

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

In re Marvell Technology Group Ltd. Securities  
Litigation

Master File No. C-06 06286 RMW

THIS DOCUMENT RELATES TO: All Actions

**NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT,  
MOTION FOR ATTORNEYS' FEES AND LITIGATION EXPENSES,  
AND SETTLEMENT FAIRNESS HEARING**

*IF YOU PURCHASED OR ACQUIRED MARVELL TECHNOLOGY GROUP LTD. SECURITIES BETWEEN FEBRUARY 27, 2003 AND OCTOBER 2, 2006, INCLUSIVE (THE "CLASS"), YOU COULD RECEIVE A PAYMENT FROM A CLASS ACTION SETTLEMENT.*

**A federal court authorized this Notice. This is not a solicitation from a lawyer.**

**Securities and Time Period:** Marvell Technology Group Ltd. ("Marvell" or the "Company") securities purchased or acquired between February 27, 2003 and October 2, 2006, inclusive (the "Class Period").

**Settlement Amount and Statement of Recovery:** The proposed Settlement consists of \$72,000,000 in cash (the "Settlement Amount"). The Class will also receive interest on the Settlement Amount (the "Settlement Fund"). Based on Lead Plaintiffs' estimate of the number of shares of Marvell common stock entitled to participate in the Settlement,<sup>1</sup> and assuming that all such shares entitled to participate do so, Lead Plaintiffs estimate that the average recovery per damaged share of Marvell common stock would be approximately \$0.19 per share before deduction of Court-awarded attorneys' fees and litigation expenses and payments that would be paid to damaged purchasers of Marvell options<sup>2</sup> during the Class Period. **Please Note: This average is only an estimate, and is before deduction of Court-approved fees and expenses.** A Class Member's actual recovery will depend on: (1) the number of claims filed; (2) when Class Members purchased and/or acquired their Marvell securities during the Class Period; (3) whether Class Members either sold their Marvell securities during the Class Period, or held their Marvell securities past the end of the Class Period; (4) administrative costs, including the costs of notice, for the Action; and (5) the amount awarded by the Court for attorneys' fees, costs, and expenses. Distributions to Class Members will be made based on the Plan of Allocation set forth in this Notice. See the Plan of Allocation on pages 6-8.

**The Lawsuit:** The Settlement resolves class action litigation over whether Marvell and certain of the Company's officers and directors, Sehat Sutardja, Weili Dai and George Hervey (collectively, the "Defendants") violated the federal securities laws by making materially false and misleading statements and omissions regarding the Company's stock option practices and their effect on Marvell's financial statements. See Question 2 below for more information.

**Attorneys' Fees and Litigation Expenses:** Co-Lead Counsel have litigated this Action on a contingent basis and have conducted this litigation and advanced the expenses of litigation with the expectation that if they were successful in recovering money for the Class, they would receive fees and be reimbursed for their litigation expenses from the Settlement Fund, as is customary in this type of litigation. Court-appointed Co-Lead Counsel will apply to the court for attorneys' fees not to exceed 20.5% of the Settlement Amount, net of expenses, and reimbursement of

<sup>1</sup> Lead Plaintiffs estimate that approximately 374 million shares of Marvell common stock were purchased and/or acquired and **potentially damaged** during the Class Period.

<sup>2</sup> The total payout for damaged purchasers of Marvell options will not exceed 8% of the Net Settlement Fund. See the Plan of Allocation on page 6.

litigation expenses not to exceed \$325,000, plus interest on both amounts, all to be paid from the Settlement Fund. If the above amounts are requested and approved by the Court, the average cost per share of common stock will be approximately \$0.04. **Please note that this amount is only an estimate.**

**Deadlines:**

Submit Proof of Claim: December 18, 2009  
 Request Exclusion: October 23, 2009  
 File Objection: October 23, 2009

**Court Hearing on Fairness of Settlement: November 6, 2009**

**More Information:**

CLAIMS ADMINISTRATOR	CO-LEAD COUNSEL	
Marvell Securities Litigation Claims Administrator c/o Epiq Systems P.O. Box 5270 Portland, OR 97208-5270 Toll Free: (877) 271-1389	Michael K. Yarnoff, Esq. John A. Kehoe, Esq. <b>BARROWAY TOPAZ                      KESSLER MELTZER &amp;                      CHECK, LLP</b> 280 King of Prussia Road Radnor, PA 19087 Telephone: (610) 667-7706	Joseph C. Kohn, Esq. Denis F. Sheils, Esq. <b>KOHN, SWIFT &amp; GRAF, P.C.</b> One South Broad Street, Suite 2100 Philadelphia, PA 19107 Telephone: (215) 238-1700

- Your legal rights are affected whether you act or do not act. Please read this Notice carefully.

**The Circumstances of the Settlement**

Those Defendants that have responded to the allegations have denied and continue to deny each and every allegation of liability made against them in this Lawsuit. Those Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against them arising out of the conduct, statements, acts or omissions alleged, or that could have been alleged, in this Lawsuit. Defendants assert that they have meritorious defenses to those claims and that judgment should be entered dismissing all claims against them with prejudice. Nonetheless, Defendants have concluded that further conduct of the Lawsuit would be protracted and expensive, and that it is desirable that the Lawsuit be fully and finally settled in the manner and upon the terms set forth in the Stipulation and Agreement of Settlement dated June 9, 2009 (the "Stipulation"). The Defendants have thus entered into the Stipulation and Settlement without admitting any wrongdoing or liability whatsoever.

The principal reason for Lead Plaintiffs' consent to the Settlement is to provide an immediate benefit to the Class. This benefit must be compared to the risk that a lesser recovery or even no recovery at all, might be achieved after contested motions, a trial and likely appeals, possibly years into the future. While Co-Lead Counsel believe their claims would survive a motion for summary judgment and ultimately result in a verdict for the Class, they also recognize that a trial is a risky proposition and that Lead Plaintiffs and the Class might not prevail on all their claims. The claims advanced by the Class involve numerous complex legal and factual issues, including issues pertaining to the Company's historical stock option granting practices and the proper accounting treatment, which would require voluminous discovery and extensive expert discovery and testimony, and would add considerably to the expenses and duration of the litigation. If the Action were to proceed, Lead Plaintiffs would have to overcome significant defenses to scienter, causation and damages. Lead Plaintiffs also face the risk that the Class would not be certified as plead. The parties disagree about: (1) the method for determining whether the securities of Marvell traded at artificially inflated prices during the relevant period; (2) the amount of any such inflation; (3) the extent that various facts alleged by Lead Plaintiffs influenced the trading price of Marvell securities during the relevant period; (4) whether the Defendants acted with scienter and are liable under the federal securities laws; and (5) the length of the Class Period. If the Action went to trial, the extent of Defendants' liability, to the extent a jury found them liable, and the measure of the Class' damages, would be contested. This Settlement therefore enables the Class to recover \$72,000,000 without incurring any additional risk or costs. As a result, Lead Plaintiffs believe this Settlement is a fair, reasonable, and adequate recovery for the Class.

Questions? Call (877) 271-1389 or Visit [www.MarvellSecuritiesSettlement.com](http://www.MarvellSecuritiesSettlement.com)

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>SUBMIT A CLAIM (December 18, 2009)</b>	The only way to receive a payment from the Settlement Fund.
<b>EXCLUDE YOURSELF (October 23, 2009)</b>	Receive no payment from the Settlement Fund. This is the only option that allows you to participate in another lawsuit against the Defendants or the Released Parties concerning the Released Claims.
<b>OBJECT (October 23, 2009)</b>	You may write to the Court if you do not like this Settlement, the Plan of Allocation, or Co-Lead Counsel’s request for attorneys’ fees and litigation expenses.
<b>GO TO A HEARING (November 6, 2009)</b>	You may ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	Receive no payment from the Settlement Fund and give up your rights with regard to the claims in this lawsuit.

- These rights and options – **and the deadlines to exercise them** – are explained in this Notice. Please note the date of the Settlement Fairness Hearing – currently scheduled for November 6, 2009 – is subject to change without further notice. If you plan to attend the hearing, you should check the website, [www.MarvellSecuritiesSettlement.com](http://www.MarvellSecuritiesSettlement.com), or with Co-Lead Counsel as set forth above to be sure that no change to the date and time of the hearing has been made.
- The Court in charge of this Action still has to decide whether to approve the Settlement. Payments will be made to Class Members if the Court approves the Settlement and that approval is upheld if any appeals are filed. Please be patient.

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**BASIC INFORMATION**

**1. Why Did I Receive This Notice Package?**

You or someone in your family may have purchased or acquired Marvell securities between February 27, 2003 and October 2, 2006, inclusive.

If this description applies to you, you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after any objections or appeals are resolved, the Claims Administrator appointed by the Court, Epiq Systems, will make the payments that the Settlement allows.

This package explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive them.

**2. What Is This Lawsuit About?**

On or after October 5, 2006, four securities class actions were filed in the United States District Court for the Northern District of California against Marvell and certain of the Company’s officers and directors. These actions were consolidated by Stipulation and Order dated February 7, 2007. By the same Order, the Court appointed Police and Fire Retirement System of the City of Detroit, Monte Paschi Asset Management S.G.R. S.p.A. and Puerto Rico Government Employees Retirement System as Lead Plaintiffs to prosecute the Action on behalf of the Class, and appointed Lead Plaintiffs’ choice of counsel, Barroway Topaz Kessler Meltzer & Check, LLP (formerly, Schiffrin Barroway Topaz & Kessler, LLP) and Kohn, Swift & Graf, P.C., as lead counsel (“Co-Lead Counsel”) and Berman DeValerio (formerly, Berman DeValerio Pease Tabacco Burt & Pucillo) as liaison counsel (“Liaison Counsel”) for the Class.

On August 16, 2007, Lead Plaintiffs filed the Consolidated Class Action Complaint (the “Complaint”), asserting claims under Sections 10(b), 14(a) and 20(a) of the Securities Exchange Act of 1934 (the “Exchange Act”), and the rules and regulations promulgated thereunder, including Rule 10b-5, against the Defendants.<sup>3</sup> The Complaint alleged, among other things, that during the Class Period Defendants improperly backdated certain of the Company’s stock option grants and made materially false and misleading statements to the public concerning the Company’s financial results and accounting for stock options. Lead Plaintiffs further alleged that, as a direct result of Defendants’ improper stock option practices, the financial statements that Marvell disseminated during the Class Period materially understated the Company’s compensation expenses and materially overstated the Company’s reported earnings. Lead Plaintiffs alleged that, as a result of Defendants’ material misrepresentations, Marvell securities were purchased at artificially inflated prices throughout the Class Period.

Defendants moved to dismiss the Complaint beginning on October 18, 2007. Shortly thereafter, on November 14, 2007, the parties engaged in their first of two formal mediations before a retired United States District Judge in an attempt to resolve the Action. The parties did not reach an agreement at the November 14, 2007 mediation, however, and opted to continue litigating the Action.

After the parties fully briefed Defendants’ motions to dismiss, the Court, by Order dated September 29, 2008, granted in part and denied in part the motions to dismiss filed by Marvell, Sehat Sutardja, Weili Dai and George Hervey, and granted the motion to dismiss filed by John M. Cioffi in its entirety. On January 12, 2009, Defendants answered the Complaint.

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<sup>3</sup> John M. Cioffi was also named as a defendant in the Complaint, but was subsequently dismissed and is no longer a defendant in the Action.

On March 2, 2009, the parties participated in a second formal mediation. Although they did not reach an agreement at the March 2, 2009 mediation, the parties continued their intensive negotiations telephonically, through the mediator, ultimately reaching a tentative agreement to settle the Action for a cash payment of \$72,000,000. Thereafter, the parties negotiated the terms of their proposed settlement and executed the Stipulation and Agreement of Settlement on June 9, 2009.

### **3. Why Is This Action a Class Action?**

In a class action, one or more people called class representatives (in this case the court-appointed lead plaintiffs, Police and Fire Retirement System of the City of Detroit, Monte Paschi Asset Management S.G.R. S.p.A. and Puerto Rico Government Employees Retirement System (collectively, the “Lead Plaintiffs”)) sue on behalf of individuals and entities who have similar claims. All of these individuals and entities who have similar claims are referred to collectively as a class, or individually as a class member. One court resolves the issues for all class members, except for those who exclude themselves from the Settlement. The United States District Court for the Northern District of California, the Honorable Ronald M. Whyte, is in charge of this Action.

### **4. Why Is There a Settlement?**

The Court did not decide in favor of Lead Plaintiffs or Defendants. Instead, in order to avoid the risks and costs of further litigation and trial, all parties agreed to a settlement. As explained above, Lead Plaintiffs and their attorneys believe the Settlement is best for all Class Members.

## **WHO IS IN THE SETTLEMENT**

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

### **5. How Do I Know if I Am Part of the Settlement?**

The Class includes: all those who purchased and acquired Marvell securities between February 27, 2003 and October 2, 2006, inclusive, *except those persons and entities that are excluded, as described below.*

### **6. What Are the Exceptions to Being Included?**

Excluded from the Class are (i) the Defendants; (ii) members of the immediate family of each Individual Defendant; (iii) any person who was an officer or director of Marvell during the Class Period; (iv) any firm, trust, corporation, officer or other entity in which any Defendant has a controlling interest; and (v) the legal representatives, agents, affiliates, heirs, successors-in-interest or assigns of any such excluded party. Also excluded from the Class are all persons and entities who exclude themselves from the Settlement by timely requesting exclusion in accordance with the requirements set forth herein.

### **7. I Am Still Not Sure if I Am Included.**

If you are still not sure whether you are included, you can ask for free help. You can call the Claims Administrator, at 1-877-271-1389, for more information. Or you can fill out and return the Proof of Claim and Release form (“Proof of Claim”) described in Question 9, to see if you qualify.

## **THE SETTLEMENT BENEFITS – WHAT YOU RECEIVE**

### **8. What Does the Settlement Provide?**

Defendants have agreed to create a \$72,000,000 cash settlement fund. The balance of this fund, after payment of court-approved attorneys’ fees and litigation expenses and the costs of claims administration, including the costs of printing and mailing this Notice and the cost of publishing notice (the “Net Settlement Fund”), will be divided among all Class Members who submit timely and valid Proof of Claim forms.

## PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG CLASS MEMBERS

### 9. How Much Will My Payment Be?

The proposed Plan of Allocation provides for distribution of the Net Settlement Fund to Authorized Claimants as follows:

Each person or entity claiming to be an Authorized Claimant shall be required to submit a separate Proof of Claim signed under penalty of perjury and supported by such documents as specified in the Proof of Claim as are reasonably available to the Authorized Claimant. If you are entitled to a payment, your share of the Net Settlement Fund will depend on the number of valid Proofs of Claim that Class Members submit, the amount and type of Marvell securities you purchased and/or acquired during the Class Period, and when you purchased/acquired and sold your Marvell securities. By following the Plan of Allocation described herein, you can calculate your "Recognized Claim." The Claims Administrator will distribute the Net Settlement Fund according to the Plan of Allocation after the deadline for submission of Proofs of Claim has passed.

All Proofs of Claim must be postmarked or received by **December 18, 2009**, addressed as follows: **In re Marvell Technology Group Ltd. Securities Litigation, Claims Administrator, c/o Epiq Systems, P.O. Box 5270, Portland, OR 97208-5270.**

Unless otherwise ordered by the Court, any Class Member who fails to submit a properly completed and signed Proof of Claim within such period, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments pursuant to the Stipulation, but will in all other respects be subject to the provisions of the Stipulation and the final judgment entered by the Court.

The Net Settlement Fund will be distributed to Authorized Claimants pursuant to the terms of the Plan of Allocation described below. An Authorized Claimant will be eligible to receive a distribution from the Net Settlement Fund only if a Class Member has a net loss, after all profits from transactions in Marvell securities during the Class Period are subtracted from all losses. However, the proceeds from sales of securities which have been matched against securities held at the beginning of the Class Period will not be used in the calculation of such net loss.

The date of purchase or sale is the "contract" or "trade" date and not the "settlement" date. All profits will be subtracted from all losses to determine the net Recognized Claim of each Class Member. For Class Members who held the securities of Marvell at the beginning of the Class Period or made multiple purchases, acquisitions or sales during the Class Period, the first-in, first-out ("FIFO") method will be applied to such holdings, purchases, acquisitions and sales for purposes of calculating a Recognized Claim. Under the FIFO method, sales during the Class Period will be matched, in chronological order, first against your holdings at the beginning of the Class Period and thereafter, in chronological order, against subsequent purchases and/or acquisitions during the Class Period.

### **THE BASIS FOR CALCULATING YOUR RECOGNIZED CLAIM**

An Authorized Claimant's total "Recognized Claim" shall constitute the sum of such claimant's "Recognized Claims" for each of the classes of Marvell securities set forth below:

#### **A. Marvell Common Stock**

- (i) For each share of Marvell common stock purchased or acquired during the Class Period that an Authorized Claimant sold prior to May 22, 2006, the Authorized Claimant shall have no Recognized Claim.
- (ii) For each share of Marvell common stock purchased or acquired during the Class Period, which an Authorized Claimant sold between May 22, 2006 and October 2, 2006, the Recognized Claim per share shall be equal to **the lesser of** (a) the difference between (x) purchase price paid per share (excluding commissions) and (y) the proceeds received on sale per share (excluding commissions) **or** (b) the estimated economic loss per share, as calculated in Figure 1 below.

(iii) For each share of Marvell common stock purchased or acquired during the Class Period, which an Authorized Claimant sold between October 3, 2006 and December 29, 2006, the Recognized Claim per share shall be equal to **the lesser of** (a) the difference between (x) purchase price paid per share (excluding commissions) and (y) the price per share on the sale date listed in Figure 2 below **or** (b) the estimated economic loss per share, as calculated in Figure 1 below.

(iv) For each share of Marvell common stock purchased or acquired during the Class Period, which an Authorized Claimant **did not sell by** the close of trading on December 29, 2006, the Recognized Claim per share shall be equal to **the lesser of** (a) the difference between (x) purchase price paid per share (excluding commissions) and (y) \$18.86 **or** (b) the estimated economic loss per share, as calculated in Figure 1 below.

**Figure 1: Economic Loss Per Share**

Sale Date				
Purchase Date	2/27/03-5/19/06	5/22/06-7/3/06	7/5/06-10/2/06	10/3/06 & After*
2/27/03-5/19/06	\$ -	\$1.37	\$2.47	\$3.45
5/22/06-7/3/06	-	-	\$1.10	\$2.08
7/5/06-10/2/06	-	-	-	\$0.98

\*Also applies to shares purchased during the Class Period and never sold.

**Figure 2: Statutory Sale Prices for Marvell Common Stock (10/3/06 – 12/29/06)**

Date	Price	Date	Price	Date	Price	Date	Price	Date	Price	Date	Price
10/3/06	\$16.80	10/18/06	\$17.19	11/2/06	\$17.22	11/17/06	\$17.82	12/5/06	\$18.46	12/20/06	\$18.82
10/4/06	\$16.61	10/19/06	\$17.17	11/3/06	\$17.27	11/20/06	\$17.91	12/6/06	\$18.52	12/21/06	\$18.83
10/5/06	\$16.71	10/20/06	\$17.16	11/6/06	\$17.32	11/21/06	\$17.97	12/7/06	\$18.57	12/22/06	\$18.84
10/6/06	\$16.78	10/23/06	\$17.11	11/7/06	\$17.40	11/22/06	\$18.05	12/8/06	\$18.62	12/26/06	\$18.84
10/9/06	\$16.84	10/24/06	\$17.06	11/8/06	\$17.46	11/24/06	\$18.12	12/11/06	\$18.66	12/27/06	\$18.85
10/10/06	\$16.91	10/25/06	\$17.03	11/9/06	\$17.49	11/27/06	\$18.17	12/12/06	\$18.69	12/28/06	\$18.86
10/11/06	\$17.01	10/26/06	\$17.02	11/10/06	\$17.53	11/28/06	\$18.22	12/13/06	\$18.71	12/29/06	\$18.86
10/12/06	\$17.06	10/27/06	\$17.05	11/13/06	\$17.59	11/29/06	\$18.27	12/14/06	\$18.74		
10/13/06	\$17.09	10/30/06	\$17.08	11/14/06	\$17.66	11/30/06	\$18.33	12/15/06	\$18.76		
10/16/06	\$17.18	10/31/06	\$17.13	11/15/06	\$17.72	12/1/06	\$18.37	12/18/06	\$18.78		
10/17/06	\$17.20	11/1/06	\$17.17	11/16/06	\$17.78	12/4/06	\$18.42	12/19/06	\$18.80		

## B. Marvell Call Options

(i) The Recognized Claim for each call option contract on Marvell common stock purchased or acquired during the Class Period shall be twenty-five percent (25%) of **the lesser of** (x) the difference between (a) the amount paid per call option contract and (b) the sale price received per option contract received when said call options were subsequently sold (if the option expired worthless while still owned by the Authorized Claimant, the sales price shall be deemed to be zero (\$0.00)) **or** (y) the estimated economic loss per share for all shares covered by the call option contract, as calculated in Figure 1 above.

(ii) Shares of Marvell common stock acquired during the Class Period through the exercise of a call option shall be treated as a purchase on the date of exercise for the exercise price plus the cost of the call option, and any Recognized Claim arising from such transaction shall be computed as provided for other purchases of Marvell common stock, as set forth above.

## C. Marvell Put Options

(i) The Recognized Claim for each put option contract on Marvell common stock sold or written during the Class Period shall be twenty-five percent (25%) of **the lesser of** (x) the difference between (a) the amount

received per put option contract and (b) the purchase price paid per put option contract when said put options were subsequently repurchased at any time (including after the Class Period) or (y) the estimated economic loss per share for all shares covered by the call option contract, as calculated in Figure 1 above. For put options sold or written during the Class Period that expired worthless and unexercised, the Authorized Claimant's Recognized Claim shall be zero (\$0.00).

(ii) For Marvell put options that were sold or written during the Class Period that were "put" to the Authorized Claimant (*i.e.* exercised) at any time, the Authorized Claimant's Recognized Claim shall be calculated as a purchase of Marvell common stock, and as if the sale of the put option were instead a purchase of Marvell common stock on the date of the sale or writing of the put option, and the "purchase price paid" shall be the strike price of the put option less the proceeds received from the sale of the put option.

The total recovery payable to Authorized Claimants from transactions in call and put options shall not exceed 8% of the Net Settlement Fund.

The Released Parties do not have any responsibility or liability with respect to claims administration, the management, investment or distribution of the Settlement Fund, or the Plan of Allocation. The Plan of Allocation is a matter separate and apart from the proposed Settlement, and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement if approved by the Court. The Plan of Allocation may be modified in connection with, among other things, a ruling by the Court, or an objection filed by a Class Member, without further notice to the Class.

The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's "Recognized Claim." The Recognized Claim formula is not intended to be an estimate of the amount a Class Member might have been able to recover after a trial; nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Claim formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants. No distribution will be made on a claim where the potential distribution amount is \$10.00 or less in cash.

Each Authorized Claimant shall be paid the percentage that each Authorized Claimant's claim bears to the total of the claims of all Authorized Claimants. The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class Member. Each claimant is deemed to have submitted to the jurisdiction of the Court with respect to the claimant's claim, and the claim may be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to the claimant's status as a Class Member and the validity and amount of the claimant's claim under the Plan of Allocation. No discovery shall be allowed on the merits of the Action.

Payments will be final and conclusive against all Class Members. All Class Members whose claims are not approved by the Court will be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of the Settlement, including the terms of the final judgment to be entered in the Action and will be barred from bringing any Released Claim against any Released Parties, including Unknown Claims (as those terms are defined in the Proof of Claim enclosed with this Notice and in the Stipulation, which is available on the Internet at [www.MarvellSecuritiesSettlement.com](http://www.MarvellSecuritiesSettlement.com) or through the mail upon request).

## HOW YOU RECEIVE A PAYMENT – SUBMITTING A CLAIM FORM

### 10. How Will I Receive a Payment?

To qualify for payment, you must be an eligible Class Member and you must submit a Proof of Claim. A Proof of Claim is enclosed with this Notice. Read the instructions carefully, fill out the Proof of Claim, include all the documents requested, sign it, and mail it in an envelope postmarked no later than **December 18, 2009**. Please retain a copy of everything you mail, in case the materials are lost or destroyed during shipping.

Questions? Call (877) 271-1389 or Visit [www.MarvellSecuritiesSettlement.com](http://www.MarvellSecuritiesSettlement.com)

## 11. When Will I Receive My Payment?

The Court will hold a hearing on November 6, 2009, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals, if any, can be resolved, and resolving them can take time, perhaps several years. In addition, the Claims Administrator must process all of the Proofs of Claim. The processing is complicated and will take many months. Please be patient.

## 12. What Am I Giving Up By Staying in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants or the Released Parties about the Released Claims. It also means that all of the Court's orders will apply to you and legally bind you, and you will release your claims in this Action against the Defendants. The terms of the release are included in the Proof of Claim that is enclosed.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep the right to sue or continue to sue the Defendants on your own about the same claims being released in this Settlement, then you must take steps to exclude yourself from the Settlement. This is referred to as opting out of the Class.

## 13. How Do I Exclude Myself from the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from the Settlement in *In re Marvell Technology Group Ltd. Securities Litigation*, Master File No. C-06-06286 RMW. You must include your name, address, telephone number, signature, and information concerning your purchase(s) and acquisition(s) of Marvell securities during the Class Period, including the amount and type of Marvell securities and the dates of each purchase, acquisition and sale of Marvell securities. You must mail your exclusion request so that it is received no later than **October 23, 2009** to:

*In re Marvell Technology Group Ltd. Securities Litigation*  
**Claims Administrator**  
**c/o Epiq Systems**  
**P.O. Box 5270**  
**Portland, OR 97208-5270**

Please keep a copy of everything you send by mail, in case it is lost or destroyed during shipping.

You cannot exclude yourself over the phone or by e-mail. If you ask to be excluded from the Settlement, you are not eligible to receive any payment from the Net Settlement Fund, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit and you may be able to pursue the claims that are being released in this Settlement.

## 14. If I Do Not Exclude Myself, Can I Sue the Defendants for the Same Thing Later?

No. Unless you exclude yourself, you give up any right to sue the Defendants or the Released Parties for the claims being released by this Settlement. If you have a pending lawsuit relating to the claims being released in this Action against any of the Defendants, speak to your lawyer in that case immediately. Remember, the exclusion deadline is **October 23, 2009**.

## 15. If I Exclude Myself, Can I Receive a Payment from This Settlement?

No. If you exclude yourself, do not send in a Proof of Claim. But, you may sue, continue to sue, or be part of a different lawsuit asserting the claims being released in this Settlement against the Defendants or the Released Parties.

## THE LAWYERS REPRESENTING YOU

## 16. Do I Have a Lawyer in This Case?

The Court appointed the law firms of Barroway Topaz Kessler Meltzer & Check, LLP and Kohn, Swift & Graf,

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P.C. to represent you and the other Class Members. These lawyers are called Co-Lead Counsel. You will not be individually charged for the services of these lawyers beyond your *pro rata* share of any attorneys' fees and expenses awarded by the Court that will be paid from the Settlement Amount. 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?

Co-Lead Counsel will apply to the Court for attorneys' fees not to exceed 20.5% of the Settlement Amount, net of expenses, and for reimbursement of their litigation expenses advanced in connection with the Action up to an amount of \$325,000, plus interest on both amounts at the same rate as earned by the Settlement Fund. *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.

The attorneys' fees and litigation expenses requested will be the only payments to Co-Lead Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis and advancing the money necessary to pursue the Action. To date, Co-Lead Counsel have not been paid for their services for conducting this Action on behalf of Lead Plaintiffs and the Class or for their substantial litigation expenses. The fee requested, calculated based on Co-Lead Counsel's net recovery, after the deduction of litigation expenses awarded by the Court, will compensate Co-Lead Counsel for their work in achieving the Settlement and Co-Lead Counsel believe that it is well within the range of fees awarded to class counsel under similar circumstances in other cases of this type. The Court has discretion, however, to award less than this amount.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

### 18. How Do I Tell the Court that I Do Not Like the Settlement?

If you are a Class Member, you can object to the Settlement if you do not like any part of it. To object, you must send a letter stating that you object to the Settlement in *In re Marvell Technology Group Ltd. Securities Litigation*, Master File No. C-06-06286 RMW, and the reasons why you object to the Settlement. Be sure to include your name, address, telephone number and signature. You must also include information concerning your purchase(s), acquisition(s) and sale(s) of Marvell securities during the Class Period, including the amount and type of Marvell securities and the dates of each purchase, acquisition and sale of Marvell securities. Any objection to the Settlement must be received by *each of the following* by **October 23, 2009**:

COURT	CO-LEAD COUNSEL	MARVELL'S COUNSEL
Clerk of the Court United States District Court Northern District of California Robert F. Peckham Courthouse & Federal Building 280 South First Street San Jose, CA 95113	Michael K. Yarnoff, Esq. John A. Kehoe, Esq. <b>BARROWAY TOPAZ KESSLER                      MELTZER &amp; CHECK, LLP</b> 280 King of Prussia Road Radnor, PA 19087  Joseph C. Kohn, Esq. Denis F. Sheils, Esq. <b>KOHN, SWIFT &amp; GRAF, P.C.</b> One South Broad Street, Suite 2100 Philadelphia, PA 19107	Steven M. Schatz, Esq. Rodney G. Strickland, Jr., Esq. <b>WILSON SONSINI                      GOODRICH &amp; ROSATI PC</b> 650 Page Mill Road Palo Alto, CA 94304-1050

### 19. What is the Difference Between Objecting and Excluding?

Objecting means telling the Court that you do not like something about the Settlement, the Plan of Allocation, or the application for attorneys' fees and litigation expenses, and want the Court to disapprove of the Settlement or modify it in some way. You can object *only if* you stay in the Class. Excluding yourself is telling the Court

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that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT'S SETTLEMENT FAIRNESS HEARING

### 20. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a fairness hearing at 9:00 a.m., on November 6, 2009, at the United States District Court for the Northern District of California, Robert F. Peckham Courthouse & Federal Building, 280 South First Street, San Jose, CA 95113, Courtroom 6. At this hearing, the Court will consider whether the Settlement and the Plan of Allocation are fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have requested in writing by **October 23 2009** to speak at the hearing. The Court may also consider Co-Lead Counsel's application for attorneys' fees and reimbursement of litigation expenses at this time.

### 21. Do I Have to Come to the Settlement Fairness Hearing?

No. Co-Lead Counsel will answer any questions Judge Whyte may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection so that it is received on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required.

### 22. May I Speak at the Settlement Fairness Hearing?

Yes, but you must first ask the Court for permission to speak at the Settlement Fairness Hearing. To do so, you must send a letter stating your intention to appear in *In re Marvell Technology Group Ltd. Securities Litigation*, Master File No. C-06-06286 RMW. Be sure to include your name, address, telephone number, signature, and also identify the date(s), price(s) and amount(s) of all purchases and acquisitions of Marvell securities you made during the Class Period. Your notice of intention to appear must be received no later than **October 23, 2009**, and be sent to the Clerk of the Court, Co-Lead Counsel, and Marvell's Counsel, at the addresses listed above in Question 18. You cannot speak at the hearing if you exclude yourself from the Settlement.

## IF YOU DO NOTHING

### 23. What Happens if I Do Nothing at All?

If you do nothing, you will receive no money from this Settlement but nonetheless will be bound by its terms. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants or the Released Parties about the same claims being released in this Settlement.

## OBTAINING MORE INFORMATION

### 24. Are There More Details About the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Stipulation and Agreement of Settlement dated June 9, 2009. All terms used in this Notice shall have the same meanings as in the Stipulation. You can obtain a copy of the Stipulation or more information about the Settlement by visiting [www.MarvellSecuritiesSettlement.com](http://www.MarvellSecuritiesSettlement.com) or by writing to one of Co-Lead Counsel listed above in Question 18. You can also obtain a copy of the Stipulation from the Clerk's office at the United States District Court for the Northern District of California, Robert F. Peckham Courthouse & Federal Building, 280 South First Street, San Jose, California 95113, during regular business hours.

**DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE**

Questions? Call (877) 271-1389 or Visit [www.MarvellSecuritiesSettlement.com](http://www.MarvellSecuritiesSettlement.com)

**SPECIAL NOTICE TO NOMINEES**

If you purchased Marvell securities between February 27, 2003 and October 2, 2006, inclusive as nominee for a beneficial owner, then within ten (10) days after you receive this Notice, you must either: (1) send a copy of the Notice and Proof of Claim by first class mail to all such beneficial owners; or (2) provide a list of the names and addresses of such beneficial owners to the Claims Administrator:

***In re Marvell Technology Group Ltd. Securities Litigation***  
**Claims Administrator**  
**c/o Epiq Systems**  
**P.O. Box 5270**  
**Portland, OR 97208-5270**

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

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

DATED: August 20, 2009

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