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16 UNITED STATES DISTRICT COURT
 17 NORTHERN DISTRICT OF CALIFORNIA
 18 SAN FRANCISCO DIVISION

19 DANIEL LUNA, Individually and on Behalf of)	Case No. 3:15-cv-05447-WHA
20 All Others Similarly Situated,)	
21 Plaintiff,)	(Consolidated)
22 vs.)	<u>CLASS ACTION</u>
23 MARVELL TECHNOLOGY GROUP, LTD.,)	STIPULATION OF SETTLEMENT
24 et al.,)	
25 Defendants.)	

1 This Stipulation of Settlement dated December 19, 2017 (the “Stipulation”), is made and
2 entered into by and among: (i) Lead Plaintiff Plumbers and Pipefitters National Pension Fund (“Lead
3 Plaintiff” or “Plumbers”), on behalf of itself and each of the Class Members (as defined herein), by
4 and through its counsel of record in the Litigation (as defined herein); and (ii) Defendants Marvell
5 Technology Group, Ltd. (“Marvell” or the “Company”) and Sehat Sutardja (collectively,
6 “Defendants”), by and through their respective counsel of record in the Litigation. The Stipulation is
7 intended to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined
8 herein) as against all Released Persons (as defined herein), subject to the approval of the Court and
9 the terms and conditions set forth in this Stipulation.

10 **I. THE LITIGATION**

11 This is a consolidated securities class action brought against Defendants by Lead Plaintiff
12 individually and on behalf of all persons or entities who purchased or otherwise acquired Marvell
13 common stock from February 19, 2015 through December 7, 2015 (the “Class Period”). The initial
14 complaint in this action was filed on September 11, 2015, in the United States District Court for the
15 Southern District of New York. On November 18, 2015, the case was transferred to the United
16 States District Court for the Northern District of California (the “Court”). On February 8, 2016, the
17 Court appointed Plumbers as lead plaintiff, and its counsel, Robbins Geller Rudman & Dowd LLP
18 (“Robbins Geller”), was appointed lead counsel. ECF No. 53.

19 Lead Plaintiff filed the Consolidated Class Action Complaint for Violations of the Federal
20 Securities Laws on March 18, 2016. ECF No. 55. The complaint alleged violations of §10(b) of the
21 Securities Exchange Act of 1934 (the “Exchange Act”) by Defendants and former defendants
22 Michael Rashkin and Sukhi Nagesh (the “Former Defendants”), and §20(a) of the Exchange Act by
23 Sutardja and the Former Defendants. Lead Plaintiff alleged that Defendants and the Former
24 Defendants made materially false and misleading statements and/or failed to disclose adverse
25 information regarding Marvell’s business, operations, and prospects, including, among other things,
26 that Marvell reported revenue and earnings during the Class Period that were misleading as a result
27 of undisclosed pull-in sales, and which caused the price of Marvell common stock to be artificially
28 inflated. Defendants have consistently denied these allegations and any wrongdoing. Following

1 briefing on Defendants’ and the Former Defendants’ motions to dismiss and oral argument, the
2 Court, on October 12, 2016, granted the motions to dismiss with leave to amend. ECF No. 98.

3 Lead Plaintiff filed the Consolidated Amended Class Action Complaint for Violations of the
4 Federal Securities Laws (the “Complaint”) on November 28, 2016. ECF No. 104.

5 Defendants and the Former Defendants moved to dismiss the Complaint, which the Court
6 granted in part and denied in part. ECF No. 138. More specifically, the Court denied the motions of
7 Marvell and Sutardja, but granted the motions of the Former Defendants. Thereafter, on May 31,
8 2017, Defendants filed their answers, which denied all claims in the Complaint and asserted certain
9 defenses thereto. ECF Nos. 144, 145.

10 Thereafter, Lead Plaintiff and Defendants engaged in extensive discovery. Lead Plaintiff
11 pursued documents from Defendants and third parties, resulting in the production of over two
12 million pages of documents. The parties also litigated a discovery dispute involving privilege
13 relating to Marvell’s Audit Committee Investigation. Lead Plaintiff deposed 10 current or former
14 Marvell employees and/or accountants, and, at the time this settlement was reached, was preparing
15 for 5 additional fact witness depositions. The parties had also exchanged extensive written
16 discovery.

17 On August 2, 2017, Lead Plaintiff moved to certify the Class, to appoint Plumbers as class
18 representative, and to appoint Robbins Geller as class counsel. ECF No. 160. Briefing on the
19 motion concluded on September 14, 2017, and the Court heard oral argument on October 26, 2017.
20 In connection with class certification, the parties had engaged in significant class discovery,
21 including the depositions of a representative from Plumbers, its economic expert and its investment
22 manager, and preparation and exchange of the reports of experts in market efficiency, damages
23 methodologies, and price impact. The Court granted the motion for class certification in part on
24 October 27, 2017. ECF No. 202.

25 On December 12, 2017, the parties engaged in an in-person settlement conference before
26 Magistrate Judge Joseph C. Spero, pursuant to an order of the Court. ECF No. 155. The settlement
27 conference was preceded by submission of settlement conference statements and exhibits by each
28 party. The parties engaged in arm’s-length negotiations during the mediation session, and reached

1 an agreement-in-principle to resolve the Litigation on the terms set forth herein, subject to approval
2 by the Court.

3 **II. LEAD PLAINTIFF'S CLAIMS AND THE BENEFITS OF SETTLEMENT**

4 Lead Plaintiff believes that the claims asserted in the Litigation have merit and that the
5 evidence developed to date supports the claims. However, Lead Plaintiff and its counsel recognize
6 and acknowledge the expense and length of continued proceedings necessary to prosecute the
7 Litigation against Defendants through trial and through appeals. Lead Plaintiff and its counsel also
8 have taken into account the uncertain outcome and the risk of any litigation, especially in complex
9 actions such as this Litigation, as well as the difficulties and delays inherent in such litigation. Lead
10 Plaintiff and its counsel also are mindful of the inherent problems of proof under and possible
11 defenses to the securities law violations asserted in the Litigation. Lead Plaintiff and its counsel
12 believe that the settlement set forth in the Stipulation confers substantial benefits upon the Class.
13 Based on their evaluation, Lead Plaintiff and its counsel have determined that the settlement set forth
14 in the Stipulation is in the best interests of Lead Plaintiff and the Class.

15 **III. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY**

16 Defendants have denied and continue to deny each and all of the claims alleged by Lead
17 Plaintiff and the Class in the Litigation. Defendants expressly have denied and continue to deny all
18 charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or
19 omissions alleged, or that could have been alleged, in the Litigation. Defendants also have denied
20 and continue to deny, among other allegations, the allegations that the Lead Plaintiff or the Class
21 have suffered any damage, that the price of Marvell common stock was artificially inflated by
22 reasons of alleged misrepresentations, non-disclosures or otherwise, or that the Lead Plaintiff or the
23 Class were harmed by the conduct alleged in the Litigation. Defendants believe that the evidence
24 developed to date supports their position that they acted properly at all times and that the Litigation
25 is without merit. In addition, Defendants maintain that they have meritorious defenses to all claims
26 alleged in the Litigation.

27 Nonetheless, Defendants have concluded that further conduct of the Litigation could be
28 protracted and expensive. Defendants also have taken into account the uncertainty and risks inherent

1 in any litigation, especially in complex cases such as this Litigation. Defendants have, therefore,
2 determined that it is desirable and beneficial to them that the Litigation be fully and finally settled in
3 the manner and upon the terms and conditions set forth in this Stipulation.

4 **IV. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT**

5 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Lead
6 Plaintiff (for itself and the Class Members) and Defendants, by and through their respective counsel
7 or attorneys of record, that, subject to the approval of the Court, the Litigation and the Released
8 Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be
9 dismissed with prejudice, as to all Settling Parties and their Related Parties (as defined below), upon
10 and subject to the terms and conditions of the Stipulation, as follows.

11 **1. Definitions**

12 As used in the Stipulation the following terms have the meanings specified below:

13 1.1 “Authorized Claimant” means any Class Member whose claim for recovery has been
14 allowed pursuant to the terms of the Stipulation.

15 1.2 “Claims Administrator” means the firm of Gilardi & Co. LLC.

16 1.3 “Class” means all Persons and entities who purchased or otherwise acquired the
17 common stock of Marvell during the period from February 19, 2015 through December 7, 2015,
18 inclusive, and were damaged thereby. Excluded from the Class are investors who sold all of their
19 Marvell shares prior to September 11, 2015, and the Defendants, present or former executive officers
20 of Marvell and their immediate family members (as defined in 17 C.F.R. §229.404, Instructions
21 1(a)(iii) and 1(b)(ii)). Also excluded from the Class are those Persons who timely and validly
22 request exclusion from the Class.

23 1.4 “Class Member” or “Member of the Class” mean a Person who falls within the
24 definition of the Class as set forth in ¶1.3 above.

25 1.5 “Class Period” means the period from February 19, 2015 through December 7, 2015,
26 inclusive.

27 1.6 “Defendants” means Marvell and Sehat Sutardja.
28

1 1.7 “Effective Date,” or the date upon which this settlement becomes “effective,” means
2 the date by which all of the events and conditions specified in ¶7.1 of the Stipulation have been met
3 and have occurred.

4 1.8 “Escrow Account” means the segregated and separate escrow account designated and
5 controlled by the Escrow Agent at one or more national banking institutions into which the
6 Settlement Amount will be deposited for the benefit of the Class.

7 1.9 “Escrow Agent” means the law firm of Robbins Geller Rudman & Dowd LLP or its
8 successor(s).

9 1.10 “Final” means when the last of the following with respect to the Judgment approving
10 the Stipulation, substantially in the form of Exhibit B attached hereto, shall occur: (a) the expiration
11 of the time to file a motion to alter or amend the Judgment under Federal Rule of Civil Procedure
12 59(e) without any such motion having been filed; (b) the time in which to appeal the Judgment has
13 passed without any appeal having been taken; and (c) if a motion to alter or amend is filed or if an
14 appeal is taken, immediately after the determination of that motion or appeal so that it is no longer
15 subject to any further judicial review or appeal whatsoever, whether by reason of affirmance by a
16 court of last resort, lapse of time, voluntary dismissal of the appeal or otherwise in such a manner as
17 to permit the consummation of the settlement substantially in accordance with the terms and
18 conditions of this Stipulation. For purposes of this paragraph, an “appeal” shall include any petition
19 for a writ of certiorari or other writ that may be filed in connection with approval or disapproval of
20 this settlement, but shall not include any appeal which concerns only the issue of Lead Plaintiff’s
21 counsel’s attorneys’ fees and expenses, the Plan of Allocation of the Net Settlement Fund, as
22 hereinafter defined, or the procedures for determining Authorized Claimants’ recognized claims.

23 1.11 “Judgment” means the Judgment to be rendered by the Court, substantially in the
24 form attached hereto as Exhibit B.

25 1.12 “Lead Counsel” means Robbins Geller Rudman & Dowd LLP, 655 West Broadway,
26 Suite 1900, San Diego, CA 92101.

27 1.13 “Lead Plaintiff” means Plumbers and Pipefitters National Pension Fund.
28

1 1.14 “Lead Plaintiff’s Counsel” means any counsel who have appeared in the Litigation on
2 behalf of Lead Plaintiff or the Class.

3 1.15 “Litigation” means the action captioned *Luna v. Marvell Technology Group, Ltd., et*
4 *al.*, Case No. 3:15-cv-05447-WHA.

5 1.16 “Marvell” means Marvell Technology Group, Ltd.

6 1.17 “Net Settlement Fund” means the Settlement Fund less any attorneys’ fees and
7 expenses provided for herein or approved by the Court and less Notice and Administration Expenses,
8 Taxes and Tax Expenses, and other Court-approved deductions.

9 1.18 “Notice” means the Notice of Proposed Settlement of Class Action, which, subject to
10 approval of the Court, shall be substantially in the form attached hereto as Exhibit A-1.

11 1.19 “Notice and Administration Expenses” means reasonable costs and expenses
12 incurred in connection with providing notice to the Class, locating Class Members, soliciting claims,
13 assisting with the submission of claims, processing Proof of Claim and Release forms, administering
14 and distributing the Net Settlement Fund to Authorized Claimants, and paying escrow fees and costs,
15 if any.

16 1.20 “Person” means an individual, corporation, limited liability corporation, professional
17 corporation, partnership, limited partnership, limited liability partnership, association, joint stock
18 company, joint venture, estate, legal representative, trust, unincorporated association, government or
19 any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs,
20 predecessors, successors, representatives, or assigns.

21 1.21 “Plan of Allocation” means a plan or formula of allocation of the Net Settlement
22 Fund whereby the Net Settlement Fund shall be distributed to Authorized Claimants. Any Plan of
23 Allocation is not part of the Stipulation and neither Defendants nor their Related Parties shall have
24 any responsibility or liability with respect thereto and any order or proceeding relating to the Plan of
25 Allocation shall not operate to terminate or cancel this Stipulation or affect the finality of the
26 Judgment.

27
28

1 1.22 “Preliminary Approval Order” means the Order Preliminarily Approving Settlement
2 and Providing for Notice as approved by the Court, substantially in the form attached hereto as
3 Exhibit A.

4 1.23 “Proof of Claim and Release” means a Proof of Claim and Release, which, subject to
5 approval of the Court, shall be substantially in the form attached hereto as Exhibit A-2.

6 1.24 “Related Parties” means, as applicable, each of a Defendant’s respective present and
7 former parents, subsidiaries, divisions, joint ventures, affiliates, and each of their and Defendants’
8 respective present and former employees, members, partners, principals, agents, officers, directors,
9 controlling shareholders, attorneys, advisors, accountants, auditors, financial or investment advisors
10 or consultants, banks or investment bankers, personal or legal representatives, insurers, co-insurers,
11 reinsurers, related or affiliated entities, predecessors, successors, spouses, estates, heirs, executors,
12 trusts, trustees, administrators, agents, representatives, and assigns, in their capacity as such, any
13 entity in which a Defendant has a controlling interest, any member of Sutardja’s immediate family,
14 and any trust in which Sutardja is the settlor or which is for the benefit of any Defendant and/or
15 member(s) of his family.

16 1.25 “Released Claims” means any and all claims, rights, causes of action, liabilities,
17 actions, suits, damages, or demands (including Unknown Claims as defined in ¶1.33 herein) of any
18 kind whatsoever, that Lead Plaintiff or any other Class Member has that relate in any way to the
19 purchase or acquisition of Marvell common stock by Class Members during the Class Period and
20 either: (a) arise out of or are based upon or related to the facts alleged or the claims or allegations set
21 forth in the Litigation; or (b) relate in any way to any violation of the Exchange Act or any other
22 state, federal or foreign jurisdiction’s securities or other laws, any misstatement, omission or
23 disclosure (including in financial statements), or any other alleged wrongdoing or misconduct by the
24 Released Persons. Notwithstanding the foregoing, “Released Claims” does not include claims
25 relating to the enforcement of the settlement.

26 1.26 “Released Persons” means each and all of the Defendants or Former Defendants and
27 their Related Parties.

28

1 1.27 “Settlement Amount” means Seventy-Two Million Five Hundred Thousand Dollars
2 (\$72,500,000.00) in cash to be paid to the Escrow Agent by wire transfer, check, or as otherwise
3 agreed pursuant to ¶2.1 of this Stipulation.

4 1.28 “Settlement Fund” means the Settlement Amount plus all interest and accretions
5 thereto and which may be reduced by payments or deductions as provided herein or by Court order.

6 1.29 “Settlement Hearing” means the hearing to be held by the Court to determine whether
7 the proposed settlement is fair, reasonable, and adequate and should be approved.

8 1.30 “Settling Parties” means, collectively, Defendants, Lead Plaintiff, and the Class.

9 1.31 “Summary Notice” means the Summary Notice for publication, which, subject to
10 approval of the Court, shall be substantially in the form attached hereto as Exhibit A-3.

11 1.32 “Tax” or “Taxes” mean any and all taxes, fees, levies, duties, tariffs, imposts, and
12 other charges of any kind (together with any and all interest, penalties, additions to tax and
13 additional amounts imposed with respect thereto) imposed by any governmental authority.

14 1.33 “Unknown Claims” means any Released Claims which Lead Plaintiff or Class
15 Members do not know or suspect to exist in his, her or its favor at the time of the release of the
16 Released Persons which, if known by him, her or it, might have affected his, her or its settlement with
17 and release of the Released Persons, or might have affected his, her or its decision not to object to this
18 settlement or seek exclusion from the Class. With respect to any and all Released Claims, the Settling
19 Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff shall expressly waive and each
20 of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly
21 waived the provisions, rights, and benefits of California Civil Code §1542 and any law of any state or
22 territory of the United States, or principle of common law, which is similar, comparable, or equivalent
23 to California Civil Code §1542, which provides:

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

28 Lead Plaintiff and Class Members may hereafter discover facts in addition to or different from those
which he, she or it now knows or believes to be true with respect to the subject matter of the

1 Released Claims, but Lead Plaintiff shall expressly settle and release and each Class Member, upon
2 the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully,
3 finally, and forever settled and released any and all Released Claims, known or unknown, suspected
4 or unsuspected, contingent or non-contingent, disclosed or undisclosed, matured or unmatured,
5 whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of
6 law or equity now existing or coming into existence in the future, including, but not limited to,
7 conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule,
8 without regard to the subsequent discovery or existence of such different or additional facts. Lead
9 Plaintiff acknowledges, and the Class Members shall be deemed by operation of the Judgment to
10 have acknowledged, that the foregoing waiver was separately bargained for and a key element of the
11 settlement of which this release is a part.

12 **2. The Settlement**

13 **a. The Settlement Amount**

14 2.1 Within twenty (20) business days after the entry of an order granting preliminary
15 settlement approval, Marvell will pay or cause to be paid the Settlement Amount on behalf of
16 Defendants in accordance with the instructions to be provided by the Escrow Agent. The Settlement
17 Amount may be paid by wire transfer, by delivering to the Escrow Agent a check or checks payable
18 to the Settlement Fund, by any combination of those methods, or in any other manner agreed upon
19 by Lead Plaintiff and Marvell. Within one (1) day of execution of this Stipulation, Lead Counsel
20 will furnish to Marvell adequate payment instructions consisting of wire transfer instructions,
21 instructions for payment by check, and a completed IRS Form W-9 for the Settlement Fund,
22 including an address and tax ID number.

23 2.2 If the entire Settlement Amount is not timely paid to the Escrow Agent, Lead Plaintiff
24 may terminate the settlement but only if (a) Lead Counsel has notified Defendants' counsel in
25 writing of Lead Counsel's intention to terminate the settlement, and (b) the entire Settlement
26 Amount is not transferred to the Escrow Agent within ten (10) calendar days after Lead Counsel has
27 provided such written notice. Failure by Lead Counsel to timely furnish adequate payment
28 instructions to Marvell pursuant to ¶2.1 shall not be a basis for termination under this section and

1 any delay in providing such instructions shall extend the period in which the Settlement Amount will
2 be paid under ¶2.1 by an equivalent number of days.

3 2.3 The Escrow Agent shall deposit the Settlement Amount plus any accrued interest in a
4 segregated Escrow Account maintained by the Escrow Agent.

5 2.4 Other than the obligation of Marvell to cause the payment of the Settlement Amount
6 pursuant to ¶2.1, the Released Persons shall have no obligation to make any other payments into the
7 Escrow Account or to any Class Member or Lead Counsel pursuant to this Stipulation.

8 **b. The Escrow Agent**

9 2.5 The Escrow Agent shall invest the Settlement Amount deposited pursuant to ¶2.1
10 hereof in United States Agency or Treasury Securities or other instruments backed by the Full Faith
11 & Credit of the United States Government or an Agency thereof, or fully insured by the United
12 States Government or an Agency thereof and shall reinvest the proceeds of these instruments as they
13 mature in similar instruments at their then-current market rates. All risks related to the investment of
14 the Settlement Fund in accordance with the investment guidelines set forth in this paragraph shall be
15 borne by the Settlement Fund and the Released Persons shall have no responsibility for, interest in,
16 or liability whatsoever with respect to investment decisions or the actions of the Escrow Agent, or
17 any transactions executed by the Escrow Agent.

18 2.6 The Escrow Agent shall not disburse the Settlement Fund except as provided in the
19 Stipulation, by an order of the Court, or with the written agreement of counsel for Defendants.

20 2.7 Subject to further order(s) and/or directions as may be made by the Court, or as
21 provided in the Stipulation, the Escrow Agent is authorized to execute such transactions as are
22 consistent with the terms of the Stipulation. The Released Persons shall have no responsibility for,
23 interest in, or liability whatsoever with respect to the actions of the Escrow Agent, or any transaction
24 executed by the Escrow Agent.

25 2.8 All funds held by the Escrow Agent shall be deemed and considered to be in *custodia*
26 *legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such
27 funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

28

1 2.9 The settlement is not a claims-made settlement. Upon the occurrence of the Effective
2 Date, no Defendant, or any other person or entity who or which paid any portion of the Settlement
3 Amount, shall have any right to the return of the Settlement Fund or any portion thereof for any
4 reason whatsoever (including, without limitation, the number of Proof of Claim and Release forms
5 submitted, the collective amount of recognized claims of Authorized Claimants, the percentage of
6 recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement
7 Fund), except as set forth in ¶7.8 below.

8 2.10 Prior to the Effective Date and without further order of the Court, up to \$350,000 of
9 the Settlement Fund may be used by Lead Counsel to pay reasonable Notice and Administration
10 Expenses actually incurred. After the Effective Date, Lead Counsel may pay all further reasonable
11 Notice and Administration Expenses, regardless of amount, without further order of the Court.

12 2.11 It shall be Lead Counsel’s sole responsibility to disseminate the Notice and Summary
13 Notice to the Class in accordance with this Stipulation and as ordered by the Court. Class Members
14 shall have no recourse as to the Released Persons with respect to any claims they may have that arise
15 from any failure of the notice process.

16 **c. Taxes**

17 2.12 (a) The Settling Parties and the Escrow Agent agree to treat the Settlement Fund
18 as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1. In
19 addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out
20 the provisions of this ¶2.12, including the “relation-back election” (as defined in Treas. Reg.
21 §1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the
22 procedures and requirements contained in such regulations. It shall be the responsibility of the
23 Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature
24 by all necessary parties, and thereafter to cause the appropriate filing to occur.

25 (b) For the purpose of §1.468B of the Internal Revenue Code of 1986, as
26 amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow
27 Agent. The Escrow Agent shall timely and properly file all informational and other tax returns
28 necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns

1 described in Treas. Reg. §1.468B-2(k)). Such returns (as well as the election described in ¶2.12(a)
2 hereof) shall be consistent with this ¶2.12 and in all events shall reflect that all Taxes (including any
3 estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out
4 of the Settlement Fund as provided in ¶2.12(c) hereof.

5 (c) All (i) Taxes (including any estimated Taxes, interest or penalties) arising
6 with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that
7 may be imposed upon the Released Persons or their counsel with respect to any income earned by
8 the Settlement Fund for any period during which the Settlement Fund does not qualify as a
9 “qualified settlement fund” for federal or state income tax purposes, and (ii) expenses and costs
10 incurred in connection with the operation and implementation of this ¶2.12 (including, without
11 limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and
12 expenses relating to filing (or failing to file) the returns described in this ¶2.12) (“Tax Expenses”),
13 shall be paid out of the Settlement Fund; in all events the Released Persons and their counsel shall
14 have no liability or responsibility for the Taxes or the Tax Expenses. The Escrow Agent, through the
15 Settlement Fund, shall indemnify and hold each of the Released Persons and their counsel harmless
16 for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such
17 indemnification). Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost
18 of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the
19 Settlement Fund without prior order from the Court and the Escrow Agent shall be authorized
20 (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized
21 Claimants any funds necessary to pay such amounts, including the establishment of adequate
22 reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be
23 withheld under Treas. Reg. §1.468B-2(1)(2)); neither the Released Persons nor their counsel are
24 responsible nor shall they have any liability for any Taxes or Tax Expenses. The parties hereto agree
25 to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent
26 reasonably necessary to carry out the provisions of this ¶2.12.

27
28

1 **d. Termination of Settlement**

2 2.13 In the event that the Stipulation is not approved or the Stipulation is terminated,
3 canceled, or fails to become effective for any reason, the Settlement Fund (including accrued
4 interest), less Notice and Administration Expenses or Taxes or Tax Expenses paid, incurred, or due
5 and owing in connection with the settlement provided for herein, shall be refunded pursuant to
6 written instructions from counsel for Marvell in accordance with ¶7.5 herein.

7 **3. Preliminary Approval Order and Settlement Hearing**

8 3.1 Promptly after execution of the Stipulation, Lead Counsel shall submit the Stipulation
9 together with its Exhibits to the Court and shall apply for entry of the Preliminary Approval Order,
10 substantially in the form of Exhibit A attached hereto, requesting, *inter alia*, the preliminary
11 approval of the settlement set forth in the Stipulation, and approval for the mailing of the settlement
12 Notice, approval of the form and content of the Proof of Claim and Release, and publication of the
13 Summary Notice, substantially in the forms of Exhibits A-1, A-2, and A-3 attached hereto. The
14 Notice shall include the general terms of the settlement set forth in the Stipulation, the proposed Plan
15 of Allocation, the general terms of the Fee and Expense Application, as defined in ¶6.1 hereof, and
16 the date of the Settlement Hearing.

17 3.2 Lead Counsel shall request that after notice is given, the Court hold the Settlement
18 Hearing and approve the settlement of the Litigation as set forth herein. At or after the Settlement
19 Hearing, Lead Counsel also will request that the Court approve the proposed Plan of Allocation and
20 the Fee and Expense Application.

21 **4. Releases**

22 4.1 Upon the Effective Date, as defined in ¶1.7 hereof, Lead Plaintiff shall, and each of
23 the Class Members shall be deemed to have, and by operation of the Judgment shall have, fully,
24 finally, and forever released, relinquished, and discharged all Released Claims against the Released
25 Persons, whether or not such Class Member executes and delivers the Proof of Claim and Release,
26 whether or not such Class Member shares in the Settlement Fund, and whether or not such Class
27 Member objects to the settlement. Claims to enforce the terms of this Stipulation are not released.
28

1 4.2 The Proof of Claim and Release to be executed by Class Members shall release all
2 Released Claims against the Released Persons and shall be substantially in the form contained in
3 Exhibit A-2 attached hereto.

4 4.3 Upon the Effective Date, as defined in ¶1.7 hereof, all Class Members and anyone
5 claiming through or on behalf of any of them, will be forever barred and enjoined from commencing,
6 instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law
7 or equity, arbitration tribunal, or administrative forum, asserting the Released Claims against any of
8 the Released Persons.

9 4.4 Upon the Effective Date, as defined in ¶1.7 hereof, each of the Released Persons shall
10 be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released,
11 relinquished, and discharged Lead Plaintiff, each and all of the Class Members, and Lead Plaintiff's
12 Counsel from all claims and causes of action of every nature and description (including Unknown
13 Claims) whether arising under federal, state, common or foreign law, that arise out of or relate in any
14 way to the institution, prosecution, or settlement of the claims against Defendants or the Former
15 Defendants, except for claims relating to the enforcement of the settlement.

16 **5. Administration and Calculation of Claims, Final Awards and**
17 **Supervision and Distribution of the Settlement Fund**

18 5.1 The Claims Administrator, subject to such supervision and direction of the Court as
19 may be necessary or as circumstances may require, shall administer and calculate the claims
20 submitted by Class Members and shall oversee distribution of the Net Settlement Fund to Authorized
21 Claimants.

22 5.2 The Settlement Fund shall be applied as follows:

- 23 (a) to pay all Notice and Administration Expenses;
- 24 (b) to pay the Taxes and Tax Expenses described in ¶2.12 hereof;
- 25 (c) to pay attorneys' fees and expenses of Lead Plaintiff's Counsel (the "Fee and
26 Expense Award"), if and to the extent allowed by the Court; and
- 27 (d) after the Effective Date, to distribute the Net Settlement Fund to Authorized
28 Claimants as allowed by the Stipulation, the Plan of Allocation, or the Court.

1 5.3 After the Effective Date, and in accordance with the terms of the Stipulation, the Plan
2 of Allocation, or such further approval and further order(s) of the Court as may be necessary or as
3 circumstances may require, the Net Settlement Fund shall be distributed to Authorized Claimants,
4 subject to and in accordance with the following.

5 5.4 Within one hundred and twenty (120) days after the mailing of the Notice or such
6 other time as may be set by the Court, each Person claiming to be an Authorized Claimant shall be
7 required to submit to the Claims Administrator a completed Proof of Claim and Release,
8 substantially in the form of Exhibit A-2 attached hereto, signed under penalty of perjury and
9 supported by such documents as are specified in the Proof of Claim and Release.

10 5.5 Except as otherwise ordered by the Court, all Class Members who fail to timely
11 submit a valid Proof of Claim and Release within such period, or such other period as may be
12 ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments
13 pursuant to the Stipulation and the settlement set forth herein, but will in all other respects be subject
14 to and bound by the provisions of the Stipulation, the releases contained herein, and the Judgment.
15 Notwithstanding the foregoing, Lead Counsel shall have the discretion (but not an obligation) to
16 accept late-submitted claims for processing by the Claims Administrator so long as the distribution
17 of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby. Lead
18 Counsel shall also have the right, but not the obligation, to advise the Claims Administrator to waive
19 what Lead Counsel deems to be *de minimis* or formal or technical defects in any Proof of Claim and
20 Release submitted.

21 5.6 Proofs of Claim and Release that do not meet the submission requirements may be
22 rejected. Prior to rejecting a Proof of Claim and Release in whole or in part, the Claims
23 Administrator shall communicate with the claimant in writing to give the claimant the chance to
24 remedy any curable deficiencies in the Proof of Claim and Release submitted. The Claims
25 Administrator, under such supervision of Lead Counsel, as necessary, shall notify, in a timely
26 fashion and in writing, all claimants whose claims the Claims Administrator proposes to reject in
27 whole or in part for curable deficiencies, setting forth the reasons therefor, and shall indicate in such
28

1 notice that the claimant whose claim is to be rejected has the right to a review by the Court if the
2 claimant so desires and complies with the requirements of ¶5.7 below.

3 5.7 If any claimant whose timely claim has been rejected in whole or in part for curable
4 deficiency desires to contest such rejection, the claimant must, within twenty (20) calendar days after
5 the date of mailing or the notice required in ¶5.6 above, or a lesser period of time if the claim was
6 untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the
7 claimant's grounds for contesting the rejection along with any supporting documentation, and
8 requesting a review thereof by the Court.

9 5.8 The Net Settlement Fund shall be distributed to the Authorized Claimants
10 substantially in accordance with the Plan of Allocation set forth in the Notice and approved by the
11 Court. If there is any balance remaining in the Net Settlement Fund after a reasonable period of time
12 after the date of the initial distribution of the Net Settlement Fund, Lead Counsel shall, if feasible,
13 reallocate (which reallocation may occur on multiple occasions) such balance among Authorized
14 Claimants in an equitable and economic fashion. Thereafter, any balance below \$5,000 which still
15 remains in the Net Settlement Fund shall be donated to Second Harvest Food Bank.

16 5.9 The Defendants and their Related Parties shall have no responsibility for, interest in,
17 or liability whatsoever with respect to: (i) any act, omission, or determination by Lead Counsel, the
18 Escrow Agent, or the Claims Administrator, or any of their respective designees or agents, in
19 connection with the administration of the settlement or otherwise; (ii) the management, investment,
20 or distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv) the determination,
21 administration, or calculation of claims to be paid from the Settlement Fund; or (v) the payment or
22 withholding of Taxes or Tax Expenses, or any expenses or losses incurred in connection therewith.
23 No Person shall have any claim of any kind against the Defendants or their Related Parties with
24 respect to the matters set forth in ¶¶5.1-5.9 hereof; and the Class Members, Lead Plaintiff, and Lead
25 Counsel release the Defendants and their Related Parties from any and all liability and claims arising
26 from or with respect to the administration, investment or distribution of the Settlement Fund.

27 5.10 No Person shall have any claim against Lead Plaintiff, Lead Counsel or the Claims
28 Administrator, or any other Person designated by Lead Counsel, based on determinations or

1 distributions made substantially in accordance with this Stipulation and the settlement contained
2 herein, the Plan of Allocation, or further order(s) of the Court.

3 5.11 It is understood and agreed by the Settling Parties that any proposed Plan of
4 Allocation of the Net Settlement Fund including, but not limited to, any adjustments to an
5 Authorized Claimant's claim set forth therein, is not a part of the Stipulation and is to be considered
6 by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy
7 of the settlement set forth in the Stipulation, and any order or proceeding relating to the Plan of
8 Allocation shall not operate to terminate or cancel the Stipulation or affect the finality of the Court's
9 Judgment approving the Stipulation and the settlement set forth therein.

10 **6. Lead Plaintiff's Counsel's Attorneys' Fees and Expenses**

11 6.1 Lead Counsel may submit an application or applications (the "Fee and Expense
12 Application") for distributions from the Settlement Fund for: (a) an award of attorneys' fees; plus
13 (b) expenses or charges incurred in connection with prosecuting the Litigation; plus (c) any interest on
14 such attorneys' fees and expenses at the same rate and for the same periods as earned by the Settlement
15 Fund (until paid) as may be awarded by the Court.

16 6.2 Any fees and expenses awarded by the Court shall be paid to Lead Counsel from the
17 Settlement Fund, as ordered, immediately after the Court executes the Judgment and an order
18 awarding such fees and expenses. Lead Counsel may thereafter allocate the attorneys' fees among
19 other plaintiff's counsel, if any, in a manner in which it in good faith believes reflects the
20 contributions of such counsel to the initiation, prosecution, and resolution of the Litigation.

21 6.3 In the event that the Effective Date does not occur, or the Judgment or the order
22 making the Fee and Expense Award is reversed or modified, or this Stipulation is canceled or
23 terminated for any other reason, and such reversal, modification, cancellation, or termination
24 becomes Final and not subject to review, and in the event that the Fee and Expense Award has been
25 paid to any extent, then Lead Counsel, including its partners and/or shareholders, and such other
26 Lead Plaintiff's Counsel, including their law firms, partners, and/or shareholders who have received
27 any portion of the Fee and Expense Award shall, within ten (10) business days from receiving notice
28 from Marvell's counsel or from a court of appropriate jurisdiction, refund to the Settlement Fund

1 such fees and expenses previously paid to them from the Settlement Fund plus interest thereon at the
2 same rate as earned on the Settlement Fund in an amount consistent with such reversal or
3 modification. Any refunds required pursuant to ¶6.3 shall be the several obligation of Lead Counsel,
4 including its partners and/or shareholders, and Lead Plaintiff's Counsel, including their law firms,
5 partners, and/or shareholders that received fees or expenses to make appropriate refunds or
6 repayments to the Settlement Fund. Each such plaintiff's counsel's law firm receiving fees and
7 expenses, as a condition of receiving such fees and expenses, on behalf of itself and each partner
8 and/or shareholder of it, agrees that the law firm and its partners and/or shareholders are subject to
9 the jurisdiction of the Court for the purpose of enforcing the provisions of this paragraph.

10 6.4 The procedure for and the allowance or disallowance by the Court of any applications
11 by any plaintiff's counsel for attorneys' fees and expenses to be paid out of the Settlement Fund, are
12 not part of the settlement set forth in the Stipulation, and are to be considered by the Court separately
13 from the Court's consideration of the fairness, reasonableness and adequacy of the settlement set
14 forth in the Stipulation, and any order or proceeding relating to the Fee and Expense Application, or
15 any appeal from any order relating thereto or reversal or modification thereof, shall not operate to
16 terminate or cancel the Stipulation, or affect or delay the finality of the Judgment approving the
17 Stipulation and the settlement of the Litigation set forth therein.

18 6.5 Any fees and/or expenses awarded by the Court shall be paid solely from the
19 Settlement Fund. Defendants and their Related Parties shall have no responsibility for any payment
20 of attorneys' fees and/or expenses to plaintiff's counsel.

21 6.6 Defendants and their Related Parties shall have no responsibility for the allocation
22 among plaintiff's counsel, and/or any other Person who may assert some claim thereto, of any Fee
23 and Expense Award that the Court may make in the Litigation.

24 **7. Conditions of Settlement, Effect of Disapproval, Cancellation or**
25 **Termination**

26 7.1 The Effective Date of the Stipulation shall be conditioned on the occurrence of all of
27 the following events:

- 28 (a) the Settlement Amount has been deposited into the Escrow Account;

1 (b) the Court has entered the Preliminary Approval Order, as required by ¶3.1
2 hereof;

3 (c) the Court has entered the Judgment, or a judgment substantially in the form of
4 Exhibit B attached hereto;

5 (d) Defendants have not exercised their option to terminate the Stipulation
6 pursuant to ¶7.4 hereof; and

7 (e) the Judgment has become Final, as defined in ¶1.10 hereof.

8 7.2 Upon the Effective Date, any and all remaining interest or right of the Defendants in
9 or to the Settlement Fund, if any, shall be absolutely and forever extinguished.

10 7.3 If the conditions specified in ¶7.1 hereof are not met, then the Stipulation shall be
11 canceled and terminated subject to ¶7.5 hereof unless Lead Counsel and counsel for the Defendants
12 mutually agree in writing to proceed with the Stipulation.

13 7.4 If Persons who would otherwise be Members of the Class have timely requested
14 exclusion from the Class in accordance with the Notice, Defendants shall have the option (which
15 option must be exercised collectively) to terminate the settlement in the event that Class Members
16 representing more than a certain percentage of Marvell common stock subject to this settlement
17 exclude themselves from the Class, as set forth in a separate agreement (the “Supplemental
18 Agreement”) executed between the Lead Plaintiff and Defendants, by and through their counsel.
19 The Supplemental Agreement will not be filed with the Court unless a dispute arises as to its terms,
20 or as otherwise ordered by the Court, nor shall the Supplemental Agreement otherwise be disclosed
21 unless ordered by the Court. If the Court requires that the Supplemental Agreement be filed, the
22 parties shall request that it be filed under seal or redacted.

23 7.5 Unless otherwise ordered by the Court, in the event the Stipulation shall terminate, or
24 be canceled, or shall not become effective for any reason, within five (5) business days after written
25 notification of such event is sent by counsel for any Defendant or Lead Counsel to the Escrow
26 Agent, the Settlement Fund (including accrued interest), less expenses which have either been
27 disbursed pursuant to ¶¶2.10 and 2.12 hereof, or are chargeable to the Settlement Fund pursuant to
28 ¶¶2.10 and 2.12 hereof, shall be refunded by the Escrow Agent pursuant to written instructions from

1 Marvell's counsel. The Escrow Agent or its designee shall apply for any tax refund owed on the
2 Settlement Amount and pay the proceeds, after deduction of any fees or expenses incurred in
3 connection with such application(s) for refund, pursuant to written instructions from Marvell's
4 counsel.

5 7.6 In the event that the Stipulation is not approved by the Court or the settlement set
6 forth in the Stipulation is terminated or fails to become effective in accordance with its terms, the
7 Settling Parties shall be restored to their respective positions in the Litigation as of December 12,
8 2017. In such event, the terms and provisions of the Stipulation, with the exception of §§1.1-1.33,
9 2.10-2.13, 6.3, 7.5-7.7, 8.3, and 8.5 hereof, shall be null and void, have no further force and effect,
10 and shall not be used in this Litigation or in any other proceeding for any purpose, and any judgment
11 or order entered by the Court in accordance with the terms of the Stipulation shall be treated as
12 vacated, *nunc pro tunc*, and shall not be used in this Litigation or in any other proceeding for any
13 purpose. No order of the Court or modification or reversal on appeal of any order of the Court
14 concerning the Plan of Allocation or the amount of any attorneys' fees, costs, expenses, and interest
15 awarded by the Court to any of plaintiff's counsel shall operate to terminate or cancel this
16 Stipulation or constitute grounds for cancellation or termination of the Stipulation.

17 7.7 If the Effective Date does not occur, or if the Stipulation is terminated pursuant to its
18 terms, neither Lead Plaintiff nor any of its counsel shall have any obligation to repay any amounts
19 disbursed pursuant to §§2.10 or 2.12. In addition, any expenses already incurred pursuant to §§2.10
20 or 2.12 hereof at the time of such termination or cancellation but which have not been paid, shall be
21 paid by the Escrow Agent in accordance with the terms of the Stipulation prior to the balance being
22 refunded in accordance with §§2.13 and 7.5 hereof.

23 7.8 Marvell warrants and represents that it is not "insolvent" within the meaning of 11
24 U.S.C. §101(32) as of the time the Stipulation is executed and will not be as of the time the
25 payments of the Settlement Amount are actually transferred or made as reflected in the Stipulation.
26 This representation is made by Marvell and not by Marvell's counsel. In the event of a final order of
27 a court of competent jurisdiction, not subject to any further proceedings, determining the transfer of
28 the Settlement Amount to the Settlement Fund, or any portion thereof, by Marvell to be a voidable

1 preference, voidable transfer, fraudulent transfer, or similar transaction under Title 11 of the United
2 States Code (Bankruptcy), or applicable state law, and any portion thereof is required to be refunded,
3 then the Settling Parties shall jointly move the Court to vacate and set aside the release given and the
4 Judgment entered in favor of the Defendants, the Settling Parties shall be restored to their litigation
5 positions as of December 12, 2017, and the Settlement Fund shall be promptly returned.

6 **8. Miscellaneous Provisions**

7 8.1 The Settling Parties (a) acknowledge that it is their intent to consummate this
8 Stipulation; and (b) agree to cooperate to the extent reasonably necessary to effectuate and
9 implement all terms and conditions of the Stipulation and to exercise their best efforts to accomplish
10 the foregoing terms and conditions of the Stipulation.

11 8.2 The Settling Parties intend this settlement to be a final and complete resolution of all
12 disputes between them with respect to the Litigation. The settlement resolves claims which are
13 contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or
14 defense. The Settling Parties agree that, and the Final Judgment will contain a finding that, during
15 the course of the Litigation, the parties and their respective counsel at all times complied with the
16 requirements of Federal Rule of Civil Procedure 11. The Settling Parties agree that the Settlement
17 Amount and the other terms of the settlement were negotiated in good faith by the Settling Parties,
18 and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.
19 The Settling Parties further agree that the parties and their counsel acted in good faith with respect to
20 the Litigation and will not assert otherwise. Notwithstanding the foregoing, the Settling Parties
21 reserve their right to rebut, in a manner that such party determines to be appropriate, any contention
22 made in any public forum regarding the Litigation, including that the Litigation was brought or
23 defended in bad faith or without a reasonable basis.

24 8.3 Neither this Stipulation nor the settlement contained herein, nor any act performed or
25 document executed pursuant to or in furtherance of the Stipulation or the settlement: (a) is or may be
26 deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim,
27 the truth of any of the allegations in the Litigation of any wrongdoing, fault, or liability of the
28 Defendants or their respective Related Parties, or that Lead Plaintiff or any Class Members have

1 suffered any damages, harm, or loss; or (b) is or may be deemed to be or may be used as an
2 admission of, or evidence of, any fault or omission of any of the Defendants or their respective
3 Related Parties in any civil, criminal, or administrative proceeding in any court, administrative
4 agency, or other tribunal.

5 8.4 The Defendants and/or their respective Related Parties may file this Stipulation and/or
6 the Judgment from this action in any other action that may be brought against them in order to
7 support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release,
8 good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue
9 preclusion or similar defense or counterclaim.

10 8.5 All agreements made and orders entered during the course of the Litigation relating to
11 the confidentiality of information shall survive this Stipulation.

12 8.6 All of the Exhibits to the Stipulation are material and integral parts hereof and are
13 fully incorporated herein by this reference.

14 8.7 The Stipulation may be amended or modified only by a written instrument signed by
15 or on behalf of all Settling Parties or their respective successors-in-interest.

16 8.8 The Stipulation and the Exhibits attached hereto and the Supplemental Agreement
17 constitute the entire agreement among the parties hereto and no representations, warranties or
18 inducements have been made to any party concerning the Stipulation or its Exhibits other than the
19 representations, warranties, and covenants contained and memorialized in such documents. Except
20 as otherwise provided herein, each party shall bear its own costs.

21 8.9 Lead Counsel, on behalf of the Class, is expressly authorized by the Lead Plaintiff to
22 take all appropriate action required or permitted to be taken by the Class pursuant to the Stipulation
23 to effectuate its terms and also is expressly authorized to enter into any modifications or amendments
24 to the Stipulation on behalf of the Class which it deems appropriate.

25 8.10 Each counsel or other Person executing the Stipulation or any of its Exhibits on
26 behalf of any party hereto hereby warrants that such Person has the full authority to do so.

27 8.11 The Stipulation may be executed in one or more counterparts. All executed
28 counterparts and each of them shall be deemed to be one and the same instrument. A complete set of

1 executed counterparts shall be filed with the Court. Signatures sent by facsimile or pdf'd via e-mail
2 shall be deemed originals.

3 8.12 The Stipulation shall be binding upon, and inure to the benefit of, the successors and
4 assigns of the parties hereto.

5 8.13 The Court shall retain jurisdiction with respect to implementation and enforcement of
6 the terms of the Stipulation, and all Settling Parties submit to the jurisdiction of the Court for
7 purposes of implementing and enforcing the settlement embodied in the Stipulation and matters
8 related to the settlement.

9 8.14 Pending approval of the Court of the Stipulation and its Exhibits, all proceedings in
10 this Litigation shall be stayed and all Members of the Class shall be barred and enjoined from
11 prosecuting any of the Released Claims against any of the Released Persons.

12 8.15 This Stipulation and the Exhibits hereto shall be considered to have been negotiated,
13 executed and delivered, and to be wholly performed, in the State of California, and the rights and
14 obligations of the parties to the Stipulation shall be construed and enforced in accordance with, and
15 governed by, the internal, substantive laws of the State of California without giving effect to that
16 State's choice-of-law principles.

17 IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed, by
18 their duly authorized attorneys, dated December 19, 2017.

19 ROBBINS GELLER RUDMAN
20 & DOWD LLP
21 ELLEN GUSIKOFF STEWART
22 JONAH H. GOLDSTEIN
23 SCOTT H. SAHAM
24 MATTHEW I. ALPERT
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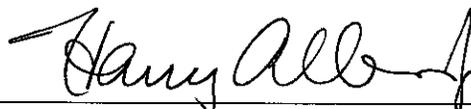
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CERTIFICATE OF SERVICE

I hereby certify that on December 19, 2017, I authorized the electronic filing of the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the attached Electronic Mail Notice List, and I hereby certify that I caused to be mailed the foregoing document or paper via the United States Postal Service to the non-CM/ECF participants indicated on the attached Manual Notice List.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on December 19, 2017.

s/ Scott H. Saham
SCOTT H. SAHAM

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Mailing Information for a Case 3:15-cv-05447-WHA Luna et al v. Marvell Technology Group, Ltd. et al

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Manual Notice List

The following is the list of attorneys who are **not** on the list to receive e-mail notices for this case (who therefore require manual noticing). You may wish to use your mouse to select and copy this list into your word processing program in order to create notices or labels for these recipients.

- (No manual recipients)

EXHIBIT A

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

DANIEL LUNA, Individually and on Behalf of)	Case No. 3:15-cv-05447-WHA
All Others Similarly Situated,)
) (Consolidated)
Plaintiff,)
) <u>CLASS ACTION</u>
vs.)
) [PROPOSED] ORDER PRELIMINARILY
MARVELL TECHNOLOGY GROUP, LTD.,) APPROVING SETTLEMENT AND
et al.,) PROVIDING FOR NOTICE
)
Defendants.) EXHIBIT A
)

1 WHEREAS, an action is pending before this Court entitled *Luna v. Marvell Technology*
2 *Group, Ltd.*, Case No. 3:15-cv-05447-WHA (the “Litigation”);

3 WHEREAS, the parties having made application, pursuant to Federal Rule of Civil
4 Procedure 23(e), for an order preliminarily approving the settlement of this Litigation, in accordance
5 with a Stipulation of Settlement dated December 19, 2017 (the “Stipulation”), which, together with
6 the Exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of the
7 Litigation and for dismissal of the Litigation with prejudice upon the terms and conditions set forth
8 therein; and the Court having read and considered the Stipulation and the Exhibits annexed thereto;
9 and

10 WHEREAS, unless otherwise defined, all terms used herein have the same meanings as set
11 forth in the Stipulation.

12 NOW, THEREFORE, IT IS HEREBY ORDERED:

13 1. The Court has reviewed the Stipulation and does hereby preliminarily approve the
14 settlement set forth therein, subject to further consideration at the Settlement Hearing described
15 below.

16 2. A hearing (the “Settlement Hearing”) shall be held before this Court on _____,
17 2018, at _____ [a date that is at least 100 calendar days from the date of this Order], at the United
18 States District Court for the Northern District of California, 450 Golden Gate Avenue, San
19 Francisco, CA 94102, to determine whether the proposed settlement of the Litigation on the terms
20 and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class and
21 should be approved by the Court; whether a Judgment as provided in ¶1.11 of the Stipulation should
22 be entered; whether the proposed Plan of Allocation is fair, reasonable, and adequate and should be
23 approved; and to determine the amount of fees and expenses that should be awarded to Lead
24 Counsel.

25 3. The Court approves, as to form and content, the Notice of Proposed Settlement of
26 Class Action (the “Notice”), the Proof of Claim and Release form (the “Proof of Claim and
27 Release”), and the Summary Notice annexed hereto as Exhibits A-1, A-2, and A-3, respectively, and
28 finds that the mailing and distribution of the Notice and publishing of the Summary Notice,

1 substantially in the manner and form set forth in ¶¶5-8 of this Order, meet the requirements of
2 Federal Rule of Civil Procedure 23 and due process, and is the best notice practicable under the
3 circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

4 4. The firm of Gilardi & Co. LLC (“Claims Administrator”) is hereby appointed to
5 supervise and administer the notice procedure as well as the processing of claims as more fully set
6 forth below.

7 5. Not later than _____, 2018 [ten (10) business days after the Court signs and enters
8 this Order] (the “Notice Date”), the Claims Administrator shall commence mailing the Notice and
9 Proof of Claim and Release, substantially in the forms annexed hereto, by First-Class Mail to all
10 Class Members who can be identified with reasonable effort, including those Class Members who
11 received the Notice of Pendency of Class Action, and shall post the Notice and Proof of Claim and
12 Release on its website at www.MarvellSecuritiesClassAction.com.

13 6. Not later than fourteen (14) calendar days after the Notice Date, the Claims
14 Administrator shall cause the Summary Notice to be published once in the national edition of *The*
15 *Wall Street Journal* and once over a national newswire service.

16 7. At least fourteen (14) calendar days prior to the Settlement Hearing, Lead Counsel
17 shall serve on Defendants’ counsel and file with the Court proof, by affidavit or declaration, of such
18 mailing and publishing.

19 8. Nominees who purchased or otherwise acquired Marvell common stock for the
20 beneficial ownership of Class Members during the Class Period shall send the Notice and the Proof
21 of Claim and Release to all such beneficial owners of Marvell common stock within ten (10)
22 business days after receipt thereof, or, if they have not already done so, send a list of the names and
23 addresses of such beneficial owners to the Claims Administrator within ten (10) business days of
24 receipt thereof, in which event the Claims Administrator shall promptly mail the Notice and Proof of
25 Claim and Release to such beneficial owners. Lead Counsel shall, if requested, reimburse banks,
26 brokerage houses or other nominees solely for their reasonable out-of-pocket expenses incurred in
27 providing notice to beneficial owners who are Class Members out of the Settlement Fund, which
28

1 expenses would not have been incurred except for the sending of such notice, subject to further order
2 of this Court with respect to any dispute concerning such compensation.

3 9. All Members of the Class shall be bound by all determinations and judgments in the
4 Litigation concerning the settlement, whether favorable or unfavorable to the Class.

5 10. Class Members who wish to participate in the settlement shall complete and submit a
6 Proof of Claim and Release in accordance with the instructions contained therein. Unless the Court
7 orders otherwise, all Proof of Claim and Release forms must be postmarked or submitted
8 electronically no later than one hundred and twenty (120) calendar days from the Notice Date. Any
9 Class Member who does not timely submit a Proof of Claim and Release within the time provided
10 for, shall be barred from sharing in the distribution of the proceeds of the Settlement Fund, unless
11 otherwise ordered by the Court. Notwithstanding the foregoing, Lead Counsel may, in its discretion,
12 accept late-submitted claims for processing by the Claims Administrator so long as distribution of
13 the Net Settlement Fund to Authorized Claimants is not materially delayed thereby.

14 11. Class Members shall be bound by all determinations and judgments in this Litigation,
15 whether favorable or unfavorable, unless they request exclusion from the Class in a timely and
16 proper manner, as hereinafter provided. A Class Member wishing to make such request shall mail a
17 request for exclusion in written form by First-Class Mail such that it is received, not simply
18 postmarked, on or before _____, 2018 [twenty-one (21) calendar days prior to the Settlement
19 Hearing], by the Claims Administrator at the address designated in the Notice. Such request for
20 exclusion must state the name, address, and telephone number of the Person seeking exclusion, must
21 state that the sender requests to be “excluded from the Class and does not wish to participate in the
22 settlement in *Luna v. Marvell Technology Group, Ltd.*, No. 3:15-cv-05447-WHA (N.D. Cal.),” and
23 must be signed by such Person. Such Persons requesting exclusion must also state the information
24 requested in the Notice, including, but not limited to: the date(s), price(s), and number(s) of shares of
25 all purchases and acquisitions and/or sales of Marvell common stock during the period from
26 February 19, 2015 through December 7, 2015, inclusive. The request for exclusion shall not be
27 effective unless it provides the required information and is made within the time stated above, or the
28 exclusion is otherwise accepted by the Court. Class Members who make an effective request for

1 exclusion from the Class shall not be bound by the settlement and shall not be entitled to receive any
2 payment out of the Net Settlement Fund as described in the Stipulation and Notice.

3 12. Any Member of the Class may enter an appearance in the Litigation, at their own
4 expense, individually or through counsel of their own choice. If they do not enter an appearance,
5 they will be represented by Lead Counsel.

6 13. Any Member of the Class may appear and show cause why the proposed settlement
7 of the Litigation should or should not be approved as fair, reasonable, and adequate, why a judgment
8 should or should not be entered thereon, why the Plan of Allocation should or should not be
9 approved, why attorneys' fees and expenses should or should not be awarded to counsel for the Lead
10 Plaintiff; provided, however, that no Class Member or any other Person shall be heard or entitled to
11 contest such matters, unless that Person has submitted said objections, papers, and briefs to the Court
12 either by mailing them to the Class Action Clerk, United States District Court for the Northern
13 District of California, San Francisco Division, 450 Golden Gate Avenue, San Francisco, CA 94102,
14 or by filing them in person at any location of the United States District Court for the Northern
15 District of California or electronically by ECF on the docket for this case. Such objections, papers,
16 and briefs must be received or filed, not simply postmarked, on or before _____, 2018 [twenty-
17 one (21) calendar days prior to the Settlement Hearing]. Any Member of the Class who does not
18 make his, her or its objection in the manner and time provided for in the Notice shall be deemed to
19 have waived such objection and shall forever be foreclosed from making any objection to the
20 fairness or adequacy of the proposed settlement as set forth in the Stipulation, to the Plan of
21 Allocation, or to the award of attorneys' fees and expenses to counsel for the Lead Plaintiff, unless
22 otherwise ordered by the Court. Attendance at the Settlement Hearing is not necessary, however,
23 persons wishing to be heard orally in opposition to approval of the settlement, the Plan of Allocation,
24 and/or the application for an award of attorneys' fees and expenses are required to indicate in their
25 written objection their intention to appear at the hearing. Persons who intend to object to the
26 settlement, the Plan of Allocation, and/or the application for an award of attorneys' fees and
27 expenses and desire to present evidence at the Settlement Hearing must include in their written
28 objections the identity of any witnesses they may call to testify and copies of any exhibits they

1 intend to introduce into evidence at the Settlement Hearing. If an objector hires an attorney to
2 represent him, her, or it for the purposes of making an objection, the attorney must file a notice of
3 appearance with the Court and effect service on the parties to the Litigation on or before _____,
4 2018 [twenty-one (21) calendar days prior to the Settlement Hearing].

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

8 15. All opening briefs and supporting documents in support of the settlement, the Plan of
9 Allocation, and any application by counsel for the Lead Plaintiff for attorneys' fees and expenses
10 shall be filed and served by _____, 2018 [thirty-five (35) calendar days prior to the Settlement
11 Hearing]. Replies to any objections shall be filed and served by _____, 2018 [fourteen (14)
12 calendar days prior to the Settlement Hearing].

13 16. Neither the Defendants and their Related Parties nor the Defendants' counsel shall
14 have any responsibility for the Plan of Allocation or any application for attorneys' fees or expenses
15 submitted by Lead Plaintiff's Counsel, and such matters will be considered separately from the
16 fairness, reasonableness, and adequacy of the settlement.

17 17. At or after the Settlement Hearing, the Court shall determine whether the Plan of
18 Allocation proposed by Lead Counsel, and any application for attorneys' fees or payment of
19 expenses shall be approved.

20 18. All reasonable expenses incurred in identifying and notifying Class Members, as well
21 as administering the Settlement Fund, shall be paid as set forth in the Stipulation. In the event the
22 settlement is not approved by the Court, or otherwise fails to become effective, neither Lead Plaintiff
23 nor any of its counsel shall have any obligation to repay any amounts incurred and properly
24 disbursed pursuant to ¶¶2.10 or 2.12 of the Stipulation.

25 19. Neither the Stipulation, nor the settlement contained therein, nor any act performed or
26 document executed pursuant to or in furtherance of the Stipulation or the settlement: (a) is or may be
27 deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim,
28 the truth of any of the allegations in the Litigation, of any wrongdoing, fault, or liability of the

1 Defendants or their respective Related Parties, or that the Lead Plaintiff or any Class Members have
2 suffered any damages, harm, or loss; or (b) is or may be deemed to be or may be used as an
3 admission of, or evidence of, any fault or omission of any Defendants or their respective Related
4 Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or
5 other tribunal.

6 20. The Court reserves the right to adjourn the date of the Settlement Hearing without
7 further notice to the Members of the Class, and retains jurisdiction to consider all further
8 applications arising out of or connected with the proposed settlement. The Court may approve the
9 settlement, with such modifications as may be agreed to by the Settling Parties, if appropriate,
10 without further notice to the Class.

11 21. In the event that the Stipulation is not approved by the Court or the settlement set
12 forth in the Stipulation is terminated or fails to become effective in accordance with its terms, the
13 Settling Parties shall be restored to their respective positions in the Litigation as of December 12,
14 2017. In such event, the terms and provisions of the Stipulation, except as set forth in the
15 Stipulation, shall be null and void, have no further force and effect, and shall not be used in the
16 Litigation or in any other proceeding for any purpose, and this Order, in accordance with the terms
17 of the Stipulation, shall be treated as vacated, *nunc pro tunc*, and shall not be used in this Litigation
18 or in any other proceeding for any purpose.

19 22. Pending final determination of whether the proposed settlement should be approved,
20 neither the Lead Plaintiff nor any Class Member, directly or indirectly, representatively, or in any
21 other capacity, shall commence or prosecute against any of the Defendants, any action or proceeding
22 in any court or tribunal asserting any of the Released Claims.

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1 23. Pending further order of the Court, all litigation activity, except that contemplated
2 herein, in the Stipulation, in the Notice, in the Summary Notice, or in the Judgment, is hereby stayed
3 and all hearings, deadlines and other proceedings in this Litigation, except the Settlement Hearing
4 and any deadlines set forth in this Order, are hereby taken off calendar.

5 IT IS SO ORDERED.

6 DATED: _____

THE HONORABLE WILLIAM ALSUP
UNITED STATES DISTRICT JUDGE

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EXHIBIT A-1

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& DOWD LLP
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14 Lead Counsel for Plaintiff
15

16 UNITED STATES DISTRICT COURT
17 NORTHERN DISTRICT OF CALIFORNIA
18 SAN FRANCISCO DIVISION

19 DANIEL LUNA, Individually and on Behalf of) Case No. 3:15-cv-05447-WHA
20 All Others Similarly Situated,)
21 Plaintiff,) (Consolidated)
22 vs.) CLASS ACTION
23 MARVELL TECHNOLOGY GROUP, LTD.,) NOTICE OF PROPOSED SETTLEMENT OF
et al.,) CLASS ACTION
24 Defendants.) EXHIBIT A-1
25)

1 **TO: ALL PERSONS AND ENTITIES WHO PURCHASED OR OTHERWISE**
2 **ACQUIRED MARVELL TECHNOLOGY GROUP, LTD. (“MARVELL”) COMMON**
3 **STOCK FROM FEBRUARY 19, 2015 THROUGH DECEMBER 7, 2015, INCLUSIVE**

4 PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. IT CONTAINS
5 IMPORTANT INFORMATION ABOUT YOUR RIGHTS CONCERNING A PROPOSED CLASS
6 ACTION SETTLEMENT.

7 IF YOU ARE A CLASS MEMBER, YOU MUST SUBMIT A CLAIM FORM TO OBTAIN YOUR
8 SHARE OF THE SETTLEMENT. IF YOU DO NOT SUBMIT A CLAIM, ANY RIGHT TO
9 COMPENSATION WILL BE EXTINGUISHED UNLESS YOU HAVE ELECTED TO OPT OUT
10 OF THE CLASS.

11 This Notice concerns a lawsuit that has been previously certified by a federal court as a class action
12 on behalf of investors (individuals and entities) who purchased or acquired Marvell common stock
13 during the period from February 19, 2015 through December 7, 2015 (the “Class Period”).¹ The
14 lawsuit is referred to as *Luna v. Marvell Technology Group, Ltd., et al.*, Case No. 3:15-cv-05447-
15 WHA (the “Litigation”) and is pending before the Honorable William Alsup in the United States
16 District Court for the Northern District of California (the “Court”). You may have already received
17 notice, mailed on or about December 4, 2017, of the Court’s decision certifying the Litigation as a
18 class action.²

19 This Notice is to inform you that the Lead Plaintiff in the Litigation, Plumbers and Pipefitters
20 National Pension Fund (“Lead Plaintiff” or “Plumbers”), on behalf of itself and the Class consisting
21 of investors who purchased or acquired Marvell common stock during the Class Period, has reached
22 an agreement with Defendants Marvell and Sehat Sutardja to settle the Litigation (the “Settlement”).
23 If the Settlement is approved by the Court, all claims in the Litigation against the Defendants and the
24 Released Persons (defined in Question 25 below) will be resolved.

25 **Overview of the Action and Settlement:** This Litigation alleges claims on behalf of the Class
26 under the Securities Exchange Act of 1934 (the “Exchange Act”) against Marvell and its former
27 Chief Executive Officer Sehat Sutardja (collectively, “Defendants”). Lead Plaintiff, on behalf of the
28 Class, alleges that Defendants and former defendants Michael Rashkin and Sukhi Nagesh (the
“Former Defendants”) made materially false and misleading statements and/or failed to disclose
adverse information regarding Marvell’s business, operations and prospects, including among other
things, that Marvell reported revenue and earnings during the Class Period that were misleading as a
result of undisclosed pull-in sales, and which caused the price of Marvell common stock to be
artificially inflated. Defendants deny any wrongdoing, fault or liability.

After extensive discovery, and expert analysis by Lead Plaintiff and Lead Counsel, the parties
engaged in settlement discussions with the assistance of a magistrate judge in the Northern District
of California. As a result of those negotiations, the parties have agreed to the Settlement described
below. The Settlement is subject to Court approval. More detailed descriptions of the Litigation and
the Settlement are set forth below.

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the
meanings provided in the Stipulation of Settlement dated December 19, 2017 (the “Stipulation”),
which is available on the settlement website, www.MarvellSecuritiesClassAction.com.

² A Notice of Pendency of Class Action was mailed to Marvell investors beginning on December
4, 2017, which permitted them to exclude themselves from the Class. The time for such exclusion
was scheduled to expire on January 18, 2018, but will be extended to _____, 2018, as set forth
in Question 13 of this Notice.

1 **Statement of the Recovery:** Lead Plaintiff has agreed to settle all claims asserted in the Litigation
 2 and grant Defendants and the Released Persons a full and complete release in exchange for a cash
 3 payment of \$72,500,000 (the “Settlement Amount”). The Settlement Amount and any interest
 4 earned thereon is referred to herein as the “Settlement Fund.” The “Net Settlement Fund” (the
 5 Settlement Fund less any Taxes, attorneys’ fees, expert fees, Notice and Administration Expenses,
 6 litigation expenses, or other costs and expenses approved by the Court) will be distributed in
 accordance with the plan of allocation that is approved by the Court (the “Plan of Allocation”),
 which will determine how the Net Settlement Fund will be allocated among Members of the Class
 who become eligible to participate in the distribution of the Net Settlement Fund by submitting a
 timely and valid Proof of Claim and Release form (“Proof of Claim” or “Claim Form”). The
 proposed Plan of Allocation is included in this Notice at page __ below.

7 Based on the analysis performed by Lead Plaintiff’s damages expert, the estimated average recovery
 8 per share for a Class Member from the Settlement Fund (before the deduction of any Court-approved
 9 fees, expenses and costs as described herein) would be approximately \$0.43 per share. This amount
 10 assumes all eligible Class Members submit valid and timely Proofs of Claim. If fewer than all
 11 Members of Class submit timely and valid Proofs of Claim, which is likely, the distributions per
 share will be higher. A Class Member’s actual recovery will be a proportion of the Net Settlement
 Fund determined by the number of that Class Member’s eligible shares as compared to the total
 eligible shares of all Class Members who submit timely and valid Proofs of Claim. *See* the Plan of
 Allocation beginning on page __ for details and more information.

12 Lead Counsel intends to seek attorneys’ fees not to exceed 22% of the Settlement Fund. In addition,
 13 Lead Counsel intends to seek payment of its costs and expenses in connection with the prosecution
 14 of the Litigation in an amount not to exceed \$625,000.00. Such requested attorneys’ fees, costs and
 15 expenses would amount to an average of approximately \$0.10 per share of Marvell common stock.
 In addition, the distribution will be reduced by Notice and Administration Expenses. Please note
 that these amounts are only estimates and are subject to approval by the Court.

16 The parties disagree on both liability and damages and do not agree on the average amount of
 17 damages per share of Marvell common stock that would be recoverable if Lead Plaintiff were to
 18 prevail in the Litigation, and Defendants deny liability, fault or wrongdoing. Lead Plaintiff’s expert
 19 performed a damages analysis in connection with the settlement negotiations and believes the
 20 maximum aggregate damages recoverable after trial could be in the range of \$150 million to \$500
 21 million, although that amount could be substantially lower or zero if certain arguments by the
 22 Defendants were accepted by the Court or a jury. Lead Plaintiff believes that the proposed
 23 Settlement represents a fair and reasonable recovery in light of the risks of continued litigation, and
 24 is in the best interests of the Members of the Class.

25 **Identification of Attorneys’ Representatives:** Lead Plaintiff and the Class are represented by Lead
 26 Counsel identified in Question 16 below.

27 **PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE
 28 TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<p>SUBMIT A PROOF OF CLAIM POSTMARKED OR SUBMITTED ONLINE BY _____, 2018</p>	<p>This is the only way to be eligible to get a payment from the Settlement. If you wish to participate in the Settlement, you will need to complete and submit the enclosed Proof of Claim. Class Members who do not complete and submit the Proof of Claim in accordance with the instructions on the Proof of Claim and do not submit it within the time required will be bound by the Settlement but will not participate in any distribution of the Net Settlement</p>

	Fund.
<p>EXCLUDE YOURSELF FROM THE CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN _____, 2018</p>	<p>You will not be bound by the results of this lawsuit, and you will not receive any payment. This is the only option that allows you to ever be part of any other lawsuit against the Defendants or any other Released Persons about the legal claims related to the issues raised in this Litigation.</p>
<p>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN _____, 2018</p>	<p>If you believe the Settlement is objectionable in any respect, you may write to the Court about why you oppose the Settlement, the Plan of Allocation, and/or the request for attorneys’ fees and expenses. You will still be a Member of the Class.</p>
<p>ATTEND THE SETTLEMENT HEARING ON _____, 2018, AT _____M., AND PROVIDE A NOTICE OF INTENTION TO APPEAR TO LEAD COUNSEL SO THAT IT IS RECEIVED NO LATER THAN _____, 2018</p>	<p>The hearing on whether to approve the Settlement is scheduled for _____, 2018, at ____m. (the “Settlement Hearing”), and is open to the public. You do not need to attend the hearing unless you wish to speak either in support of the Settlement or in support of any objection you may have submitted, and have submitted to Lead Counsel a Notice of Intention to Appear so that it is received no later than _____, 2018. The Court may postpone the Settlement Hearing without prior notice on the date scheduled for the hearing.</p>
<p>DO NOTHING</p>	<p>If you are a Class Member and do not submit a Proof of Claim postmarked or submitted online by _____, 2018, you will not be eligible to receive any payment from the Settlement Fund. You will, however, be bound by the Settlement, unless you have requested exclusion from the Class.</p>

These rights and options are explained in further detail later in this Notice.

Further Information

For further information regarding this Settlement, you may contact a representative of Lead Counsel: Ellen Gusikoff Stewart, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, Telephone: 800/449-4900.

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27
28

TABLE OF CONTENTS

Page No.

1.	Why did I get this Notice?	___
2.	What is this lawsuit about?	___
3.	Why is this a class action?	___
4.	Why is there a settlement?	___
5.	How do I know if I am part of the Settlement?	___
6.	Are there exceptions to being included?	___
7.	What if I am still not sure if I am included?	___
8.	What does the Settlement provide?	___
9.	How much will my payment be?	___
10.	How can I receive a payment?	___
11.	When would I receive my payment?	___
12.	What am I giving up to receive a payment or to stay in the Class?	___
13.	How do I get out of the proposed Settlement?	___
14.	If I do not exclude myself, can I sue the Defendants and the other Released Persons for the same thing later?	___
15.	If I exclude myself, can I get money from the proposed Settlement?	___
16.	Do I have a lawyer in this case?	___
17.	How will the lawyers be paid?	___
18.	Can I hire my own lawyer?	___
19.	How do I tell the Court that I object to the proposed Settlement?	___
20.	What is the difference between objecting and excluding myself?	___
21.	When and where will the Court decide whether to approve the proposed Settlement?	___
22.	Do I have to come to the hearing?	___
23.	May I speak at the hearing?	___
24.	What happens if I do nothing at all?	___

1 **25. What happens if the proposed Settlement is approved?** _____

2 **26. How do I get more information about the proposed Settlement?** _____

3 **SPECIAL NOTICE TO NOMINEES** _____

4 **PLAN OF ALLOCATION OF NET SETTLEMENT FUND** _____

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BASIC INFORMATION

1. Why did I get this Notice?

You have received this Notice because the parties are seeking approval of a proposed Settlement on behalf of the Class in this Litigation, and you have been identified as a potential Class Member either from the transfer agent’s record of ownership of Marvell common stock or by your broker or custodian if you purchased or acquired Marvell stock in “street name.”

The Court directed that this Notice be sent to Class Members because they have a right to know about the proposed Settlement of this class action lawsuit, and about all of their options, before the Court decides whether to approve the Settlement.

This Notice explains the class action lawsuit, the Settlement, Class Members’ legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this lawsuit about?

Lead Plaintiff brought this Litigation as a securities class action on behalf of purchasers and acquirers of Marvell common stock during the period from February 19, 2015 through December 7, 2015, inclusive, against Marvell and its former Chief Executive Officer Sehat Sutardja (collectively, “Defendants”), alleging that Defendants and Former Defendants violated Section 10(b) of the Exchange Act and that defendant Sutardja and the Former Defendants violated Section 20(a) of the Exchange Act. Defendants deny these allegations.

On February 8, 2016, the Court appointed Plumbers as lead plaintiff, and its counsel, Robbins Geller Rudman & Dowd LLP (“Robbins Geller”), was appointed lead counsel. ECF No. 53.

Lead Plaintiff alleged that Defendants and the Former Defendants made materially false and misleading statements and/or failed to disclose adverse information regarding Marvell’s business, operations, and prospects, including, among other things, that Marvell reported revenue and earnings during the Class Period that were misleading as a result of undisclosed pull-in sales, and which caused the price of Marvell common stock to be artificially inflated. Following briefing on Defendants’ and the Former Defendants’ motions to dismiss and oral argument, the Court, on October 12, 2016, granted the motions to dismiss with leave to amend. ECF No. 98.

Lead Plaintiff filed the Consolidated Amended Class Action Complaint for Violations of the Federal Securities Laws (the “Complaint”) on November 28, 2016. ECF No. 104.

Defendants and the Former Defendants moved to dismiss the Complaint, which the Court granted in part and denied in part. ECF No. 138. More specifically, the Court denied the motions of Marvell and Sutardja, but granted the motions of the Former Defendants. Thereafter, on May 31, 2017, Defendants filed their answers, which denied all claims in the Complaint and asserted certain defenses thereto. ECF Nos. 144, 145.

Thereafter, Lead Plaintiff and Defendants engaged in extensive discovery. Lead Plaintiff pursued documents from Defendants and third parties, resulting in the production of over two million pages of documents. The parties also litigated a discovery dispute involving privilege relating to Marvell’s Audit Committee Investigation. Lead Plaintiff deposed 10 current or former Marvell employees and/or accountants, and, at the time this Settlement was reached, was preparing for 5 additional fact witness depositions. The parties had also exchanged extensive written discovery.

1 On August 2, 2017, Lead Plaintiff moved to certify the Class, to appoint Plumbers as class
2 representative, and to appoint Robbins Geller as class counsel. ECF No. 160. Briefing on the
3 motion concluded on September 14, 2017, and the Court heard oral argument on October 26, 2017.
4 In connection with class certification, the parties had engaged in significant class discovery,
5 including the depositions of a representative from Plumbers, its economic expert and its investment
6 manager, and preparation and exchange of the reports of experts in market efficiency, damages
7 methodologies, and price impact. The Court granted in part the motion for class certification on
8 October 27, 2017. ECF No. 202.

9 On December 12, 2017, the parties engaged in an in-person settlement conference before
10 Magistrate Judge Joseph C. Spero, pursuant to an order of the Court. ECF No. 155. The settlement
11 conference was preceded by submission of settlement conference statements and exhibits by each
12 party. The parties engaged in arm's-length negotiations during the mediation session, and reached
13 an agreement-in-principle to resolve the Litigation on the terms set forth herein, and which are
14 subject to approval by the Court.

15 On _____, 2018, the Court entered an order preliminarily approving the proposed
16 Settlement, authorizing the mailing of this Notice to potential Class Members, and scheduling the
17 Settlement Hearing to consider whether to grant final approval of the Settlement.

18 **The issuance of this Notice is NOT an expression of the Court's opinion on the merits or
19 the lack of merits of any of Lead Plaintiff's claims in the Litigation or whether Defendants
20 engaged in any wrongdoing.**

21 To learn more about what has happened in this Litigation to date, including a detailed history,
22 please see the Stipulation and other relevant pleadings which are available at
23 www.MarvellSecuritiesClassAction.com. Instructions on how to learn more information are also
24 included in Question 26 below.

25 **3. Why is this a class action?**

26 In a class action, one or more persons or entities (in this case, the Lead Plaintiff) sue on
27 behalf of people and entities who have similar claims. Together, these people and entities are
28 referred to as a Class, and each is a Class Member. One court resolves the issues for all Class
29 Members at the same time, except for those Class Members who exclude themselves from the Class.

30 **4. Why is there a settlement?**

31 Lead Plaintiff made claims against Defendants on behalf of the Class. Defendants deny that
32 they have done anything wrong or violated any statute and admit no liability. The Court has not
33 decided in favor of the Defendants or the Class. Instead, both sides agreed to the Settlement to avoid
34 the costs and risks of further litigation, including trial and post-trial appeals, and Lead Plaintiff
35 agreed to the Settlement in order to ensure that Class Members will receive compensation. Lead
36 Plaintiff and Lead Counsel believe the Settlement is in the best interest of all Class Members in light
37 of the real possibility that continued litigation could result in no recovery at all.

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WHO IS IN THE SETTLEMENT

To see if you will get money from this Settlement, you first have to decide if you are a Class Member.

5. How do I know if I am part of the Settlement?

The Court directed that everyone who fits this description is a Class Member: *all Persons and entities who purchased or otherwise acquired Marvell common stock between February 19, 2015 and December 7, 2015, inclusive, and were damaged thereby* except those Persons and entities that are excluded, as described below.

PLEASE NOTE: RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU ARE A CLASS MEMBER AND YOU WISH TO BE ELIGIBLE TO PARTICIPATE IN THE DISTRIBUTION OF PROCEEDS FROM THE SETTLEMENT, YOU ARE REQUIRED TO SUBMIT THE CLAIM FORM THAT IS INCLUDED WITH THIS NOTICE POSTMARKED OR SUBMITTED ONLINE NO LATER THAN _____, 2018.

6. Are there exceptions to being included?

Excluded from the Class are investors who sold all of their Marvell shares prior to September 11, 2015, and the Defendants, present or former executive officers of Marvell and their immediate family members (as defined in 17 C.F.R. §229.404, Instructions 1(a)(iii) and 1(b)(ii)). Also excluded from the Class are those Persons who timely and validly request exclusion from the Class.

7. What if I am still not sure if I am included?

If you are still not sure whether you are included in the Settlement, you can ask for free help. You can contact the Claims Administrator toll-free at 1-866-651-8304, or you can fill out and return the Proof of Claim enclosed with this Notice, to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the Settlement provide?

A settlement has been reached in the Litigation between Lead Plaintiff and Defendants, the terms and conditions of which are set forth in the Stipulation and the Exhibits thereto. The following description of the proposed Settlement is only a summary, and reference is made to the text of the Stipulation, on file with the Court or accessible at www.MarvellSecuritiesClassAction.com, for a full statement of its provisions.

The Settlement Fund consists of Seventy-Two Million Five Hundred Thousand Dollars (\$72,500,000.00) in cash, plus any interest earned thereon.

A portion of the settlement proceeds will be used to pay attorneys’ fees and expenses to Lead Plaintiff’s Counsel, to pay for this Notice and the processing of claims submitted by Class Members, and to pay Taxes and Tax Expenses. The balance of the Settlement Fund (the “Net Settlement Fund”) will be distributed, in accordance with the Plan of Allocation described below, to Class Members who submit valid and timely Proofs of Claim.

1 The effectiveness of the Settlement is subject to a number of conditions and reference to the
2 Stipulation is made for further particulars regarding these conditions.

3 **9. How much will my payment be?**

4 Your share of the fund will depend on several things, including how many Class Members
5 submit a timely and valid Proof of Claim, the total dollar amount of the claims represented by the
6 valid Proofs of Claim that Class Members send in, the number of shares of Marvell common stock
you purchased or acquired during the Class Period, how much you paid for the shares, when you
purchased or acquired them, and if you sold your shares and for how much.

7 By following the instructions in the Plan of Allocation, you can calculate your claim. It is
8 unlikely that you will get a payment for the full amount of your claim. After all Class Members
9 have sent in their Proofs of Claim, the payment you get will be a part of the Net Settlement Fund
equal to your claim divided by the total of all valid claimants' claims. See the Plan of Allocation on
pages ____ for more information on your claim.

10 **10. How can I receive a payment?**

11 You may submit a Proof of Claim as described below. If you choose this option, you will
12 share in the proceeds of the proposed Settlement if your claim is timely, valid, and entitled to a
13 distribution under the Plan of Allocation described below and if the proposed Settlement is finally
approved by the Court; and you will be bound by the Judgment and release to be entered by the
Court as described below.

14 **TO PARTICIPATE IN THE DISTRIBUTION OF THE NET SETTLEMENT FUND,**
15 **YOU MUST TIMELY SUBMIT A PROOF OF CLAIM.** A Proof of Claim is enclosed with this
16 Notice or it may be downloaded at www.MarvellSecuritiesClassAction.com. Read the instructions
17 carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and mail or
18 submit it to the Claims Administrator so that it is *postmarked or electronically submitted no later*
than _____, **2018**. The Claim Form may be submitted online at
www.MarvellSecuritiesClassAction.com. Unless the Court orders otherwise, if you do not timely
submit a valid Proof of Claim, you will be barred from receiving any payments from the Net
Settlement Fund, but will in all other respects be bound by the provisions of the Stipulation and the
Judgment.

19 **11. When would I receive my payment?**

20 The Court will hold a Settlement Hearing on _____, **2018**, at _____.m., to decide
21 whether to approve the Settlement. If the Court approves the Settlement after that hearing, there
22 might be appeals. It is always uncertain whether these appeals can be resolved, and resolving them
23 can take time, perhaps more than a year. It also takes time for all the Proofs of Claim to be
processed. Please be patient.

24 **12. What am I giving up to receive a payment or to stay in the Class?**

25 If you do not make a valid and timely request in writing to be excluded from the Class, you
26 will be bound by any and all determinations or judgments in the Litigation in connection with the
27 Settlement entered into or approved by the Court, whether favorable or unfavorable to the Class, and
28 you shall be deemed to have, and by operation of the Judgment shall have, fully released all of the
Released Claims against the Released Persons, whether or not you submit a valid Proof of Claim.

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EXCLUDING YOURSELF FROM THE CLASS

13. How do I get out of the proposed Settlement?

If you do not wish to be included in the Class and you do not wish to participate in the proposed Settlement described in this Notice you may request to be excluded. *If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in this Litigation, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitations or repose.*

If you wish to be excluded, you must mail a written request stating that you wish to be excluded from the Class to:

Marvell Technology Litigation
Claims Administrator
EXCLUSIONS
c/o Gilardi & Co. LLC
3301 Kerner Blvd.
San Rafael, CA 94901

The request for exclusion must: (1) include your name, address, and telephone number; (2) state that you wish to be “excluded from the Class and do not wish to participate in the settlement in *Luna v. Marvell Technology Group, Ltd.*, No. 3:15-cv-05447-WHA (N.D. Cal.)”; (3) state the date(s), price(s), and number(s) of shares of all purchases, acquisitions, and/or sales of Marvell common stock during the period February 19, 2015 through December 7, 2015, inclusive; and (4) be signed by you or your representative. ***YOUR EXCLUSION REQUEST MUST BE RECEIVED NO LATER THAN _____, 2018.*** No request for exclusion will be considered valid unless all of the information described above is included in any such request. No further opportunity to request exclusion will be given in this Litigation. If you choose to be excluded from the Class, (a) you are not entitled to share in the proceeds of the Settlement described herein; (b) you are not bound by any judgment entered in the Litigation; and (c) you are not precluded by the Settlement from otherwise prosecuting an individual claim against Defendants, if timely, based on the matters complained of in the Litigation.

14. If I do not exclude myself, can I sue the Defendants and the other Released Persons for the same thing later?

No. Unless you exclude yourself, you give up any rights to sue the Defendants and the other Released Persons for any and all Released Claims. If you have a pending lawsuit against the Released Persons, speak to your lawyer in that case immediately. You must exclude yourself from this Litigation to continue your own lawsuit. Remember, the exclusion deadline is _____, **2018.**

15. If I exclude myself, can I get money from the proposed Settlement?

No. If you exclude yourself, you may not send in a Proof of Claim to ask for any money. But, you may be able to sue or be part of a different lawsuit against the Defendants and the other Released Persons about the claims raised in this Litigation.

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THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court ordered that the law firm of Robbins Geller Rudman & Dowd LLP represents the Class, including you. These lawyers are called Lead Counsel. You will not be charged for these lawyers. They will be paid from the Settlement Fund to the extent the Court approves their application for fees and expenses. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

At the Settlement Hearing, Lead Counsel will request the Court to award attorneys' fees of not more than 22% of the Settlement Amount, plus expenses not to exceed \$625,000.00, plus interest thereon. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

To date, Lead Plaintiff's Counsel have not received any payment for their services in conducting this Litigation on behalf of the Lead Plaintiff and the Class, nor have counsel been paid their expenses. The fee requested by Lead Counsel will compensate counsel for its efforts in achieving the Settlement for the benefit of the Class, and for its risk in undertaking this representation on a wholly contingent basis. Lead Counsel believes that the fee requested is well within the range of fees awarded to plaintiff's counsel under similar circumstances in other litigation of this type. The fee to be requested has been approved by the Lead Plaintiff.

18. Can I hire my own lawyer?

If you are a Class Member, you may, but are not required to, enter an appearance through counsel of your own choosing and at your own expense, provided that such counsel must file an appearance on your behalf on or before _____, 2018, and must serve copies of such appearance on the attorneys listed below. If you do not enter an appearance through counsel of your own choosing, you will be represented by Lead Counsel: Robbins Geller Rudman & Dowd LLP, Scott H. Saham, 655 West Broadway, Suite 1900, San Diego, CA 92101.

LEAD COUNSEL	COUNSEL FOR DEFENDANTS
Robbins Geller Rudman & Dowd LLP Scott H. Saham 655 West Broadway Suite 1900 San Diego, CA 92101	Quinn, Emanuel, Urquhart & Sullivan, LLP Harry A. Olivar, Jr. 865 South Figueroa Street 10th Floor Los Angeles, CA 90017 Skadden Arps, Slate Meagher & Flom LLP Jason D. Russell 300 South Grand Avenue Suite 3400 Los Angeles, CA 90071

1 **OBJECTING TO THE SETTLEMENT**

2 **19. How do I tell the Court that I object to the proposed Settlement?**

3 Any Class Member who objects to any aspect of the Settlement, the Plan of Allocation, or the
4 application for attorneys' fees and expenses, may appear and be heard at the Settlement Hearing.

5 The Court can only approve or deny the Settlement, not change its terms. You can ask the
6 Court to deny approval by filing an objection.

7 You may object to the proposed Settlement in writing. You may also appear at the
8 Settlement Hearing, either in person or through your own attorney. If you appear through your own
9 attorney you are responsible for paying that attorney. All written objections and supporting papers
10 must (a) clearly identify the case name and number (*Luna v. Marvell Technology Group, Ltd.*, Case
11 No. 3:15-cv-05447-WHA (N.D. Cal.)), (b) be submitted to the Court either by mailing them to the
12 Class Action Clerk, United States District Court for the Northern District of California, 450 Golden
13 Gate Avenue, San Francisco, California 94102, or by filing them in person at any location of the
14 United States District Court for the Northern District of California. Such objections, papers, and
15 briefs must be **received or filed, not simply postmarked, on or before _____, 2018.**

16 The notice of objection must demonstrate the objecting Person's membership in the Class,
17 including the number of shares of Marvell common stock purchased, otherwise acquired and sold
18 during the Class Period and contain a statement of the reasons for objection. Only Members of the
19 Class who have submitted written notices of objection in this manner will be entitled to be heard at
20 the Settlement Hearing, unless the Court orders otherwise. Any Member of the Class who does not
21 make his, her or its objection in the manner and time provided shall be deemed to have waived such
22 objection and shall forever be foreclosed from making any objection to the fairness or adequacy of
23 the proposed Settlement as set forth in the Stipulation, to the Plan of Allocation, or to the award of
24 attorneys' fees and expenses, unless otherwise ordered by the Court.

25 **20. What is the difference between objecting and excluding myself?**

26 Objecting is simply telling the Court that you do not like something about the proposed
27 Settlement, the Plan of Allocation, or the fee and expense application. You can object only if you
28 stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class.

THE COURT'S SETTLEMENT HEARING

29 **21. When and where will the Court decide whether to approve the proposed
30 Settlement?**

31 The Settlement Hearing will be held on _____, **2018, at _____**, before the Honorable
32 William Alsup, United States District Judge, at the United States District Court for the Northern
33 District of California, 450 Golden Gate Avenue, San Francisco, California 94102. The purpose of
34 the Settlement Hearing will be to determine: (1) whether the proposed Settlement, as set forth in the
35 Stipulation, consisting of Seventy-Two Million Five Hundred Thousand Dollars (\$72,500,000.00) in
36 cash, should be approved as fair, reasonable, and adequate to the Members of the Class; (2) whether
37 the proposed plan to distribute the Settlement proceeds (the "Plan of Allocation") is fair, reasonable,
38 and adequate; (3) whether the application by Lead Counsel for an award of attorneys' fees and
expenses should be approved; and (4) whether the Judgment, in the form attached to the Stipulation,
should be entered. **The Court may adjourn the Settlement Hearing from time to time and
without further notice to the Class. Class Members should check the Settlement website or the
Court's PACER site (see Question 26 below) to confirm that the date of the Settlement Hearing
has not been changed.**

22. Do I have to come to the hearing?

No. Lead Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or statement in support of the Settlement, you are not required to come to Court to discuss it. As long as you mailed your objection on time, the Court will consider it. You may also pay your own lawyer to attend, but you are not required to do so. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

23. May I speak at the hearing?

If you object to the Settlement, the Plan of Allocation, or the fee and expense application, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include in your objection (*see* Question 19 above) a statement saying that it is your “Notice of Intention to Appear in *Luna v. Marvell Technology Group, Ltd.*, No. 3:15-cv-05447-WHA (N.D. Cal.)” Persons who intend to object to the Settlement, the Plan of Allocation and/or the fee and expense application, and desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing. You cannot speak at the hearing if you exclude yourself.

24. What happens if I do nothing at all?

You may do nothing at all. If you choose this option, you will not share in the proceeds of the Settlement, but you will be bound by any judgment entered by the Court, and you shall be deemed to have, and by operation of the Judgment shall have, fully released all of the Released Claims against the Released Persons.

DISMISSALS AND RELEASES**25. What happens if the proposed Settlement is approved?**

As a Class Member, in consideration for the benefits of the Settlement, you will be bound by the terms of the Settlement and you will release Defendants, the Former Defendants, and their Related Parties from the Released Claims as defined below.

“Released Claims” means any and all claims, rights, causes of action, liabilities, actions, suits, damages, or demands (including Unknown Claims as defined in ¶1.33 herein) of any kind whatsoever, that Lead Plaintiff or any other Class Member has that relate in any way to the purchase or acquisition of Marvell common stock by Class Members during the Class Period and either: (a) arise out of or are based upon or related to the facts alleged or the claims or allegations set forth in the Litigation; or (b) relate in any way to any violation of the Exchange Act or any other state, federal or foreign jurisdiction’s securities or other laws, any misstatement, omission or disclosure (including in financial statements), or any other alleged wrongdoing or misconduct by the Released Persons. Notwithstanding the foregoing, “Released Claims” does not include claims relating to the enforcement of the settlement.

“Released Persons” means each and all of the Defendants or Former Defendants and their Related Parties.

If the proposed Settlement is approved, the Court will enter a Judgment (the “Judgment”). In addition, upon the Effective Date, Lead Plaintiff and each of the Class Members, for themselves and for any other Person claiming (now or in the future) through or on behalf of them, and regardless of whether any such plaintiff or Class Member ever seeks or obtains by any means, including, without

1 limitation, by submitting a Proof of Claim, any distribution from the Settlement Fund, shall be
2 deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released,
3 relinquished, and discharged all Released Claims against the Released Persons, and shall be
4 permanently barred and enjoined from instituting, commencing, or prosecuting any such Released
5 Claim against the Released Persons except to enforce the releases and other terms and conditions
6 contained in the Stipulation or the Judgment entered pursuant thereto.

GETTING MORE INFORMATION

26. How do I get more information about the proposed Settlement?

7 This Notice contains only a summary of the terms of the proposed Settlement and does not
8 describe all of the details of the Stipulation. For the precise terms and conditions of the Settlement,
9 please see the Stipulation available at www.MarvellSecuritiesClassAction.com, by contacting Lead
10 Counsel at (800) 449-4900, by accessing the Court docket in this case through the Court's Public
11 Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting
12 the office of the Clerk on the 16th floor of the Court for the United States District Court for the
13 Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94102, between
14 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. **DO NOT**
15 **TELEPHONE THE COURT REGARDING THIS NOTICE.**

16 If you have any questions about the Settlement of the Litigation, you may contact Lead
17 Counsel by writing to:

18 ROBBINS GELLER RUDMAN
19 & DOWD LLP
20 ELLEN GUSIKOFF STEWART
21 655 West Broadway, Suite 1900
22 San Diego, CA 92101
23 EllenG@rgrdlaw.com

SPECIAL NOTICE TO NOMINEES

24 Nominees who purchased or otherwise acquired the Marvell common stock for the beneficial
25 interest of other Persons during the Class Period shall, within ten (10) business days after receipt of
26 this Notice: (1) provide the Claims Administrator with the names and addresses of such beneficial
27 owners, or (2) forward a copy of this Notice and the Proof of Claim by First-Class Mail to each such
28 beneficial owner, and provide Lead Counsel with written confirmation that the Notice and Proof of
Claim have been so forwarded. Upon submission of appropriate documentation, Lead Counsel will
reimburse your reasonable costs and expenses of complying with this provision. Additional copies
of this Notice may be obtained from the Claims Administrator by writing to:

Marvell Technology Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 404041
Louisville, KY 40233-4041

PLAN OF ALLOCATION OF NET SETTLEMENT FUND

26 The Net Settlement Fund will be distributed to Class Members who, in accordance with the
27 terms of the Stipulation, are entitled to a distribution from the Net Settlement Fund pursuant to any
28 Plan of Allocation or any order of the Court and who submit a valid and timely Proof of Claim under
the Plan of Allocation described below. The Plan of Allocation provides that you will be eligible to

1 participate in the distribution of the Net Settlement Fund only if you have an overall net loss on all of
 2 your transactions in Marvell common stock during the Class Period.

3 For purposes of determining the amount an Authorized Claimant may recover under the Plan
 4 of Allocation, Lead Counsel has conferred with its damages expert and developed a Plan of
 5 Allocation that divides the Settlement proceeds equitably among Class Members.

6 In the unlikely event there are sufficient funds in the Net Settlement Fund, each Authorized
 7 Claimant will receive an amount equal to the Authorized Claimant's claim, as defined below. If,
 8 however, and as is more likely, the amount in the Net Settlement Fund is not sufficient to permit
 9 payment of the total claim of each Authorized Claimant, then each Authorized Claimant shall be
 10 paid the percentage of the Net Settlement Fund that each Authorized Claimant's claim bears to the
 11 total of the claims of all Authorized Claimants. Payment in this manner shall be deemed conclusive
 12 against all Authorized Claimants.

13 A claim will be calculated as follows:

Marvell Technology Group, Ltd.
ISIN: BMG5876H1051

February 19, 2015 – December 7, 2015

14 The allocation below is based on the following inflation per share amounts for Class Period
 15 common stock purchases and sales as well as the statutory PSLRA 90 day-look back amount of
 16 \$8.73. Furthermore, if any of the formulas set forth below yield an amount less than \$0.00 the claim
 17 per share is \$0.00.

Inflation Period	Inflation per Share
February 19, 2015 – September 10, 2015	\$3.75
September 11, 2015 – October 26, 2015	\$2.03
October 27, 2015 – December 6, 2015	\$0.68
December 7, 2015	\$0.61

18 For shares of Marvell common stock *purchased, or acquired, on or between February 19,*
 19 *2015 through December 7, 2015*, the claim per share shall be as follows:

- 20 a) If sold prior to September 11, 2015, the claim per share is \$0.00.
- 21 b) If sold on or between September 11, 2015 through December 7, 2015, the
 22 claim per share shall be the lesser of: (i) the inflation per share at the time of
 23 purchase less the inflation per share at the time of sale; and (ii) the difference
 24 between the purchase price and the selling price.
- 25 c) If retained at the end of December 7, 2015 and sold on or before March 4,
 26 2016, the claim per share shall be the least of: (i) the inflation per share at the time of
 27 purchase; (ii) the difference between the purchase price and the selling price; and (iii)
 28 the difference between the purchase price and the average closing price up to the date
 of sale as set forth in the table below.
- d) If retained at the close of trading on March 4, 2016, or sold thereafter, the
 claim per share shall be the lesser of: (i) the inflation per share at the time of
 purchase; and (ii) the difference between the purchase price and \$8.73.

		Average
	Closing	Closing
<u>Date</u>	<u>Price</u>	<u>Price</u>
1		
2		
3		
4	12/8/2015	\$8.42
5	12/9/2015	\$8.27
6	12/10/2015	\$8.42
7	12/11/2015	\$8.23
8	12/14/2015	\$8.04
9	12/15/2015	\$8.24
10	12/16/2015	\$8.56
11	12/17/2015	\$8.47
12	12/18/2015	\$8.57
13	12/21/2015	\$8.55
14	12/22/2015	\$8.68
15	12/23/2015	\$8.94
16	12/24/2015	\$9.02
17	12/28/2015	\$8.89
18	12/29/2015	\$8.96
19	12/30/2015	\$8.76
20	12/31/2015	\$8.82
21	1/4/2016	\$8.80
22	1/5/2016	\$8.52
23	1/6/2016	\$8.05
24	1/7/2016	\$8.13
25	1/8/2016	\$8.22
26	1/11/2016	\$8.32
27	1/12/2016	\$8.48
28	1/13/2016	\$8.29
	1/14/2016	\$8.34
	1/15/2016	\$8.11
	1/19/2016	\$7.77
	1/20/2016	\$7.91
	1/21/2016	\$8.11
	1/22/2016	\$8.18
	1/25/2016	\$8.18
	1/26/2016	\$8.32
	1/27/2016	\$8.19
	1/28/2016	\$8.38
	1/29/2016	\$8.85
	2/1/2016	\$8.93
	2/2/2016	\$8.67
	2/3/2016	\$9.27

1	2/4/2016	\$9.30	\$8.48
2	2/5/2016	\$8.96	\$8.49
	2/8/2016	\$8.85	\$8.50
3	2/9/2016	\$8.70	\$8.50
4	2/10/2016	\$8.58	\$8.51
	2/11/2016	\$8.41	\$8.50
5	2/12/2016	\$8.61	\$8.51
	2/16/2016	\$9.12	\$8.52
6	2/17/2016	\$9.30	\$8.54
7	2/18/2016	\$9.28	\$8.55
	2/19/2016	\$9.16	\$8.56
8	2/22/2016	\$9.30	\$8.58
	2/23/2016	\$9.26	\$8.59
9	2/24/2016	\$9.49	\$8.61
10	2/25/2016	\$9.55	\$8.62
	2/26/2016	\$9.54	\$8.64
11	2/29/2016	\$9.55	\$8.66
12	3/1/2016	\$9.75	\$8.68
	3/2/2016	\$9.94	\$8.70
13	3/3/2016	\$9.80	\$8.72
14	3/4/2016	\$9.75	\$8.73

15 The date of purchase or sale is the “contract” or “trade” date as distinguished from the
16 “settlement” date.

17 For Class Members who held Marvell common stock at the beginning of the Class Period or
18 made multiple purchases, acquisitions or sales during the Class Period, the First-In, First-Out
19 (“FIFO”) method will be applied to such holdings, purchases and acquisitions, and sales for purposes
20 of calculating a claim. Under the FIFO method, sales of Marvell common stock during the Class
21 Period will be matched, in chronological order, first against shares of Marvell common stock held at
22 the beginning of the Class Period. The remaining sales of common stock during the Class Period
23 will then be matched, in chronological order, against shares purchased or acquired during the Class
24 Period.

21 A Class Member will be eligible to receive a distribution from the Net Settlement Fund only
22 if a Class Member had a net overall loss, after all profits from transactions in all Marvell common
23 stock described above during the Class Period are subtracted from all losses. However, the proceeds
24 from sales of shares that have been matched against the shares held at the beginning of the Class
25 Period will not be used in the calculation of such net loss. No distributions will be made to
26 Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

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

26 Defendants, their respective counsel, and all other Released Persons will have no
27 responsibility or liability whatsoever for the investment of the Settlement Fund, the distribution of
28 the Net Settlement Fund, the Plan of Allocation, or the payment of any claim. No Person shall have
any claim against the Lead Plaintiff, Lead Plaintiff’s Counsel, any claims administrator, or other
Person designated by Lead Plaintiff’s Counsel, or any Defendant or Defendant’s counsel, based on

1 distributions made under the Stipulation and the Settlement contained therein, the Plan of Allocation,
2 or further orders of the Court. All Class Members who fail to complete and file a valid and timely
3 Proof of Claim shall be barred from participating in distributions from the Net Settlement Fund
(unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the
4 Stipulation, including the terms of any judgment entered and the releases given.

5 DATED: _____

6 BY ORDER OF THE COURT
7 UNITED STATES DISTRICT COURT
8 NORTHERN DISTRICT OF CALIFORNIA
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EXHIBIT A-2

1 ROBBINS GELLER RUDMAN
& DOWD LLP
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JASON C. DAVIS (253370)
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5 415/288-4534 (fax)
shawnw@rgrdlaw.com
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- and -

7 ELLEN GUSIKOFF STEWART (144892)
JONAH H. GOLDSTEIN (193777)
8 SCOTT H. SAHAM (188355)
MATTHEW I. ALPERT (238024)
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13 malpert@rgrdlaw.com
cdolan@rgrdlaw.com

14 Lead Counsel for Plaintiff

15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA
17 SAN FRANCISCO DIVISION

18 DANIEL LUNA, Individually and on Behalf of) Case No. 3:15-cv-05447-WHA
19 All Others Similarly Situated,)
20 Plaintiff,) **(Consolidated)**
21 vs.) CLASS ACTION
22 MARVELL TECHNOLOGY GROUP, LTD.,) PROOF OF CLAIM AND RELEASE
et al.,) EXHIBIT A-2
23 Defendants.)
24 _____)

1 **I. GENERAL INSTRUCTIONS**

2 1. Capitalized terms not defined in this Proof of Claim and Release form (“Proof of
3 Claim and Release”) have the same meaning as set forth in the Notice of Proposed Settlement of
4 Class Action (“Notice”) that accompanies this Proof of Claim and Release and the Stipulation of
5 Settlement, dated December 19, 2017 (the “Stipulation”).

6 2. To recover as a Member of the Class based on your claims in the action entitled *Luna*
7 *v. Marvell Technology Group, Ltd.*, Case No. 3:15-cv-05447-WHA (the “Litigation”), you must
8 complete and, on page ___ hereof, sign this Proof of Claim and Release. If you fail to submit a
9 timely and properly addressed (as set forth in paragraph 4 below) Proof of Claim and Release, your
10 claim may be rejected and you may not receive any recovery from the Net Settlement Fund created
11 in connection with the proposed settlement.

12 3. Submission of this Proof of Claim and Release, however, does not assure that you
13 will share in the proceeds of the settlement of the Litigation. To share in the proceeds, the Claims
14 Administrator must determine, based on the information in your Proof of Claim and Release, that
15 you have a recognized loss as a result of your purchases or acquisitions of Marvell common stock
16 during the Class Period.

17 4. **YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED**
18 **PROOF OF CLAIM AND RELEASE, ACCOMPANIED BY COPIES OF THE DOCUMENTS**
19 **REQUESTED HEREIN, NO LATER THAN _____, 2018, ADDRESSED AS FOLLOWS:**

20 *Marvell Technology Litigation*
21 Claims Administrator
22 c/o Gilardi & Co. LLC
23 P.O. Box 404041
Louisville, KY 40233-4041
Online submissions: www.MarvellSecuritiesClassAction.com

24 If you are NOT a Member of the Class (as defined in the Notice), DO NOT submit a Proof of Claim
25 and Release.

26 5. If you are a Member of the Class and you do not timely request exclusion, you will be
27 bound by the terms of any judgment entered in the Litigation, including the releases provided
28 therein, **WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE.**

1 **II. CLAIMANT IDENTIFICATION**

2 If you purchased or otherwise acquired Marvell Technology Group, Ltd. (“Marvell”)
3 common stock and held the certificate(s) in your name, you are the beneficial purchaser or acquirer
4 as well as the record purchaser or acquirer. If, however, you purchased or acquired Marvell common
5 stock and the certificate(s) were registered in the name of a third party, such as a nominee or
6 brokerage firm, you are the beneficial purchaser or acquirer and the third party is the record
7 purchaser or acquirer.

8 Use Part I of this form entitled “Claimant Identification” to identify each purchaser or
9 acquirer of record (“nominee”), if different from the beneficial purchaser or acquirer of the Marvell
10 common stock that form the basis of this claim. **THIS CLAIM MUST BE FILED BY THE**
11 **ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S) OR THE LEGAL**
12 **REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIRER(S) OF THE MARVELL**
13 **COMMON STOCK UPON WHICH THIS CLAIM IS BASED.**

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

20 **III. CLAIM FORM**

21 Use Part II of this form entitled “Schedule of Transactions in Marvell Common Stock” to
22 supply all required details of your transaction(s) in Marvell common stock. If you need more space
23 or additional schedules, attach separate sheets giving all of the required information in substantially
24 the same form. Sign and print or type your name on each additional sheet.

25 On the schedules, provide all of the requested information with respect to *all* of your
26 purchases or acquisitions and *all* of your sales of Marvell common stock which took place during the
27 period from February 19, 2015 through and including March 4, 2016, whether such transactions
28 resulted in a profit or a loss. You must also provide all of the requested information with respect to

1 **all** of the Marvell common stock you held at the close of trading on February 18, 2015, December 7,
2 2015, and March 4, 2016. Failure to report all such transactions may result in the rejection of your
3 claim.

4 List each transaction separately and in chronological order, by trade date, beginning with the
5 earliest. You must accurately provide the month, day, and year of each transaction you list.

6 The date of covering a “short sale” is deemed to be the date of purchase of Marvell common
7 stock. The date of a “short sale” is deemed to be the date of sale of Marvell common stock.

8 Broker confirmations or brokerage statements reflecting your purchases or other
9 documentation of your transactions in Marvell stock during the Class Period (such as a Schedule D
10 from your federal income tax return) should be attached to your Proof of Claim and Release form. If
11 you purchased Marvell stock through a broker, you should be able to obtain duplicate copies of
12 confirmation or brokerage statements from that broker. Failure to provide this documentation could
13 delay verification of your claim or result in rejection of your claim.

14 The above requests are designed to provide the minimum amount of information necessary to
15 process the simplest claims. The Claims Administrator may request additional information as
16 required to efficiently and reliably calculate the amount of your claim. In some cases where the
17 Claims Administrator cannot perform the calculation accurately or at a reasonable cost to the Class
18 with the information provided, the Claims Administrator may condition acceptance of the Proof of
19 Claim and Release form upon the production of additional information that it may, in its discretion,
20 require to process the claim.

21 NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of
22 transactions may request, or may be requested, to submit information regarding their transactions in
23 electronic files. All claimants MUST submit a manually signed paper Proof of Claim and Release
24 whether or not they also submit electronic copies. If you wish to file your claim electronically, you
25 must contact the Claims Administrator at edata@gilardi.com to obtain the required file layout. No
26 electronic files will be considered to have been properly submitted unless the Claims Administrator
27 issues to the claimant a written acknowledgment of receipt and acceptance of electronically
28 submitted data.

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

Luna v. Marvell Technology Group, Ltd., et al.

Case No. 3:15-cv-05447-WHA

PROOF OF CLAIM AND RELEASE

Must Be Postmarked (if Mailed) or Received (if Filed Electronically) No Later Than:

_____, 2018

Please Type or Print

PART I: CLAIMANT IDENTIFICATION

Beneficial Owner's Name (First, Middle, Last)

Street Address

City

State or Province

Zip Code or Postal Code

Country

Social Security Number or
Taxpayer Identification Number

Individual
Corporation/Other

Area Code

Telephone Number (work)

Area Code

Telephone Number (home)

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

1 PART II: SCHEDULE OF TRANSACTIONS IN MARVELL COMMON STOCK

2 A. Number of shares of Marvell common stock held at the close of trading on February
3 18, 2015: _____

4 B. Purchases or acquisitions of Marvell common stock (February 19, 2015 – March 4,
5 2016, inclusive):

Trade Date Month Day Year	Number of Shares Purchased or Acquired	Total Purchase or Acquisition Price
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____

10 **IMPORTANT:** (i) If any purchase listed covered a “short sale,” please mark Yes. Yes

11 (ii) If you received shares through an acquisition or merger, please identify the date, the share
12 amount and the company acquired:

13 MM/ DD/ YYYY Merger Shares: Company:
14 _____/_____/_____

15 C. Sales of Marvell common stock (February 19, 2015 – March 4, 2016, inclusive):

Trade Date Month Day Year	Number of Shares Sold	Total Sales Price
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____

21 D. Number of shares of Marvell common stock held at the close of trading on December
22 7, 2015: _____

23 E. Number of shares of Marvell common stock held at the close of trading on March 4,
24 2016: _____

25 If you require additional space, attach extra schedules in the same format as above. Sign and
26 print your name on each additional page.

1 **YOU MUST READ AND SIGN THE RELEASE ON PAGE __. FAILURE TO SIGN**
2 **THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF**
3 **YOUR CLAIM.**

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1 **IV. SUBMISSION TO JURISDICTION OF COURT AND**
2 **ACKNOWLEDGMENTS**

3 I (We) submit this Proof of Claim and Release under the terms of the Stipulation of
4 Settlement described in the Notice. I (We) also submit to the jurisdiction of the United States
5 District Court for the Northern District of California with respect to my (our) claim as a Class
6 Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I
7 am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation.
8 I (We) agree to furnish additional information to the Claims Administrator to support this claim
9 (including transactions in other Marvell securities) if requested to do so. I (We) have not submitted
10 any other claim covering the same purchases, acquisitions or sales of Marvell common stock during
11 the Class Period and know of no other person having done so on my (our) behalf.

12 **V. RELEASE**

13 1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully,
14 finally, and forever settle, release, and discharge from the Released Claims each and all of the
15 “Released Persons,” defined as each and all of the Defendants or Former Defendants and their
16 Related Parties. “Related Parties” means, as applicable, each of a Defendant’s respective present
17 and former parents, subsidiaries, divisions, joint ventures, affiliates, and each of their and
18 Defendants’ respective present and former employees, members, partners, principals, agents,
19 officers, directors, controlling shareholders, attorneys, advisors, accountants, auditors, financial or
20 investment advisors or consultants, banks or investment bankers, personal or legal representatives,
21 insurers, co-insurers, reinsurers, related or affiliated entities, predecessors, successors, spouses,
22 estates, heirs, executors, trusts, trustees, administrators, agents, representatives, and assigns, in their
23 capacity as such, any entity in which a Defendant has a controlling interest, any member of
24 Sutardja’s immediate family, and any trust in which Sutardja is the settlor or which is for the benefit
25 of any Defendant and/or member(s) of his family.

26 2. “Released Claims” means any and all claims, rights, causes of action, liabilities,
27 actions, suits, damages, or demands (including Unknown Claims as defined in ¶1.33 herein) of any
28 kind whatsoever, that Lead Plaintiff or any other Class Member has that relate in any way to the

1 purchase or acquisition of Marvell common stock by Class Members during the Class Period and
2 either: (a) arise out of or are based upon or related to the facts alleged or the claims or allegations set
3 forth in the Litigation; or (b) relate in any way to any violation of the Exchange Act or any other
4 state, federal or foreign jurisdiction's securities or other laws, any misstatement, omission or
5 disclosure (including in financial statements), or any other alleged wrongdoing or misconduct by the
6 Released Persons. Notwithstanding the foregoing, "Released Claims" does not include claims
7 relating to the enforcement of the settlement.

8 3. "Unknown Claims" means any Released Claims which Lead Plaintiff or Class
9 Members do not know or suspect to exist in his, her or its favor at the time of the release of the
10 Released Persons which, if known by him, her or it, might have affected his, her or its settlement
11 with and release of the Released Persons, or might have affected his, her or its decision not to object
12 to this settlement or seek exclusion from the Class. With respect to any and all Released Claims, the
13 Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff shall expressly waive
14 and each of the Class Members shall be deemed to have, and by operation of the Judgment shall
15 have, expressly waived the provisions, rights, and benefits of California Civil Code §1542 and any
16 law of any state or territory of the United States, or principle of common law, which is similar,
17 comparable, or equivalent to California Civil Code §1542, which provides:

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

22 Lead Plaintiff and Class Members may hereafter discover facts in addition to or different from those
23 which he, she or it now knows or believes to be true with respect to the subject matter of the
24 Released Claims, but Lead Plaintiff shall expressly settle and release and each Class Member, upon
25 the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully,
26 finally, and forever settled and released any and all Released Claims, known or unknown, suspected
27 or unsuspected, contingent or non-contingent, disclosed or undisclosed, matured or unmatured,
28 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,

1 conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule,
2 without regard to the subsequent discovery or existence of such different or additional facts. Lead
3 Plaintiff acknowledges, and the Class Members shall be deemed by operation of the Judgment to
4 have acknowledged, that the foregoing waiver was separately bargained for and a key element of the
5 settlement of which this release is a part.

6 4. This release shall be of no force or effect unless and until the Court approves the
7 Stipulation of Settlement and the settlement becomes effective on the Effective Date (as defined in
8 the Stipulation).

9 5. I (We) hereby warrant and represent that I (we) have not assigned or transferred or
10 purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this
11 release or any other part or portion thereof.

12 6. I (We) hereby warrant and represent that I (we) have included the information
13 requested about all of my (our) transactions in Marvell common stock which are the subject of this
14 claim, which occurred during the Class Period as well as the opening and closing positions in such
15 shares held by me (us) on the dates requested in this claim form.

16 I declare under penalty of perjury under the laws of the United States of America that all of
17 the foregoing information supplied on this Proof of Claim and Release by the undersigned is true and
18 correct.

19 Executed this _____ day of _____ in _____,
20 (Month/Year) (City)
21 _____
(State/Country)

22 _____
(Sign your name here)

23 _____
(Type or print your name here)

24 _____
(Capacity of person(s) signing,
25 e.g., Beneficial Purchaser or Acquirer, Executor
26 or Administrator)

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

1 Reminder Checklist:

- 2 1. Please sign the above release and
3 2. If this claim is being made on behalf of
4 3. Remember to attach copies of supporting
5 4. **Do not send** originals of certificates.
6 5. Keep a copy of your Proof of Claim and
7 6. If you desire an acknowledgment of
8 7. If you move, please send your new
9 8. **Do not use red pen or highlighter** on the
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**THIS PROOF OF CLAIM AND RELEASE MUST BE SUBMITTED ONLINE OR, IF
MAILED, POSTMARKED NO LATER THAN _____, 2018, ADDRESSED AS
FOLLOWS:**

Marvell Technology Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 404041
Louisville, KY 40233-4041
www.MarvellSecuritiesClassAction.com

EXHIBIT A-3

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 SHAWN A. WILLIAMS (213113)
JASON C. DAVIS (253370)
3 Post Montgomery Center
One Montgomery Street, Suite 1800
4 San Francisco, CA 94104
Telephone: 415/288-4545
5 415/288-4534 (fax)
shawnw@rgrdlaw.com
6 jdavis@rgrdlaw.com
- and -

7 ELLEN GUSIKOFF STEWART (144892)
JONAH H. GOLDSTEIN (193777)
8 SCOTT H. SAHAM (188355)
MATTHEW I. ALPERT (238024)
9 CARISSA J. DOLAN (303887)
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10 San Diego, CA 92101
Telephone: 619/231-1058
11 619/231-7423 (fax)
elleng@rgrdlaw.com
12 jonahg@rgrdlaw.com
scotts@rgrdlaw.com
13 malpert@rgrdlaw.com
cdolan@rgrdlaw.com

14 Lead Counsel for Plaintiff

15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA
17 SAN FRANCISCO DIVISION

18 DANIEL LUNA, Individually and on Behalf of) Case No. 3:15-cv-05447-WHA
19 All Others Similarly Situated,)
) (Consolidated)
20 Plaintiff,)
) CLASS ACTION
21 vs.)
) SUMMARY NOTICE
22 MARVELL TECHNOLOGY GROUP, LTD.,)
et al.,) EXHIBIT A-3
23 Defendants.)
24 _____)

1 TO: ALL PERSONS AND ENTITIES WHO PURCHASED OR OTHERWISE ACQUIRED
2 MARVELL TECHNOLOGY GROUP, LTD. (“MARVELL”) COMMON STOCK
3 DURING THE PERIOD FROM FEBRUARY 19, 2015 THROUGH DECEMBER 7, 2015,
4 INCLUSIVE

5 YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court
6 for the Northern District of California, that a hearing will be held on _____, 2018, at _____,
7 before the Honorable William Alsup, United States District Judge, at the United States District Court
8 for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California, for the
9 purpose of determining: (1) whether the proposed settlement as set forth in the Stipulation of
10 Settlement, dated December 19, 2017 (“Stipulation”), of the above-captioned action (“Litigation”)
11 for \$72,500,000.00 in cash should be approved by the Court as fair, reasonable, and adequate;
12 (2) whether a Judgment should be entered by the Court dismissing the Litigation with prejudice;
13 (3) whether the Plan of Allocation is fair, reasonable, and adequate and should be approved; and
14 (4) whether the application of Lead Counsel for the payment of attorneys’ fees and expenses should
15 be approved.

16 IF YOU PURCHASED OR ACQUIRED MARVELL COMMON STOCK BETWEEN
17 FEBRUARY 19, 2015 AND DECEMBER 7, 2015, INCLUSIVE, YOUR RIGHTS MAY BE
18 AFFECTED BY THE SETTLEMENT OF THIS LITIGATION. If you have not received a detailed
19 Notice of Proposed Settlement of Class Action (“Notice”) and a copy of the Proof of Claim and
20 Release form (“Proof of Claim and Release”), you may obtain copies by writing to *Marvell*
21 *Technology Litigation*, Claims Administrator, c/o Gilardi & Co. LLC, P.O. Box 404041, Louisville,
22 KY 40233-4041, or on the internet at www.MarvellSecuritiesClassAction.com.

23 If you are a Class Member, in order to share in the distribution of the Net Settlement Fund,
24 you must submit a Proof of Claim and Release by mail *postmarked no later than* _____,
25 **2018**, or submitted electronically *no later than* _____, **2018**, establishing that you are entitled
26 to recovery. Your failure to submit your Proof of Claim and Release by _____, 2018, will
27 subject your claim to possible rejection and may preclude you from receiving any of the recovery in
28 connection with the settlement of this Litigation. If you are a Member of the Class and do not
request exclusion, you will be bound by the settlement and any judgment and release entered in the

1 Litigation, including, but not limited to, the Judgment, whether or not you submit a Proof of Claim
2 and Release.

3 To exclude yourself from the Class, you must submit a written request for exclusion in
4 accordance with the instructions set forth in the Notice such that it is *received no later than*
5 _____, **2018**. All Members of the Class who have not requested exclusion from the Class
6 will be bound by the settlement entered in the Litigation even if they do not submit a timely Proof of
7 Claim and Release.

8 Any objection to the settlement, the Plan of Allocation, or the fee and expense application
9 must be submitted to the Court in accordance with the instructions set forth in the Notice *no later*
10 *than* _____, **2018**. If you object, but also want to be eligible for a payment from the settlement,
11 you must still submit a Proof of Claim and Release or you will not receive a payment from the
12 settlement.

13 **PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE**
14 **REGARDING THIS NOTICE.** If you have any questions about the settlement, you may contact
15 Lead Counsel at the following address:

16 ROBBINS GELLER RUDMAN
17 & DOWD LLP
18 ELLEN GUSIKOFF STEWART
655 West Broadway, Suite 1900
San Diego, CA 92101

19
20 DATED: _____

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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EXHIBIT B

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

DANIEL LUNA, Individually and on Behalf of)	Case No. 3:15-cv-05447-WHA
All Others Similarly Situated,)
)
Plaintiff,)
)
vs.)
)
MARVELL TECHNOLOGY GROUP, LTD.,)
et al.,)
)
Defendants.)
)

(Consolidated)
CLASS ACTION
[PROPOSED] JUDGMENT
EXHIBIT B

1 This matter came before the Court pursuant to the Order Preliminarily Approving Settlement
2 and Providing for Notice (“Order”) dated _____, 2017, on the application of the parties for
3 approval of the settlement set forth in the Stipulation of Settlement dated December 19, 2017 (the
4 “Stipulation”). Full and adequate notice having been given to the Class as required in said Order,
5 and the Court having considered all papers filed and proceedings had herein and otherwise being
6 fully informed in the premises and good cause appearing therefore, IT IS HEREBY ORDERED
7 THAT:

8 1. This Judgment incorporates by reference the definitions in the Stipulation, and all
9 terms used herein shall have the same meanings as set forth in the Stipulation, unless otherwise set
10 forth herein.

11 2. This Court has jurisdiction over the subject matter of the Litigation and over all
12 parties to the Litigation, including all Members of the Class.

13 3. The Court finds that the distribution of the Notice, Proof of Claim and Release, and
14 Summary Notice complied with the terms of the Stipulation and the Order, and provided the best
15 notice practicable under the circumstances of those proceedings and of the matters set forth therein,
16 including the proposed settlement set forth in the Stipulation, to all Persons entitled to such notice,
17 and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23, Section
18 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. §78u-4(a)(7) as amended by the Private
19 Securities Litigation Reform Act, due process, and any other applicable law.

20 4. [There have been no objections to the settlement.]

21 5. In light of the benefits to the Class, the complexity, expense, and possible duration of
22 further litigation against Defendants, the risks of establishing liability and damages, and the costs of
23 continued litigation, pursuant to Federal Rule of Civil Procedure 23, the Court hereby approves the
24 settlement set forth in the Stipulation and finds that:

25 (a) said Stipulation and the settlement contained therein, are, in all respects, fair,
26 reasonable, and adequate and in the best interest of the Class;

27 (b) there was no collusion in connection with the Stipulation;

28

1 (c) the Stipulation was the product of informed, arm's-length negotiations among
2 competent, able counsel; and

3 (d) the record is sufficiently developed and complete to have enabled the Lead
4 Plaintiff and the Defendants to have adequately evaluated and considered their positions.

5 Accordingly, the Court authorizes and directs implementation and performance of all the
6 terms and provisions of the Stipulation, as well as the terms and provisions hereof.

7 6. Except as to any individual claim of those Persons (identified in Exhibit 1 attached
8 hereto) who have validly and timely requested exclusion from the Class, the Litigation and all claims
9 contained therein, including the Released Claims, are dismissed with prejudice as to Lead Plaintiff,
10 and all other Class Members, and as against the Released Persons. The Settling Parties are to bear
11 their own fees and costs except as otherwise provided in the Stipulation or this Order, or any
12 separate order with respect to the application for an award of attorneys' fees or expenses pursuant to
13 the Stipulation.

14 7. Upon the Effective Date, and as provided in the Stipulation, Lead Plaintiff shall, and
15 each of the Class Members shall be deemed to have, and by operation of this Judgment shall have,
16 fully, finally, and forever released, relinquished, and discharged any and all Released Claims
17 (including Unknown Claims) against the Released Persons, whether or not such Class Member
18 executes and delivers the Proof of Claim and Release form or shares in the Settlement Fund. Claims
19 to enforce the terms of the Stipulation are not released.

20 8. Lead Plaintiff and all Class Members are hereby forever barred and enjoined from
21 prosecuting any of the Released Claims against any of the Released Persons.

22 9. Upon the Effective Date, and as provided in the Stipulation, each of the Released
23 Persons shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and
24 forever released, relinquished, and discharged Lead Plaintiff, each and all of the Class Members, and
25 Lead Plaintiff's Counsel from all claims and causes of action of every nature and description
26 (including Unknown Claims) whether arising under federal, state, common or foreign law, that arise
27 out of or relate in any way to the institution, prosecution, or settlement of the claims against
28 Defendants, except for claims relating to the enforcement of the settlement.

1 10. Each Member of the Class, whether or not such Member of the Class executes and
2 delivers a Proof of Claim and Release, is bound by this Judgment, including, without limitation, the
3 release of claims as set forth in the Stipulation.

4 11. All Persons and entities whose names appear on Exhibit 1 hereto are hereby excluded
5 from the Class, are not bound by this Judgment, and may not make any claim with respect to or
6 receive any benefit from the settlement.

7 12. Neither the Stipulation nor the settlement contained therein, nor any act performed or
8 document executed pursuant to or in furtherance of the Stipulation or the settlement: (a) is or may be
9 deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim,
10 the truth of any of the allegations in the Litigation, or of any wrongdoing, fault, or liability of the
11 Defendants or their respective Related Parties, or that Lead Plaintiff or any Class Members have
12 suffered any damages, harm, or loss, or (b) is or may be deemed to be or may be used as an
13 admission of, or evidence of, any fault or omission of any of the Defendants or their respective
14 Related Parties in any civil, criminal, or administrative proceeding in any court, administrative
15 agency, or other tribunal. The Defendants and/or their respective Related Parties may file the
16 Stipulation and/or this Judgment from this action in any other action that may be brought against
17 them in order to support a defense or counterclaim based on principles of *res judicata*, collateral
18 estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion
19 or issue preclusion or similar defense or counterclaim.

20 13. Any Plan of Allocation submitted by Lead Counsel or any order entered regarding
21 any attorneys' fee and expense application shall in no way disturb or affect this Judgment and shall
22 be considered separate from this Judgment. Defendants have no responsibility with respect to the
23 Plan of Allocation.

24 14. Without affecting the finality of this Judgment in any way, this Court hereby retains
25 continuing jurisdiction over: (a) implementation of this settlement and any award or distribution of
26 the Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund;
27 (c) hearing and determining applications for attorneys' fees, expenses, and interest in the Litigation;
28 and (d) all parties herein for the purpose of construing, enforcing, and administering the Stipulation.

1 15. The Court finds that during the course of the Litigation, the Settling Parties and their
2 respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure
3 11.

4 16. In the event that the settlement does not become effective in accordance with the
5 terms of the Stipulation, or the Effective Date does not occur, then this Judgment shall be rendered
6 null and void to the extent provided by and in accordance with the Stipulation and shall be vacated
7 and, in such event, all orders entered and releases delivered in connection herewith shall be null and
8 void to the extent provided by and in accordance with the Stipulation.

9 17. Without further order of the Court, the Settling Parties may agree to reasonable
10 extensions of time to carry out any of the provisions of the Stipulation.

11 18. The provisions of this Judgment constitute a full and complete adjudication of the
12 matters considered and adjudged herein, and the Court directs immediate entry of this Judgment by
13 the Clerk of the Court.

14 IT IS SO ORDERED.

15 DATED: _____

THE HONORABLE WILLIAM ALSUP
UNITED STATES DISTRICT JUDGE

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