investigation included, *inter alia*, the review of United States Securities and Exchange Commission ("SEC") filings, press releases, analyst reports, news articles and other materials, as follows:

NATURE OF THE CASE

1. Plaintiff brings this stockholder class action on behalf of herself and all other public stockholders of Ixia ("Ixia" or the "Company"), against Ixia, the Company's Board of Directors (the "Board" or the "Individual Defendants"), Keysight Technologies, Inc. ("Parent") and Keysight Acquisitions, Inc. ("Merger Sub", and collectively with Parent, "Keysight, and collectively with Ixia and the Board, the "Defendants"), in connection with their violations of Sections 14(a) and

1 20(a) of the Securities Exchange Act of 1934 (the “Exchange Act”) and Rule 14a-9 promulgated
2 thereunder (“Rule 14a-9”).

3 2. On January 30, 2017, Ixia and Keysight jointly announced that they had entered
4 into an Agreement and Plan of Merger (the “Merger Agreement”) that will culminate in Keysight
5 acquiring all of the outstanding shares of Ixia. Under the terms of the merger agreement, Ixia
6 public stockholders will receive \$19.65 in cash for every share of Ixia common stock held, for an
7 approximate aggregate value of \$1.6 billion (the “Proposed Acquisition”).

8 3. On February 15, 2017, in order to convince Ixia stockholders to vote in favor of the
9 Proposed Acquisition, the Board authorized the filing of a materially incomplete and misleading
10 Preliminary Proxy Statement (the “Preliminary Proxy”) with the Securities and Exchange
11 Commission (“SEC”), in violation of Sections 14(a) and 20(a) of the Exchange Act. In particular,
12 Defendants failed to disclose all material information necessary for Ixia’s stockholders to make an
13 informed decision regarding the Proposed Transaction. Specifically, the Preliminary Proxy omits
14 and/or misrepresents material information concerning, among other things: (1) the background of
15 the Proposed Acquisition; (2) the data and inputs underlying the financial valuation exercises that
16 purportedly support the so-called “fairness opinions” provided by the Company’s financial
17 advisor, Deutsche Bank Securities, Inc. (“Deutsche Bank”); and (3) Ixia’s financial projections,
18 relied upon by Deutsche Bank. The failure to adequately disclose such material information
19 constitutes a violation of Sections 14(a) and 20(a) of the Exchange Act as stockholders need such
20 information in order to make a fully-informed decision regarding whether to vote in favor or
21 against the Proposed Transaction

22 4. The failure to adequately disclose such material information constitutes a violation
23 of Sections 14(a) and 20(a) of the Exchange Act as stockholders need such information in order to
24 make a fully-informed decision regarding whether to vote in favor or against the Proposed
25 Transaction.

PARTIES

5. Plaintiff is an individual. The Plaintiff is, and at all times relevant hereto, has been an Ixia stockholder and is a resident of New Jersey.

6. Defendant Ixia is a California corporation with its principal place of business located at 26601 W. Agoura Road, Calabasas, CA 91302. Ixia provides application performance and security resilience solutions to organizations in the United States and internationally. The Company offers hardware platforms, such as chassis; interface cards that generate, receive, and analyze various traffic types at multiple network layers; and network visibility solutions, which enable network visibility into physical and virtual networks, and optimizes monitoring tool performance. Ixia also provides a suite of software applications for use in automated and targeted delivery, as well as functionality and performance test for technologies and devices, including storage, video, voice, intelligent networks, applications, routing, switching, WiFi, broadband, wireless, software defined networks, and virtual networks and functions. In addition, Ixia offers technical support, warranty, and software maintenance services, as well as training and professional services. The Company offers its products and services through direct sales force, as well as through distributors, value added resellers, system integrators, and other partners. It serves a range of enterprises, service providers, network equipment manufacturers, and governments. Ixia common stock is publicly traded on the NasdaqGS under the symbol "XXIA". As of February 21, 2017, there were over 82 million common shares of Ixia stock outstanding.

7. Defendant Errol Ginsberg ("Ginsberg") is the founder of the Company and has been a director of the Company at all relevant times. Additionally, Ginsberg serves as the Chairman of the Board and Chief Innovation Officer of the Company.

8. Defendant Bethany Mayer ("Mayer") has been a director of the Company at all relevant times. Additionally, Mayer serves as the President and Chief Executive Officer ("CEO") of the Company.

9. Defendant Laurent Asscher ("Asscher") has been a director of the Company at all relevant times. Additionally, Asscher serves on the Board's Compensation Committee.

1 10. Defendant Jonathan Fram (“Fram”) has been a director of the Company at all
2 relevant times. Additionally, Fram serves as the Chair of the Board’s Nominating and Corporate
3 Governance Committee, as a member on the Board’s Audit and Compensation Committees, and
4 is classified as a “Financial Expert” by the Board.

5 11. Defendant Gail Hamilton (“Hamilton”) has been a director of the Company at all
6 relevant times. Additionally, Hamilton serves as the Chair of the Board’s Compensation
7 Committee and as a member on the Board’s Audit and Nominating and Corporate Governance
8 Committees.

9 12. Defendant Ilan Daskal (“Daskal”) has been a director of the Company at all relevant
10 times. In addition, Daskal serves as the Chair of the Board’s Audit Committee and is classified as
11 a “Financial Expert” by the Board.

12 13. Defendants Ginsberg, Mayer, Asscher, Fram, Hamilton, and Daskal identified in
13 ¶¶ 7-12 are collectively referred to as the “Individual Defendants.” By reason of their positions as
14 officers and/or directors of the Company, the Individual Defendants are in a fiduciary relationship
15 with plaintiff and the other Ixia public stockholders, and owe Plaintiff and other Ixia stockholders
16 the highest obligations of loyalty, good faith, fair dealing, due care, and full and fair disclosure.

17 14. Defendant Keysight is a Delaware corporation with its principle place of business
18 located at 1400 Fountaingrove Parkway, Santa Rosa, CA 95403. Keysight provides electronic
19 design and test solutions to communications and electronics industries in the United States and
20 internationally. Keysight’s Communications Solutions Group segment provides radio frequency
21 and microwave test instruments and related software, and electronic design automation (EDA)
22 software tools; oscilloscopes, logic and serial protocol analyzers, logic-signal sources, arbitrary
23 waveform generators, and bit error rate testers; optical modulation analyzers, component
24 analyzers, power meters, and laser source products, as well as optical amplifier, filter, and other
25 passive component solutions; and related software solutions. Keysight’s Electronic Industrial
26 Solutions Group segment offers design tools; design verification solutions; and general purpose
27 test and measurement products, such as digital multi-meters, function generators, waveform
28 synthesizers, counters, data acquisition products, audio analyzers, LCR Meters, thermal imaging

1 solutions, low-cost USB modular units, precision source measurement units, ultra-high precision
2 device current analyzers, test executive software platforms, and a range of power supplies. This
3 segment also offers comprehensive manufacturing systems, such as printed-circuit-board-
4 assembly testers and IC parametric testers; and material analysis products that include atomic-
5 force and scanning-electron microscopy products. Keysight's Services Solutions Group segment
6 provides repair, calibration, and consulting services; and remarkets used Keysight equipment, as
7 well as asset tracking, servicing, and utilization requirements throughout the product life cycle.
8 The company also offers start-up assistance, instrument productivity, and application services, as
9 well as customization and optimization services. It sells its products through direct sales force,
10 resellers, manufacturer's representatives, and distributors. Keysight is traded on the New York
11 Stock Exchange ("NYSE") under the ticker code "KEYS."

12 15. Defendant Keysight Acquisition, Inc. is a California corporation and a wholly-
13 owned subsidiary of Parent.

14 **JURISDICTION AND VENUE**

15 16. This Court has subject matter jurisdiction pursuant to Section 27 of the Exchange
16 Act (15 U.S.C. § 78aa) and 28 U.S.C. § 1331 (federal question jurisdiction), as this Complaint
17 alleges violations of Section 14(a) and 20(a) of the Exchange Act.

18 17. Personal jurisdiction exists over each Defendant either because the Defendant
19 conducts business in or maintains operations in this District, or is an individual who is either
20 present in this District for jurisdictional purposes or has sufficient minimum contacts with this
21 District as to render the exercise of jurisdiction over Defendant by this Court permissible under
22 traditional notions of fair play and substantial Justice.

23 18. Venue is proper in this Court under Section 27 of the Exchange Act, 15 U.S.C. §
24 78aa, as well as under 28 U.S.C. § 1391, because: (i) the conduct at issue took place and had an
25 effect in this District; (ii) Ixia maintains its primary place of business in this District; (iii) a
26 substantial portion of the transactions and wrongs complained of herein, including Defendants'
27 primary participation in the wrongful acts detailed herein, occurred in this District; and (iv)
28

1 Defendants have received substantial compensation in this District by doing business here and
2 engaging in numerous activities that had an effect in this District.

3 **SUBSTANTIVE ALLEGATIONS**

4 ***Company Background***

5 19. Ixia provides application performance and security resilience solutions to
6 organizations in the United States and internationally.

7 20. The Company offers hardware platforms, such as chassis; interface cards that
8 generate, receive, and analyze various traffic types at multiple network layers; and network
9 visibility solutions, which enable network visibility into physical and virtual networks, and
10 optimizes monitoring tool performance.

11 21. Ixia also provides a suite of software applications for use in automated and targeted
12 delivery, as well as functionality and performance test for technologies and devices, including
13 storage, video, voice, intelligent networks, applications, routing, switching, WiFi, broadband,
14 wireless, software defined networks, and virtual networks and functions. In addition, Ixia offers
15 technical support, warranty, and software maintenance services, as well as training and
16 professional services.

17 22. The Company offers its products and services through direct sales force, as well as
18 through distributors, value added resellers, system integrators, and other partners. It serves a range
19 of enterprises, service providers, network equipment manufacturers, and governments.

20 23. Ixia has a demonstrated history of financial success, recently evidenced by its
21 financial results for the third quarter ended September 30, 2016 that were released on November
22 1, 2016. Notably, the Company's GAAP net income for the 2016 third quarter was \$4.8 million,
23 a substantial increase over the \$1.5 million in the same metric in the second quarter of 2016.

24 24. Discussing these extremely positive results, Defendant Mayer noted that, "We are
25 pleased with our results in the third quarter, with revenue and EPS exceeding our guidance." She
26 continued, predicting positivity in the future, "We are continuing to execute and invest in our
27 strategy and are pleased with the early results we have generated from the changes we made to our
28 sales leadership and organization."

1 25. Such an incredible showing is not an anomaly for the Ixia, but rather is evidence of
2 its trend of profitable results. For example, on August 2, 2016, the Company released its Financial
3 2016 Q2 financial results, which showed an increase in total revenue from \$112.7 million in the
4 2016 Q1 to \$120.1 million in 2016 Q2. Speaking on these positive results, Defendant Mayer
5 stated, "In the second quarter we achieved revenue at the high-end of our guidance range and
6 delivered solid earnings that were driven by our strong gross margin performance and continued
7 focus on financial discipline."

8 26. Finally, on February 21, 2017, the Company released its preliminary results for the
9 fourth quarter and year ended December 31, 2016. Total revenue increased over the third quarter
10 going from \$123.9 million to \$128.2 million. Defendant Mayer stated, "We achieved strong results
11 in the fourth quarter with increased momentum for our network visibility solutions, and we expect
12 earnings and revenue in-line with our guidance. Revenue for our network visibility solutions grew
13 22% year-over-year, driven by increased demand in the enterprise. With our continued focus on
14 operational excellence and financial discipline we generated strong cash flow from operations
15 during the quarter, bringing our total for the year to \$81 million."

16 ***The Flawed Process Leading to the Proposed Acquisition***

17 27. On August 16, 2016, Defendant Mayer received a phone call from Ron Nersesian,
18 President and CEO of Keysight, who expressed interest in a possible strategic transaction with
19 Ixia, and requested an opportunity to conduct due diligence in order to make a proposal.

20 28. Throughout August and September, Mayer discussed with the Ixia Board Mr.
21 Nersesian's request and Keysight's interest in Ixia on several occasions and also had conversations
22 with Mr. Nersesian regarding a potential strategic transaction on several occasions.

23 29. On September 29, 2016, Keysight submitted to Ixia a non-binding proposal to
24 acquire Ixia at a purchase price of \$16.00 per share in cash, with the option to pay part of the
25 consideration in Keysight stock if Ixia so preferred.

26 30. Thereafter the Board determined to engage a financial advisor and agreed to hear
27 presentations from Deutsche Bank and Bank A to fill the role. Each potential financial advisor
28 presented potential third parties to contact regarding a proposed strategic transaction with Ixia. On

1 October 4, 2016, the Ixia Board approved the retention of Deutsche Bank as its financial advisor,
2 which was confirmed by signed retention letter on October 10, 2016. Significantly, the
3 Preliminary Proxy discloses that Deutsche Bank will be paid approximately \$23.5 million for its
4 services to Ixia, with all but \$750,000 being contingent on the consummation of the merger.
5 Notably, the Preliminary Proxy fails to disclose the percentage amount Ixia has agreed to pay
6 Deutsche Bank if the deal is terminated and Ixia is entitled to a termination fee. This amount or
7 percentage should be disclosed to Ixia shareholders as well as the amount of expense
8 reimbursement Ixia must pay to Deutsche Bank.

9 31. Throughout October and early November 2016, Deutsche Bank worked with Ixia
10 management to prepare preliminary financial analyses of the unsolicited proposal from Keysight
11 and various potential strategic alternatives, based initially on publicly available information and
12 later based on financial plans prepared by Ixia management.

13 32. Also at this time, the Ixia board approved of eleven additional potential strategic
14 partners including eight potential financial acquirers and three potential strategic acquirers, as
15 potential bidders to be contacted by Deutsche Bank. Included in this list was "Party A" a potential
16 strategic acquirer, and another was "Party B" a potential financial acquirer. However, at this time,
17 the Ixia board did not initiate contact with any such potential third parties as it had not yet
18 determined to engage in a public sales process for the Company.

19 33. Throughout October 2016, Ixia had contact with representatives of Keysight
20 regarding a proposed strategic transaction, and was contacted by Party A throughout the same time
21 period, though such contact was not reciprocated.

22 34. On November 1, 2016, Ixia released its earnings release reporting its financial
23 results for its third quarter ended September 30, 2016. On November 4, 2016, Ixia management
24 presented to the Ixia board a preliminary multi-year financial plan for the Ixia Board's
25 consideration, which was then provided to Deutsche Bank for its use in completing an updated
26 financial analysis of Ixia. Thereafter on November 7, 2016, the Ixia Board met telephonically with
27 Deutsche Bank who reviewed an updated financial analysis based on Ixia management's three-
28 year financial plan for 2017, 2018, and 2019 as well as estimates for 2020 and 2021 calculated by

1 Deutsche Bank based on guidance provided by Ixia's management and approved for Deutsche
2 Bank's use by the Ixia Board.

3 35. During November 2016, Ixia and Keysight had further discussions regarding a
4 potential strategic transaction, including to arrange the negotiation and entry into a Non-Disclosure
5 Agreement (an "NDA") prior to any due diligence taking place.

6 36. Also during November 2016, Ixia authorized Deutsche Bank to contact the eleven
7 other previously approved parties to gauge interest in a potential strategic transaction. Upon being
8 contacted Party A indicated it wanted to team with one of the potential financial sponsor acquirers
9 previously approved by the Ixia board in a potential strategic transaction.

10 37. Also during November, 2016, Ixia entered into NDAs with a total of seven potential
11 bidders, including Keysight, Party A, the potential financial sponsor acquirer that had teamed with
12 Party A, and Party B, all of which contained standstill provisions. The Preliminary Proxy indicates
13 that the standstill provisions "permitted the potential bidder to communicate exclusively with the
14 Ixia Board with respect to a transaction involving Ixia or to seek a waiver of such standstill
15 provisions." The Preliminary Proxy fails, however, to adequately explain the exclusivity portion
16 of the provision. The other five contacted parties expressed no interest. Throughout November
17 2016 the potential bidders who had executed NDAs participated in meetings with Ixia management
18 and Deutsche Bank. Following such meetings, three potential bidders who had executed NDAs
19 dropped out of the process.

20 38. On November 30, 2016, Deutsche Bank distributed process letters requesting
21 preliminary proposals for the acquisition of Ixia by December 13, 2016, to Keysight, Party A,
22 Party B, and three other potential bidders.

23 39. On December 2, 2016, reporters contacted various persons regarding a rumor that
24 Ixia was engaged in a sales process, to which neither Ixia or Deutsche Bank responded. Thereafter
25 seven additional potential third parties, including Party C, contacted Ixia or Deutsche Bank
26 inquiring about the sales process. After consideration, Ixia determined to contact two such parties,
27 including Party C, both of whom executed NDAs with Ixia. Both NDAs contained standstill
28 provisions.

1 40. On December 13, 2016, Ixia received preliminary proposals from four potential
2 bidders: Keysight (\$17.00 per share in cash), Party A (a range of \$16.50-17\$00 per share in cash),
3 Party B (a range of \$16.00-\$16.50 in cash), and Party C (\$18.00 all cash).

4 41. During the period from December 15, 2016, through January 24, 2017, due
5 diligence meetings between Deutsche Bank and representatives of Keysight, Party A, Party B, and
6 Party C occurred.

7 42. Ixia distributed process letters to the remaining parties on January 5, 2017,
8 requesting final bids by January 24, 2017. During this time continued due diligence meetings were
9 had between the interested parties and Ixia or its agents.

10 43. On January 24, 2017, Ixia received final offers from all potential bidders, including
11 Keysight (\$17.55 per share in cash and stock), Party A (\$18.50 per share in cash), Party B (\$16.50
12 per share in cash), and Party C (\$16.25 per share in cash).

13 44. On January 26, 2017, the Ixia board held a meeting to discuss the offers received
14 on January 24, 2017. The Board determined not to continue discussions with Party B or Party C
15 based on the insufficiency of the price offered. Additionally, the Ixia Board instructed Defendant
16 Mayer to contact Mr. Nersesian to advise him that the Company received an all-cash offer from
17 another bidder at a price that was materially higher than what Keysight offered, and to suggest
18 Keysight would need to significantly increase its bid and propose an all-cash transaction to remain
19 competitive. Following which, Defendant Mayer did so contact Mr. Nersesian.

20 45. Due to Party A's preference to announce a transaction on or before January 31,
21 2017, Ixia began negotiations with Party A to achieve that goal should a transaction be entered
22 into between those two parties. As such, Ixia continued discussions with both Keysight and Party
23 A on January 27 and January 28, 2017.

24 46. On January 28, 2017, Keysight submitted to Ixia a revised bid of \$19.65 per share
25 all cash. After discussion with its advisors, the Ixia Board instructed Deutsche Bank to contact
26 Party A to advise it that an all-cash bid materially higher than that of Party A had been received,
27 and to invite Party A to increase its bid if it wanted to move forward in the process. Party A
28 responded the same day indicating it was unlikely to increase its bid.

1 47. After final due diligence discussions and negotiations, on January 29, 2017, the
2 Ixia Board held a telephonic meeting, with representatives from Deutsche Bank and its legal
3 advisor to discuss Keysight's latest offer. After Deutsche Bank reviewed and discussed with the
4 Ixia Board certain financial analyses, it determined that Keysight's offer was, fair from a financial
5 point of view the holders of Ixia common stock.

6 48. On January 30, 2017, the merger agreement was executed and jointly announced.

7 ***The Proposed Acquisition***

8 49. On January 30, 2017, Ixia and Keysight announced the Proposed Acquisition. The
9 press release stated in relevant parts:

10 **SANTA ROSA and CALABASAS, Calif. January 30, 2017** – Keysight
11 Technologies, Inc. (NYSE: KEYS) and Ixia (Nasdaq: XXIA) today announced a
12 definitive agreement for Keysight to acquire Ixia in an all-cash transaction totaling
13 approximately \$1.6 billion in consideration, net of cash. The Board of Directors of
14 both companies have unanimously approved the transaction, which is anticipated
to close no later than the end of October 2017 and is subject to customary closing
conditions and approvals.

15 Under the terms of the agreement, Ixia shareholders will receive \$19.65 per share
16 in cash. This represents a premium of approximately 45% to Ixia's unaffected
17 closing stock price on December 1, 2016, the last trading day prior to media reports
18 that Ixia was considering strategic alternatives, and a premium of approximately
38% to the Ixia's unaffected 52-week high closing stock price for the period ended
December 1, 2016.

19 "The proposed acquisition of Ixia is in direct alignment with our strategy to
20 transform Keysight for growth and is 100% complementary to our business," said
21 Ron Nersesian, Keysight president and CEO. "The combination creates a powerful
22 innovation engine to fuel growth, expands our software-centric solutions and builds
23 new opportunities through sales and technology leverage. Ixia also brings a world-
class level of talent, and together, we will provide leading-edge solutions that
address the fastest-growing communications and networking trends including 5G,
IoT, visibility, security and application performance."

24 The combination of Keysight and Ixia brings together two highly complementary
25 companies to create an innovative force in leading-edge technologies that spans
26 electronic design, device and network validation, and application and security
27 performance. Ixia has a broad IP portfolio that encompasses network
28 communications, visibility, application and security technologies with solutions
deeply rooted in software. Additionally, Ixia's IP includes extensive networking
and wireless protocols that will extend Keysight's position in wireless
communications and create a unique combination of Layer 1 through 7 end-to-end

1 solutions that address fast-growing segments of the 5G communications design and
2 test ecosystem.

3 “We are confident that Keysight is the ideal partner to accelerate our growth
4 initiatives and will continue to build upon our successful 20-year history,” said
5 Bethany Mayer, Ixia president and CEO. “Ixia and Keysight share many of the
6 same values including our dedication to innovation of leading-edge technologies,
7 and commitment to operational excellence and financial discipline, which combine
8 to create value for shareholders. We also have industry leading IP portfolios that
9 are complementary, deep technical prowess and amazing teams. We believe that
10 together, Ixia and Keysight have a tremendous opportunity to further strengthen our
11 market leading positions and create unprecedented value for our customers,
12 partners, employees and shareholders. The transaction also provides Ixia
13 shareholders significant cash value at a substantial premium to market.”

14 Benefits of the Combination

15 • Accelerates Keysight’s Growth by Creating a Powerful Innovation Engine:
16 Enables a unique combination of Layer 1 through 7 end-to-end solutions for
17 assessing performance from the mobile device to the data center and the cloud. Also
18 expands Keysight’s software capabilities by adding engineering talent and
19 software-centric solutions with a high gross-margin profile.

20 • Enhances Scale, Expands SAM and Deepens Market Penetration: Increases
21 Keysight’s SAM by approximately \$2.5 billion and establishes a strong position in
22 fast-growing segments. The combined company will serve over 100 countries
23 around the world, and Keysight’s worldwide go-to-market strength and sales
24 channel enables Ixia access to previously untapped non-US NEMs, particularly in
25 Asia.

26 • Combines Global Talent and Advances Innovation Culture: The
27 combination brings together two world-class organizations with innovative culture
28 and common values that will help drive strong collaboration and innovation.

• Compelling Financial Profile: The combined company will have an
attractive financial profile with enhanced cash flow driven by synergies, scale and
improved revenue growth.

• Immediately Accretive: Keysight expects the transaction to be immediately
accretive to adjusted earnings with annual cost synergies of \$60 million, of which
\$50 million is expected to be achieved within 24 months. Revenue synergies are
expected to be in excess of \$50 million by year three and \$100 million by year five.

Timing and Approvals

The transaction, which is expected to be completed no later than the end of October
2017, is subject to approval by Ixia shareholders, regulatory approvals, including
expiration or termination of the applicable waiting period under the Hart-Scott-
Rodino Antitrust Improvements Act, as well as other customary closing conditions.

Keysight has entered into voting agreements with Errol Ginsberg, Chairman of the
Board of Ixia, and Katelia Capital Group, Ltd., collective owners of approximately

1 23% of Ixia's outstanding common stock, pursuant to which the shareholders have
2 agreed to vote their shares in support of the transaction.

3 Investor Conference Call Scheduled for Today

4 Keysight and Ixia will host a joint conference call and online webcast today, Jan.
5 30 at 5:30 a.m. Pacific Time (8:30 a.m. Eastern Time) to discuss the transaction.
6 This event will be webcast in listen-only mode. Listeners may log on to the call at
7 Keysight's Investor website at www.investor.keysight.com or on Ixia's website at
8 <http://investor.ixiacom.com>. Interested participants can also access the call by
9 dialing (877) 201-0168 or (647) 788-4901 for international callers. Conference ID
10 63695238. A slide presentation will be available 15 minutes before the call, on the
11 Keysight website, under Upcoming Events.

12 Following the live webcast, an archived version will be available for at least 90
13 days. An audio replay of the call will be available at approximately 8:00 a.m.
14 Pacific Time (11:00 a.m. Eastern Time), through Feb. 6 by dialing (800) 585-8367
15 or (416) 621-4642 from outside the U.S. and entering pass code 63695238

16 Keysight expects to report financial results for its first quarter of fiscal 2017 on
17 Thursday, Feb. 16, 2017. Ixia expects to report financial results for its fourth quarter
18 and year 2016 on Tuesday, Feb. 21, 2017 through a press release and at that time
19 will not hold a conference call.

20 Advisors

21 Goldman, Sachs & Co. is serving as financial advisor to Keysight and Cleary
22 Gottlieb Steen & Hamilton LLP is serving as legal counsel. Deutsche Bank is
23 serving as financial advisor to Ixia and Bryan Cave LLP is serving as legal counsel
24 to Ixia.

25 *The Inadequate Merger Consideration*

26 50. Significantly, analyst expectations, the Company's strong recent performance, high
27 likelihood of future, synergistic benefits to Keysight, and the Company's oft-repeated belief in the
28 intrinsic value of the Ixia establish the inadequacy of the merger consideration.

51. The compensation afforded under the Proposed Acquisition to Company
stockholders significantly undervalues the Company. Pursuant to the terms of the Merger
Agreement, the transaction values Company stock at approximately \$19.65 per share.
Significantly, analysts tracking the Company have valued the Company significantly higher in
recent months. Most notably within the last two years, financial analysts at Credit Suisse Group
have valued the Company as high as \$35.00 per share, a value **78.12% greater** than that offered in
the Proposed Acquisition.

52. Furthermore, the consideration offered in the Proposed Acquisition does not take into account the considerable synergies afforded to Keysight. Notably, Keysight's President and CEO Ron Nersesian commented on the strong synergies that Keysight will reap from the Proposed Acquisition, stating, "The proposed acquisition of Ixia is in direct alignment with our strategy to transform Keysight for growth and is 100% complementary to our business."

53. Such statements regarding the Proposed Acquisition do not address the fact that the shares of Ixia's common stockholders are being significantly undervalued, but instead focus on how this deal will help Keysight at the expense of Ixia and the Company's stockholders.

54. Accordingly, the Board has denied Ixia's stockholders the fair and adequate value of their investment by entering into the Proposed Acquisition for inadequate consideration.

Conflicts of Interest

55. Company directors and officers will receive unique benefits in connection with the merger.

56. Under the terms of the Merger Agreement, upon the consummation of the Proposed Acquisition, each outstanding Company option, equity award, or other right to purchase Company stock will vest and be cancelled in exchange for the right to receive the Merger consideration, instantly converting the large, illiquid holdings of many of the Individual Defendants and other Company insiders into cash. Significantly, upon information and belief, members of the Company's Board and other Company insiders collectively own thousands of such options for which they will receive immediate liquidity. Notably, Defendant Mayer stands to gain over \$12 million in compensation not shared amongst Plaintiff or other common Ixia stockholders.

57. For example, the following table lists the outstanding Company options, which would be subject to vesting should the Proposed Acquisition be consummated:

	Vested Stock Options (#)	Value of Vested Stock Options (\$) ⁽¹⁾	Unvested Stock Options (#)	Value of Unvested Stock Options (\$) ⁽¹⁾	Total Value (\$)
Executive Officers					
Bethany Mayer	514,841	5,143,227	597,659	5,629,773	10,773,000
Brent T. Novak	103,125	920,700	166,875	1,432,100	2,352,800
Errol Ginsberg	642,561	4,401,404	273,439	2,492,316	6,893,720
Alexander J. Pepe	286,196	2,413,618	144,691	1,283,796	3,697,414
Dennis J. Cox	278,061	1,622,648	156,471	1,343,422	2,966,070
Marie Hattar	54,375	261,938	115,625	643,063	905,000

Patricia Key	3,125	23,781	46,875	356,719	380,500
Matthew S. Alexander	29,843	246,689	72,657	600,386	847,075
Walker H. Colston, II	130,948	737,514	71,252	613,458	1,350,972
Christopher L. Williams	233,592	1,619,704	77,345	685,002	2,304,706

Non-Employee Directors

Laurent Asscher	68,500	465,505	7,500	70,125	535,630
Ilan Daskal	22,500	131,625	7,500	70,125	201,750
Jonathan Fram	68,500	465,505	7,500	70,125	535,630
Gail Hamilton	61,000	405,130	7,500	70,125	475,255

58. Furthermore, the following table lists the outstanding Company RSUs, which would be subject to vesting should the Proposed Acquisition be consummated:

	RSUs (#)	Value of RSUs (\$) ⁽¹⁾	Performance- Based RSUs (#) ⁽²⁾	Performance- Based RSUs (\$) ⁽¹⁾	Total Value (\$)
Executive Officers					
Bethany Mayer	—	—	147,200	2,892,480	2,892,480
Brent T. Novak	8,714	171,230	60,400	1,186,860	1,358,090
Errol Ginsberg	257	5,050	87,700	1,723,305	1,728,355
Alexander J. Pepe	—	—	53,600	1,053,240	1,053,240
Dennis J. Cox	175	3,439	66,900	1,314,585	1,318,024
Patricia Key	23,917	469,969	—	—	469,969
Marie Hattar	—	—	33,300	654,345	654,345
Matthew S. Alexander	10,507	206,463	36,500	717,225	923,688
Walker H. Colston, II	44	865	30,300	595,395	596,260
Christopher L. Williams	169	3,321	29,500	579,675	582,996
Non-Employee Directors					
Laurent Asscher	4,855	95,401	—	—	95,401
Ilan Daskal	4,855	95,401	—	—	95,401
Jonathan Fram	4,855	95,401	—	—	95,401
Gail Hamilton	4,855	95,401	—	—	95,401

59. Moreover, certain employment agreements with several Ixia officers or directors are entitled to severance packages should their employments be terminated under certain circumstances. These ‘golden parachute’ packages are significant, and will grant each director or officer entitled to them at the very least, hundreds of thousands of dollars, compensation not shared by Ixia common stockholders.

60. The following table sets forth the Golden Parachute compensation for certain Ixia directors and officers, as well as their estimated value payable:

Golden Parachute Compensation

Name	Cash (\$) ⁽¹⁾	Equity (\$) ⁽²⁾	Perquisites/Benefits (\$) ⁽³⁾	Total (\$)
Bethany Mayer	2,760,000	8,522,253	34,739	11,316,992
Brent T. Novak	850,000	2,790,190	34,739	3,674,929
Errol Ginsberg	2,857,761	4,220,671	34,739	7,113,171
Dennis J. Cox	807,500	2,661,446	34,739	3,503,685
Hans-Peter Klaey ⁽⁴⁾	—	—	—	—

61. In addition to the other stated conflicts, the Proxy further provides that “it is expected that certain of [the Company’s] executive officers may, prior to or upon completion of the merger, enter into new employment arrangements with Keysight, with the surviving corporation, or with one of their respective affiliates.” The Preliminary Proxy fails to disclose who took part in any communications regarding post-transaction employment and when such communications took place.

62. Further, the Preliminary Proxy provides, “In connection with the execution of the merger agreement, the Company and Keysight have entered into a Voting and Support Agreement, dated as of January 30, 2017 (each, a “support agreement”), with each of (i) Laurent Asscher and Katelia Capital Group Ltd. and (ii) Errol Ginsberg and The Errol Ginsberg and Annette R. Michelson Family Trust dated October 13, 1999 (the persons referenced in clauses (i) and (ii), collectively, the “Company major shareholders”). Mr. Asscher is member of the Ixia board, and Errol Ginsberg is the Chairman of the Ixia board and our Chief Innovation Officer.”

63. The Voting and Support Agreement referenced above amounts to almost 23% of the outstanding shares of the Company.

64. Thus, while the Proposed Acquisition is not in the best interests of Ixia stockholders, it will produce lucrative benefits for the Company’s officers and directors.

The Materially Misleading and/or Incomplete Proxy

65. On February 15, 2017, the Company filed with the SEC a materially misleading and incomplete Preliminary Proxy that failed to provide the Company’s stockholders with material information and/or provides them with materially misleading information critical to the total mix of information available to the Company’s stockholders concerning the financial and procedural fairness of the Proposed Transaction.

1 Omissions and/or Material Misrepresentations Concerning the Sales Process Leading up
 2 to the Proposed Transaction

3 66. Specifically, the Preliminary Proxy fails to provide material information
 4 concerning the process conducted by the Company and the events leading up to the Proposed
 5 Transaction.

6 Omissions and/or Material Misrepresentations Concerning Ixia's Financial Projections

7 67. The Preliminary Proxy fails to provide material information concerning financial
 8 projections provided by Ixia's management, reviewed with Ixia and relied upon by Deutsche Bank
 9 in its analyses. Courts have uniformly stated that "projections ... are probably among the most
 10 highly-prized disclosures by investors. Investors can come up with their own estimates of discount
 11 rates or [] market multiples. What they cannot hope to do is replicate management's inside view
 12 of the company's prospects." *In re Netsmart Techs., Inc. S'holders Litig.*, 924 A.2d 171, 201-203
 13 (Del. Ch. 2007).

14 68. The Preliminary Proxy discloses several non-GAAP accounting metrics including
 15 Adjusted EBITDA, Adjusted EPS and Unlevered Free Cash Flow. However, providing these non-
 16 GAAP metrics without reconciling the non-GAAP projections to GAAP measures, makes the
 17 provided disclosures materially incomplete and misleading.

18 69. Because of the non-standardized and potentially manipulative nature of non-GAAP
 19 measures, when a company discloses information in a Recommendation Statement that includes
 20 non-GAAP financial measures, the Company must also disclose comparable GAAP measures and
 21 a quantitative reconciliation of forward-looking information. 17 C.F.R. § 244.100.

22 70. The Preliminary Proxy also fails to disclose the following Company projections:

- 23 (i) Taxes;
- 24 (ii) Capital expenditures;
- 25 (iii) Change in working capital;
- 26 (iv) Operating expense;
- 27 (v) Depreciation and amortization; and
- 28 (vi) Stock based compensation.

1 71. Finally, the Preliminary Proxy fails to disclose how Deutsche Bank calculated the
2 after-tax unlevered free cash flow amounts for fiscal years ended December 31, 2020 and 2021,
3 including, the “assumptions approved for use by Ixia, which amounts were approved for Deutsche
4 Bank’s use by Ixia.”

5 72. Without accurate projection data presented in the Preliminary Proxy, the Plaintiff
6 and other stockholders of Ixia are unable to properly evaluate the Company’s true worth, the
7 accuracy of Deutsche Bank’s financial analyses, or make an informed decision whether to vote
8 their Company stock in the Proposed Acquisition.

9 Omissions and/or Material Misrepresentations Concerning Deutsche Bank’s Financial
10 Analyses

11 73. In the Preliminary Proxy, Deutsche Bank describes its fairness opinion and the
12 various valuation analyses it performed to render its opinion. However, Deutsche Bank description
13 fails to include necessary underlying data, support for conclusions, or the existence of, or basis for,
14 underlying assumptions. Without this information, one cannot replicate the analyses, confirm the
15 valuations or evaluate the fairness opinion.

16 74. For example, the Preliminary Proxy does not disclose material details concerning
17 the analyses performed by Deutsche Bank in connection with the Proposed Transaction, including
18 (among other things):

19 Discounted Cash Flow Analysis (Preliminary Proxy at 45)

20 a. The individual inputs and assumptions utilized by Deutsche Bank to
21 derive the discount rate range of 10.0% - 12%.

22 b. The inputs and assumptions utilized by Deutsche Bank to derive the
23 range of perpetuity growth rates of 2.5% to 3.5%.

24 Selected Companies Analysis – (Preliminary Proxy at 43-44)

25 a. The financial metrics and multiples for each of the selected
26 companies observed in the analysis.

27 b. Whether Deutsche Bank performed any type of benchmarking
28 analyses for Ixia in relation to the selected public companies?

Selected Transactions Analysis (Preliminary Proxy at 44-45)

a. The transaction price for each of the selected transactions.

b. The financial metrics and multiples for each of the selected transactions observed in the analysis.

c. Whether Deutsche Bank perform any type of benchmarking analyses for Ixia in relation to the selected transactions.

75. Without the omitted information identified above, Ixia's public stockholders are missing critical information necessary to evaluate whether the proposed consideration truly maximizes stockholder value and serves their interests. Moreover, without the key financial information and related disclosures, Ixia's public stockholders cannot gauge the reliability of Deutsche Bank's fairness opinion and the Board's determination that the Proposed Transaction is in their best interests.

76. Accordingly, Plaintiff seeks injunctive and other equitable relief to prevent the irreparable injury that Company stockholders will continue to suffer absent judicial intervention.

CLASS ACTION ALLEGATIONS

77. Plaintiff brings this action as a class action, pursuant to FRCP 23, individually and on behalf of all holders of Ixia common stock who are being and will be harmed by the Individual Defendants' actions, described herein (the "Class"). Excluded from the Class are Defendants and any person, firm, trust, corporation or other entity related to or affiliated with any Defendant.

78. This action is properly maintainable as a class action.

79. The Class is so numerous that joinder of all members is impracticable. As of February 21, 2017, there were over 82 million common shares of Ixia stock outstanding, resulting in hundreds, if not thousands of stockholders.

80. There are questions of law and fact which are common to the Class including, *inter alia*, the following:

a. Whether the Proposed Acquisition is unfair to the Class;

b. Whether Plaintiff and the other members of the Class would be irreparably damaged were the transactions complained of herein consummated;

1 c. Whether Defendants violated Federal laws;

2 d. Whether the Individual Defendants are acting in furtherance of their own
3 self-interest to the detriment of the Class; and

4 e. Whether Defendants have disclosed and will disclose all material facts in
5 connection with the Proposed Acquisition.

6 81. Plaintiff is committed to prosecuting this action and has retained competent counsel
7 experienced in litigation of this nature. Plaintiff's claims are typical of the claims of the other
8 members of the Class and Plaintiff has the same interests as the other members of the Class.
9 Accordingly, Plaintiff is an adequate representative of the Class and will fairly and adequately
10 protect the interests of the Class.

11 82. The prosecution of separate actions by individual members of the Class would
12 create the risk of inconsistent or varying adjudications with respect to individual members of the
13 Class which would establish incompatible standards of conduct for Defendants, or adjudications
14 with respect to individual members of the Class which would as a practical matter be dispositive
15 of the interests of the other members not parties to the adjudications or substantially impair or
16 impede their ability to protect their interests.

17 83. Defendants have acted, or refused to act, on grounds generally applicable to, and
18 causing injury to the Class and, therefore, preliminary and final injunctive relief on behalf of the
19 Class as a whole is appropriate.

20 **FIRST COUNT**

21 **On Behalf of Plaintiff and the Class for Violations of Section 14(a) of the Exchange Act and**
22 **Rule 14a-9 Promulgated Thereunder**
Against Ixia and the Individual Defendants

23 84. Plaintiff repeats all previous allegations as if set forth in full herein.

24 85. The Individual Defendants have issued the Proxy with the intention of soliciting
25 stockholder support of the Merger.

26 86. Rule 14a-9, promulgated by the SEC pursuant to Section 14(a) of the Exchange Act
27 provides that a proxy statement shall not contain "any statement which, at the time and in the light
28 of the circumstances under which it is made, is false or misleading with respect to any material

fact, or which omits to state any material fact necessary in order to make the statements therein not false or misleading.” 17 C.F.R. 240.14a-9.

87. Specifically, the Preliminary Proxy violates Section 14(a) and Rule 14a-9 because it is materially misleading in numerous respects and omits material facts, including those set forth above. Moreover, in the exercise of reasonable care, the Individual Defendants should have known that the Preliminary Proxy is materially misleading and omits material facts that are necessary to render them non-misleading.

88. The Individual Defendants were at least negligent in filing the Proxy with these materially false and misleading statements.

89. The misrepresentations and omissions in the Proxy are material to Plaintiff, and Plaintiff will be deprived of her entitlement to cast a fully informed vote if such misrepresentations and omissions are not corrected prior to the vote on the Merger.

90. Because of the false and misleading statements in the Preliminary Proxy, Plaintiff is threatened with irreparable harm, rendering money damages inadequate. Therefore, injunctive relief is appropriate to ensure Defendants’ misconduct is corrected.

SECOND COUNT

On Behalf of the Plaintiff and the Class for Violations of Section 20(a) of the Exchange Act Against the Individual Defendants

91. Plaintiff brings this Exchange Act claim on behalf of himself as individuals and on behalf of all other Ixia stockholders.

92. Plaintiff incorporates each and every allegation set forth above as if fully set forth herein.

93. The Individual Defendants acted as controlling persons of Ixia within the meaning of Section 20(a) of the Exchange Act as alleged herein. By virtue of their positions as officers and/or directors of Ixia, and participation in and/or awareness of the Company operations and/or intimate knowledge of the false statements contained in the Preliminary Proxy filed with the SEC, they had the power to influence and control and did influence and control, directly or indirectly,

1 the decision making of the Company, including the content and dissemination of the various
2 statements which Plaintiff contends are false and misleading.

3 94. Each of the Individual Defendants were provided with or had unlimited access to
4 copies of the Preliminary Proxy and other statements alleged by Plaintiff to be misleading prior to
5 and/or shortly after these statements were issued and had the ability to prevent the issuance of the
6 statements or cause the statements to be corrected.

7 95. In particular, each of the Individual Defendants had direct and supervisory
8 involvement in the day-to-day operations of the Preliminary Proxy, and, therefore, is presumed to
9 have had the power to control or influence the particular transactions giving rise to the securities
10 violations alleged herein, and exercised the same. The Preliminary Proxy at issue contains the
11 unanimous recommendation of each of the Individual Defendants to approve the Merger. They
12 were, thus, directly involved in the making of this document.

13 96. In addition, as the Preliminary Proxy sets forth at length, and as described herein,
14 the Individual Defendants were each involved in negotiating, reviewing, and approving the
15 Merger. The Preliminary Proxy purports to describe the various issues and information that the
16 Individual Defendants reviewed and considered. The Individual Defendants participated in
17 drafting and/or gave their input on the content of those descriptions.

18 97. By virtue of the foregoing, the Individual Defendants have violated Section 20(a)
19 of the Exchange Act.

20 98. As set forth above, the Individual Defendants had the ability to exercise control
21 over and did control a person or persons who have each violated Section 14(a) and SEC Rule 14a-
22 9, by their acts and omissions as alleged herein. By virtue of their positions as controlling persons,
23 these defendants are liable pursuant to Section 20(a) of the Exchange Act. As a direct and
24 proximate result of Individual Defendants' conduct, Plaintiff and the Class will be irreparably
25 harmed.

26 WHEREFORE, Plaintiff demands injunctive relief, in her favor and in favor of the Class,
27 and against the Defendants, as follows:
28

1 A. Declaring that this action is properly maintainable as a class action,
2 certifying Plaintiff as Class representative and certifying her counsel as class counsel;

3 B. Preliminarily and permanently enjoining Defendants, their agents, counsel,
4 employees and all persons acting in concert with them from consummating the Proposed
5 Acquisition;

6 C. Awarding Plaintiff the costs and disbursements of this action, including
7 reasonable attorneys' and experts' fees; and

8 D. Granting such other and further equitable relief as this Court may deem just
9 and proper.

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff hereby demands a jury on all issues which can be heard by a jury.

12 Dated: March 8, 2017

BRODSKY & SMITH, LLC

13
14 By: /s/ Evan J. Smith
15 Evan J. Smith (SBN242352)
16 9595 Wilshire Boulevard, Suite 900
17 Beverly Hills, CA 90212
18 Telephone: (877) 534-2590
19 Facsimile: (310) 247-0160

20 *Attorneys for Plaintiff*
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27
28

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**I. (a) PLAINTIFFS** (Check box if you are representing yourself ☐)

SUNANDA KRISHNA, on behalf of himself and all others similarly situated

DEFENDANTS (Check box if you are representing yourself ☐)

IXIA, ERROL GINSBERG, BETHANY MAYER, LAURENT ASSCHER, JONATHAN FRAM, GAIL HAMILTON, ILAN DASKAL KEYSIGHT TECHNOLOGIES, INC. and KEYSIGHT ACQUISITIONS, INC.

(b) County of Residence of First Listed Plaintiff Monmouth, NJ

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Los Angeles, CA

(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

Brodsky & Smith, LLC
9595 Wilshire Blvd., Suite 900
Beverly Hills, CA 90212
877-534-2590

Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

II. BASIS OF JURISDICTION (Place an X in one box only.)☐ 1. U.S. Government Plaintiff☒ 3. Federal Question (U.S. Government Not a Party)☐ 2. U.S. Government Defendant☐ 4. Diversity (Indicate Citizenship of Parties in Item III)**III. CITIZENSHIP OF PRINCIPAL PARTIES**-For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. ORIGIN (Place an X in one box only.)☒ 1. Original Proceeding ☐ 2. Removed from State Court ☐ 3. Remanded from Appellate Court ☐ 4. Reinstated or Reopened ☐ 5. Transferred from Another District (Specify) ☐ 6. Multi-District Litigation**V. REQUESTED IN COMPLAINT: JURY DEMAND:** ☒ Yes ☐ No (Check "Yes" only if demanded in complaint.)**CLASS ACTION under F.R.Cv.P. 23:** ☒ Yes ☐ No **MONEY DEMANDED IN COMPLAINT: \$** _____**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
Section 27 of the Exchange Act (15 U.S.C. § 78aa)), as this Complaint alleges violations of Section 14(a) and 20(a) of the Exchange Act**VII. NATURE OF SUIT** (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	Habeas Corpus:	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument	TORTS	PERSONAL PROPERTY	<input type="checkbox"/> 530 General	SOCIAL SECURITY
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	PERSONAL INJURY	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 371 Truth in Lending	Other:	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 330 Fed. Employers' Liability	BANKRUPTCY	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 865 RSI (405 (g))
<input checked="" type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	FEDERAL TAX SUITS
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE/PENALTY	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 350 Motor Vehicle	CIVIL RIGHTS	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	REAL PROPERTY	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 440 Other Civil Rights	LABOR	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 950 Constitutionality of State Statutes		<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 751 Family and Medical Leave Act	
		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 790 Other Labor Litigation	
			<input type="checkbox"/> 448 Education	<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

FOR OFFICE USE ONLY:

Case Number:

CV-71 (10/14)

CIVIL COVER SHEET

Page 1 of 3

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

QUESTION A: Was this case removed from state court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo		Western
	<input type="checkbox"/> Orange		Southern
	<input type="checkbox"/> Riverside or San Bernardino		Eastern

QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question C. If "yes," answer Question B.1, at right.	B.1. Do 50% or more of the defendants who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> ➡	YES. Your case will initially be assigned to the Southern Division. <input type="checkbox"/> Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question B.2.
	B.2. Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> ➡	YES. Your case will initially be assigned to the Eastern Division. <input type="checkbox"/> Enter "Eastern" in response to Question E, below, and continue from there. NO. Your case will initially be assigned to the Western Division. <input type="checkbox"/> Enter "Western" in response to Question E, below, and continue from there.

QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question D. If "yes," answer Question C.1, at right.	C.1. Do 50% or more of the plaintiffs who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> ➡	YES. Your case will initially be assigned to the Southern Division. <input type="checkbox"/> Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question C.2.
	C.2. Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> ➡	YES. Your case will initially be assigned to the Eastern Division. <input type="checkbox"/> Enter "Eastern" in response to Question E, below, and continue from there. NO. Your case will initially be assigned to the Western Division. <input type="checkbox"/> Enter "Western" in response to Question E, below, and continue from there.

QUESTION D: Location of plaintiffs and defendants?	A. Orange County	B. Riverside or San Bernardino County	C. Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

D.1. Is there at least one answer in Column A? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes," your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question E, below, and continue from there. If "no," go to question D2 to the right. ➡	D.2. Is there at least one answer in Column B? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes," your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question E, below. If "no," your case will be assigned to the WESTERN DIVISION. Enter "Western" in response to Question E, below. ↓
--	--

QUESTION E: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, C, or D above: ➡	WESTERN

QUESTION F: Northern Counties?
Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

IX(a). IDENTICAL CASES: Has this action been previously filed in this court?

☒ NO ☐ YES

If yes, list case number(s):

IX(b). RELATED CASES: Is this case related (as defined below) to any civil or criminal case(s) previously filed in this court?

☐ NO ☒ YES

If yes, list case number(s): Witmer v. Ixia, et al., 2:17-cv-01483-R-AFM

Civil cases are related when they (check all that apply):

- ☒ A. Arise from the same or a closely related transaction, happening, or event;
- ☒ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☒ C. For other reasons would entail substantial duplication of labor if heard by different judges.

Note: That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

A civil forfeiture case and a criminal case are related when they (check all that apply):

- ☐ A. Arise from the same or a closely related transaction, happening, or event;
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. Involve one or more defendants from the criminal case in common and would entail substantial duplication of labor if heard by different judges.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT): /s/ Evan J. Smith

DATE: March 8, 2017

Notice to Counsel/Parties: The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))

PLAINTIFF'S CERTIFICATION

I, Mrs. Sunanda Krishna ("Plaintiff"), declare under penalty of perjury, as to the claims asserted under the federal securities laws, that

1 Plaintiff has reviewed the complaint and authorized the commencement of an action on Plaintiff's behalf

2 Plaintiff did not purchase the security that is the subject of this action at the direction of plaintiff's counsel or in order to participate in this private action

3 Plaintiff is willing to serve as a representative party on behalf of the class, including providing testimony at deposition and trial, if necessary


4 Plaintiff's transactions in IXIA of securities during the Class Period specified in the Complaint are as follows (use additional sheet if necessary)

<u>Date</u>	<u># of Shares Purchased</u>	<u># of Shares Sold</u>	<u>Price</u>
7/1/2012	1250		10.15
7/1/2012	1000		10.15

5. During the three years prior to the date of this Certificate, Plaintiff has not sought to serve or served as a representative party for a class in an action filed under the federal securities laws. [Or, Plaintiff has served as a class representative in the action(s) listed as follows:]

6. Plaintiff will not accept any payment for serving as a representative party on behalf of the class beyond the Plaintiff's pro rata share of any recovery, except such reasonable costs and expenses (including lost wages) directly relating to the representation of the class as ordered or sanctioned by the court

I declare under penalty of perjury that the foregoing is true and correct. Executed
this 1st day of March, 2017.

Sign Name: 
Print Name: Sunanda Krishna
Address: 16 Kinney Rd.
City, State, Zip Code: Manalapan, NJ 07726
County: Monmouth, NJ

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Ixia and Others Face Securities Class Action](#)
