

EXHIBIT D Part 1

Carnegie Mellon University's Presentation on Its Motion for a Permanent Injunction, Post-Judgment Royalties, and Supplemental Damages - Dkt. 786

May 1 – 2, 2013



Carnegie Mellon

Overview

- **Four years after CMU filed this lawsuit, Marvell asks the Court to allow it to carry on business as usual and to continue to infringe CMU's patents.**
- **CMU should not be forced to bear the substantial risk that Marvell will attempt to evade paying or render itself unable to pay future royalties for that infringement.**
- **Marvell is a serious collection risk, and a permanent injunction is the only way to adequately protect CMU's property rights.**

CMU Requests Three Types of Relief

- 1. A permanent injunction against Marvell that enjoins Marvell from infringing, directly or indirectly, claim 4 of the '839 patent and claim 2 of the '180 patent**
- 2. Post-judgment royalties paid by Marvell at a rate of at least \$0.50 and up to \$1.50 per infringing chip sold (applicable during any transition period or stay of injunction)**
- 3. Supplemental damages, appropriately enhanced, for sales of infringing chips during the period from July 29, 2012 to January 14, 2013, as well as prejudgment interest on those damages**

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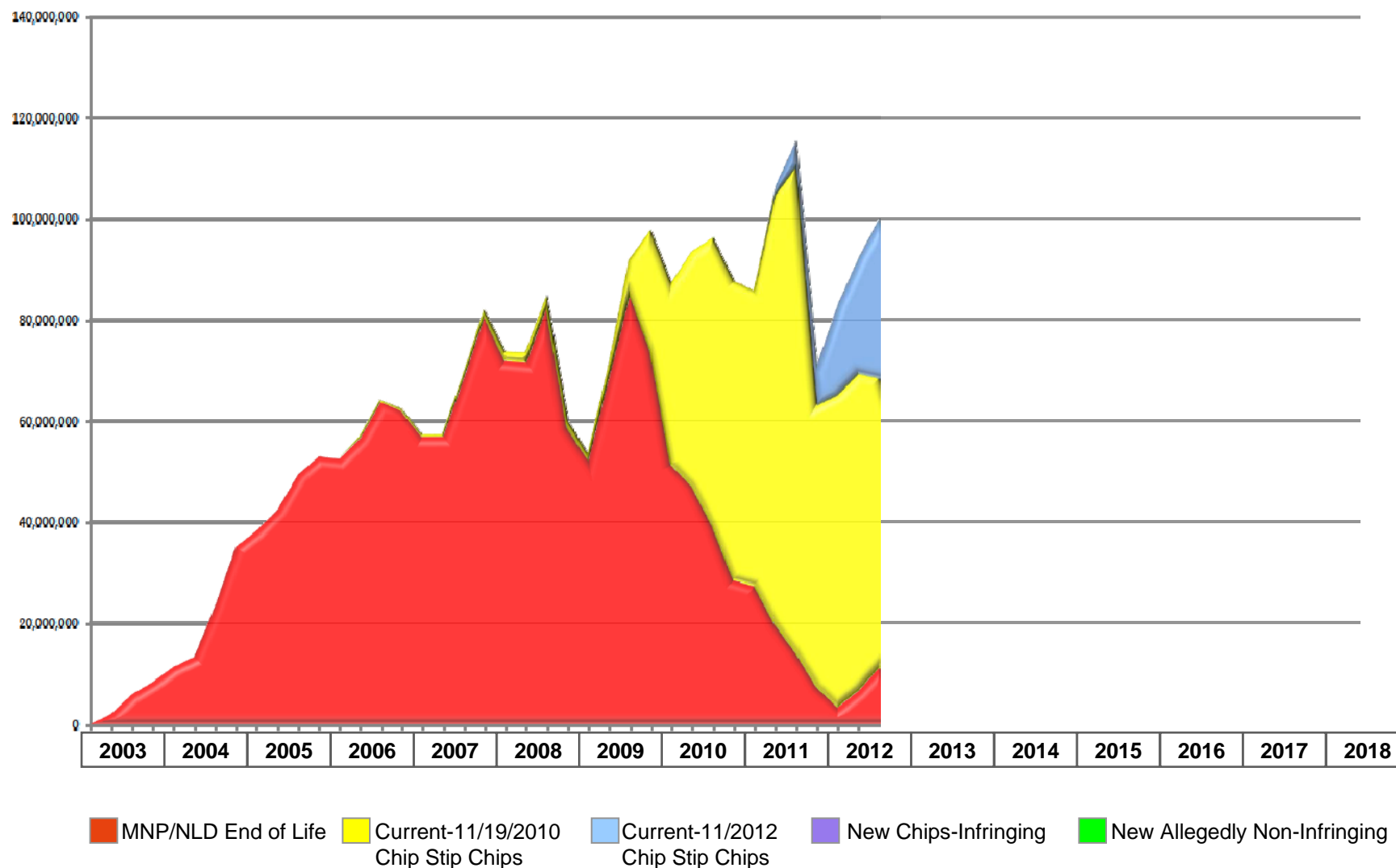


Marvell must continue to infringe CMU's patents for at least the next two years and will do so unless this Court orders it to stop

- The read channels that Marvell currently sells use the infringing MNP or NLD technology
- Marvell asserts that it cannot stop infringing now without destroying its own business, disrupting its customers' businesses, and causing devastating ripple effects through all industries that use hard drives
- Marvell's sales history suggests that it will continue to sell its current, infringing chips with an MNP or NLD for many years

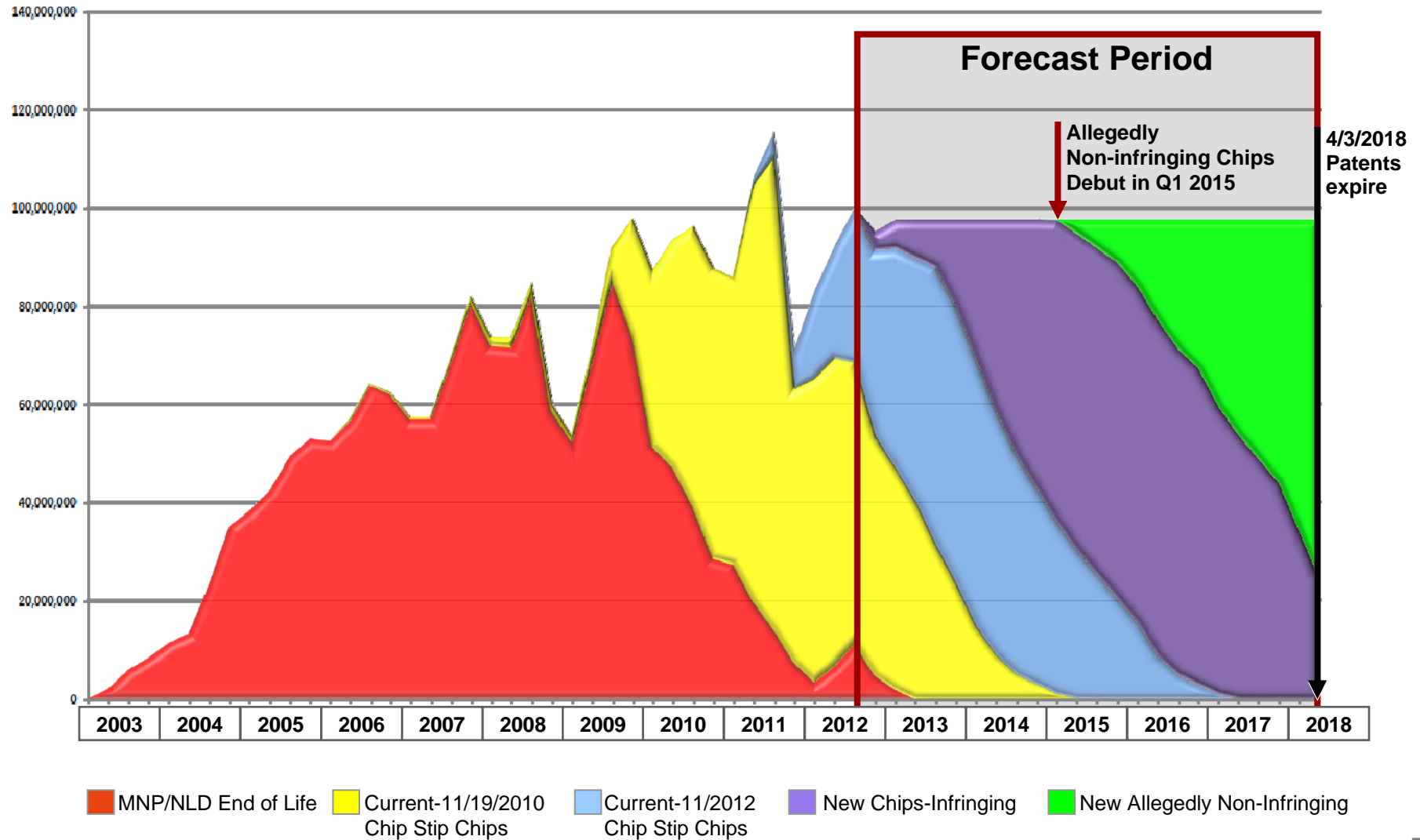
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MRVL Chip Sales Q1 2003 - 4/3/2018



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- Marvell's claim that it will implement a non-infringing alternative within two years – i.e., the C11000 chips without NLD – is ***self-serving speculation***
 - The C11000 chips are unproven from a technical standpoint
 - Marvell's customers may not accept the C11000 chips without the NLD
 - Even without the NLD, the C11000 chips may still infringe

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There is a serious risk that Marvell will attempt to evade paying or will be unable to pay future royalties

- **MTGL, which holds most of defendants' assets, is incorporated in Bermuda and may try to assert defenses to enforcement of an award of future royalties under Bermuda law.**
- **Given that its share repurchase and dividend programs are draining the company of its cash, there is a material risk that Marvell will be unable to pay future royalties to CMU after paying a large judgment for past infringement.**
- **Marvell's failure to set aside reserves as to CMU's judgment raises concerns about whether Marvell takes seriously its legal obligations and whether funds will be available to pay both damages for past infringement and future royalties.**

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- In its SEC filings, MTGL warns that U.S. judgments against it will not be automatically enforced in Bermuda courts



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We are incorporated in Bermuda, and, as a result, it may not be possible for our shareholders to enforce civil liability provisions of the securities laws of the United States. In addition, our Bye-Laws contain a waiver of claims or rights of action by our shareholders against our officers and directors, which will severely limit our shareholders' right to assert a claim against our officers and directors under Bermuda law.

We are organized under the laws of Bermuda. As a result, it may not be possible for our shareholders to effect service of process within the United States upon us, or to enforce against us in United States courts judgments based on the civil liability provisions of the securities laws of the United States. There is significant doubt as to whether the courts of Bermuda would recognize or enforce judgments of United States courts obtained against us or our directors or officers based on the civil liability provisions of the securities laws of the United States or any state or hear actions brought in Bermuda against us or those persons based on those laws. The United States and Bermuda do not currently have a treaty providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters. Therefore, a final judgment for the payment of money rendered by any federal or state court in the United States based on civil liability, whether or not based solely on United States federal or state securities laws, would not be automatically enforceable in Bermuda.

Our Bye-Laws contain a broad waiver by our shareholders of any claims or rights of action, both individually and on our behalf, against any of our

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Ex. 1 to Dkt. 787-1
(Marvell's 10-Q dated
11/29/2012), at 44

Our Bye-Laws contain changes incorporate control provisions, which include:

- authorizing the issuance of preferred stock without shareholder approval; and
- requiring a vote of two-thirds of votes cast in person or by proxy to approve any change of corporate control in the event the action is not approved by at least 66% of the directors holding office at the date of the Board meeting to approve the action.

These changes in corporate control provisions could make it more difficult for a third party to acquire us, even if doing so would be a benefit to our shareholders.

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- Marvell refuses to clarify whether it will attempt to evade enforcement in Bermuda

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There is a serious risk that Marvell will attempt to evade paying or will be unable to pay future royalties

Marvell may try to assert numerous defenses to enforcement under Bermuda law, including:

- **breach of the rules of natural justice;**
- **lack of jurisdiction;**
- **impermissible multiple (e.g., double or treble) damages;**
- **fraud; and**
- **public policy.**

Dkt. 837-5 (summary of Bermuda law re: enforcement of judgments)



Sessions House
Current Home of the Supreme
Court of Bermuda

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The only reason Marvell would not specifically waive these potential defenses is if, contrary to Dr. Sutardja's affidavit, it intends to contest enforcement in Bermuda.

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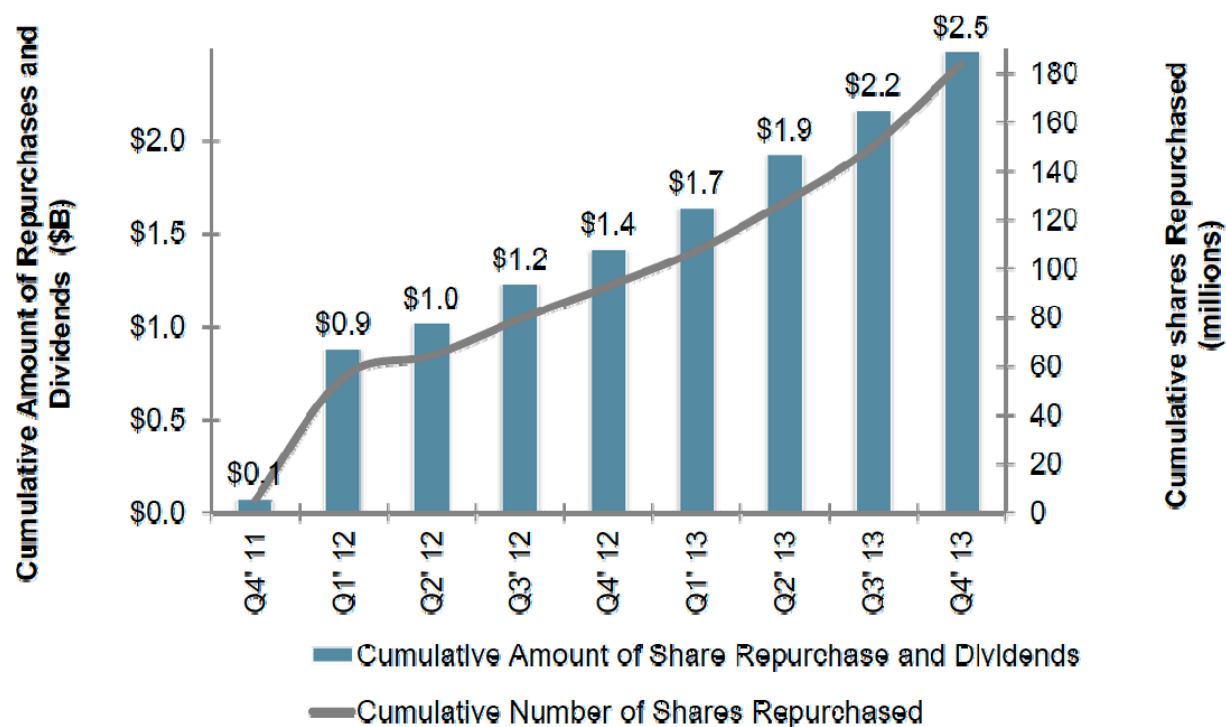
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Marvell continues to drain its corporate treasury through its stock repurchase and dividend programs

- **Marvell has returned billions of dollars to shareholders in recent years**
- ***For several quarters cash reserves have been declining***
- **Marvell intends to spend approximately \$371 million on stock repurchases during the first quarter of fiscal year 2014, again exceeding operating profits**
- **Marvell's board of directors has repeatedly authorized additional stock repurchases (even during the trial in this case) – in \$500 million blocks – and could do so again at any time**

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Return of Capital



Source: Marvell

MARVELL

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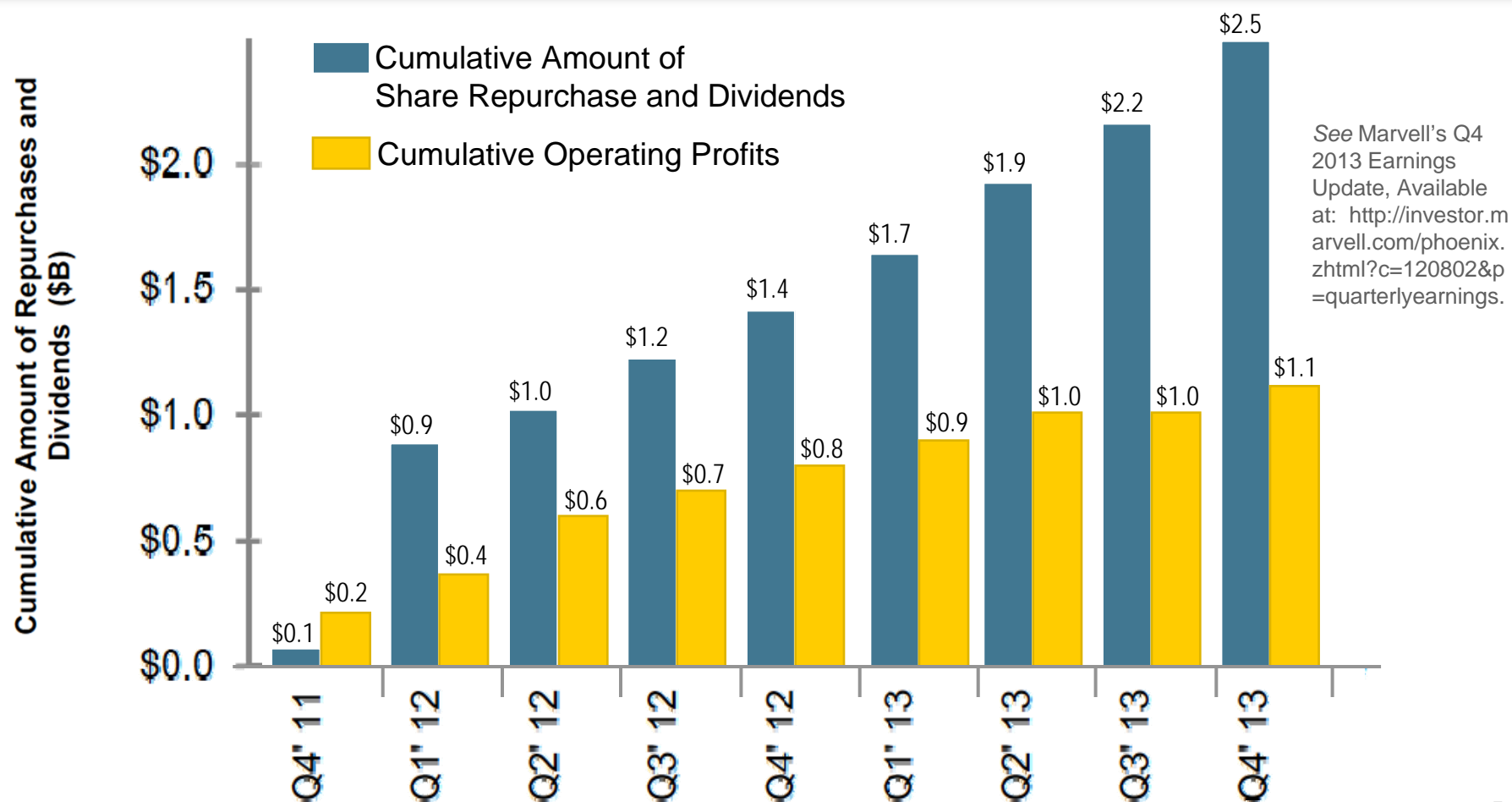
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Source: Marvell's Q4 2013 Earnings Update, Slide 7. Available at: <http://investor.marvell.com/phoenix.zhtml?c=120802&p=quarterlyearnings>.

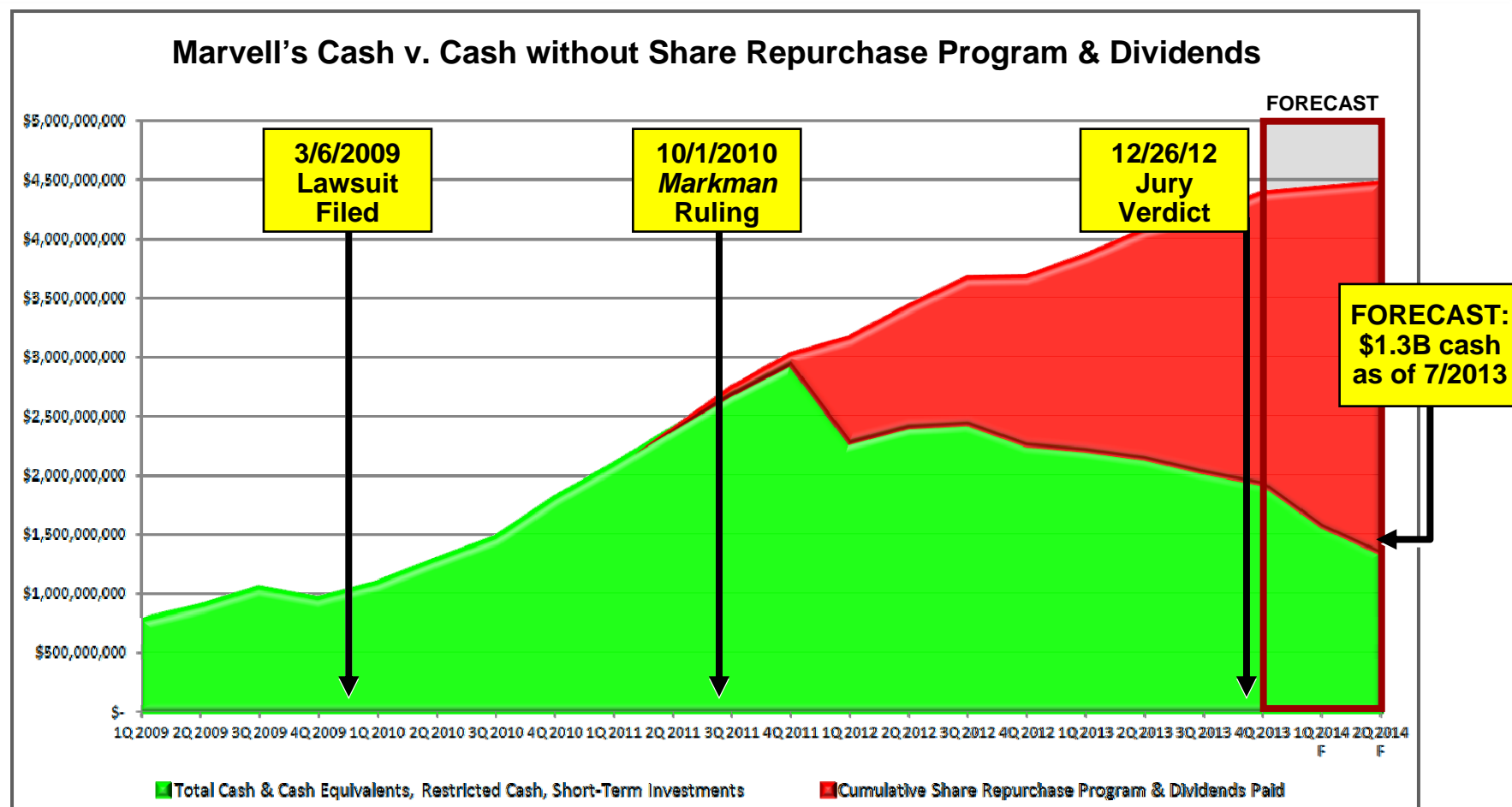
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Marvell's Accelerated Spending of Cash and Repurchase of Shares



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FORECAST ASSUMPTIONS:

- [A] Marvell completes current remaining SRP authorization (\$612.6 million) at the end of Q2 2014.
- [B] Marvell Quarterly Dividend payments are \$30 million in Q1 and Q2 2014.
- [C] Marvell Quarterly Operating Income is \$43.6 million in Q1 and Q2 2014 (same as Q4 2013).

[illegible]

Should the judge grant an injunction or we are required to pay most or all of the damages awarded by the jury after all appeals have been exhausted, this could have a material adverse effect on our business, financial condition, results of operations and cash flows.

million as a result of the alleged infringement. If we receive a significant adverse judgment in any litigation matter that is ultimately upheld after all appeals, our results of operations, financial position and cash flows will be adversely affected.

From time to time our subsidiaries and customers receive, and may continue to receive in the future, notices that allege claims of infringement, misappropriation or misuse of the intellectual property rights of third parties. In addition to standards-based infringement claims, infringement claims have also been directed against us and our subsidiaries' proprietary technologies, particularly those related to storage technology, microprocessors and other circuit components. We have also had certain patent licenses with third parties that have not been renewed, and if we cannot successfully renew these licenses, our subsidiaries and customers could face claims of infringement. These claims could result in litigation and/or claims for indemnification, which, in turn, could subject us to significant liability for damages, attorneys' fees and costs. Any potential intellectual property litigation also could force us to do one or more of the following:

- stop selling, offering for sale, making, having made or exporting products or using technology that contains the allegedly infringing intellectual property;
- limit or restrict the type of work that employees involved in such litigation may perform for us;
- pay substantial damages and/or license fees and/or royalties to the party claiming infringement that could adversely impact our liquidity or operating results.

Supp. Ex. D to Dkt. 853-1
(Marvell's FY2013 10-K), at 19