

**UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C. 20436**

**Before the Honorable Cameron Elliot
Administrative Law Judge**

In the Matter of

**CERTAIN ACTIVE ELECTRICAL
CABLES AND COMPONENTS THEREOF**

Inv. No. 337-TA-1446

**COMPLAINANTS' AND FISH & RICHARDSON P.C.'S OPPOSITION TO
NON-PARTY MARVELL SEMICONDUCTOR, INC.'S MOTION TO DISQUALIFY**

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[REDACTED]

[REDACTED]

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C	Credo SERDES QSFP-DD800G AEC Module (CREDO_1446_00031860) [Confidential]
D	Respondent Molex, LLC's Third Amended Objections and Responses to Complainants' First Set of Common Interrogatories (Nos. 2, 4, 5, 11-15, 19, 25-26) (July 17, 2025) [Annotated, Excerpted] [Confidential]
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M	Attachment B to Complainants' Second Supplemental Responses to Respondents' First Set of Interrogatories (June 26, 2025) [Annotated] [Confidential]
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[REDACTED]
[REDACTED]

Complainants Credo Semiconductor Inc. and Credo Technology Group Ltd. (collectively, “Credo”) and Fish & Richardson P.C. (“Fish”), counsel for Credo, hereby jointly oppose Non-Party Marvell Semiconductor, Inc.’s Motion to Disqualify Fish & Richardson PC from Investigation No. 337-TA-1446 (Mot. Dkt. No. 1446-004, the “Motion”).

I. INTRODUCTION

Marvell’s Motion is as hyperbolic as it is wrong. Stripped of invective, this motion presents a single issue: do the ethical rules prohibit a firm from pursuing an infringement claim against companies whose products utilize a part made by a firm client? The answer is a clear no, and Marvell’s view to the contrary is simply unworkable. According to Marvell, a direct adversity arises whenever a complainant’s law firm represents a supplier of a component in an accused product.¹ Such a rule is not only profoundly wrong but could be easily abused by respondent manufacturers simply switching suppliers to deprive a complainant of its chosen counsel. And in this case, Marvell is one of multiple suppliers of the “retimer” components that form the basis for its motion to disqualify to Respondents, thereby placing into sharp relief the risks of this new imputed “conflict by component” analysis.

Credo has not accused Marvell of violating Section 337 or infringing any of the Asserted Patents. Credo has repeatedly [REDACTED]

[REDACTED] This is not a case where Credo could somehow bootstrap a claim of indirect infringement – Marvell does not make active electrical cable (“AEC”) systems (the accused products), and Marvell’s parts have many uses other than AEC systems. There simply is no legal threat to Marvell. Although Marvell contends that its commercial interests may be theoretically

¹ And Marvell’s vision is that a direct conflict arises if Respondent’s counsel represents a component supplier for a domestic industry product.

[REDACTED]
[REDACTED]

affected if the Respondents' infringing products are excluded, the proposed limited exclusion order would affect only Marvell's ability to sell certain chips to the three named Respondents, specifically for use in the accused products as configured by those Respondents in a particular infringing manner, and only for systems imported into the U.S. market. Regardless, the Model Rules are clear that such economic consequences do not create direct adversity.

Fish takes its ethical obligations to all its clients seriously. Fish is proud of the work it has performed for Marvell and has great respect for the lawyers at Marvell and their capabilities. Marvell's Motion, however, presents a false narrative alleging that Fish misled Marvell regarding the scope of this Investigation. From the day Fish filed the complaint in this investigation on Credo's behalf, [REDACTED]

[REDACTED]. But more than that, the scope of this Investigation—defined by the published Notice of Institution—has remain unchanged since April. Now that the parties are deep into this Investigation, Marvell's requested extraordinary relief would have profoundly prejudicial effects on Credo. For these reasons, Marvell's Motion should be denied.²

II. BACKGROUND

A. The Accused Products at Issue in This Investigation

The Accused Products in this Investigation are active electrical cables or "AECs" for short. AECs are high speed Ethernet cables that facilitate incredibly fast data transmission speeds from end-to-end. AECs incorporate several components that enable this fast data transfer.

² Marvell's Motion also fails to comply with Commission rules. Rule 210.19 provides that "[a]ny person desiring to intervene in an investigation or a related proceeding under this part **shall** make a written motion after institution of the investigation or related proceeding." Marvell, a non-party, has not requested leave to intervene in this Investigation and the Motion is thus fatally defective.



AECs begin with high quality, higher gauge (lower thickness) copper conductors when compared to passive direct attach copper cables. Declaration of Don Barnetson (July 20, 2025), ¶ 3 (“Barnetson Decl.”). These copper conductors are precisely fabricated and laid out to reduce interference and losses, and the cable is sheathed with an electro-magnetic interference boundary to reduce interference from outside sources and a robust final sheathing to protect the assembly. *Id.* The AECs further include specialized connectors on opposite ends of the cable, each having many components, [REDACTED]

[REDACTED]. *Id.* ¶ 4; *see also* Ex. A³ (Amphenol exemplary AEC Assembly Drawing and Schematic Drawing); Ex. B (TE Connectivity exemplary AEC Assembly Drawing depicting multiple components); Ex. C (Credo exemplary AEC schematic). AEC manufacturers, like Credo and Respondents, [REDACTED]

[REDACTED]. Barnetson Decl. ¶ 5. Marvell is one supplier for the retimer chip in this structure. The retimer is used to help maintain data integrity, [REDACTED]

³ Citations to lettered exhibits refer to those attached to this Opposition. Citations to numbered exhibits refer to those attached to the Motion.

[REDACTED]
[REDACTED]
[REDACTED] In other words, the retimer is not a plug-and-play component [REDACTED]

[REDACTED]. Barnetson Decl. ¶ 5. The Respondents who purchase these components program them to perform in a particular manner specific to their cables that is the subject of this Investigation. *Id.*

Respondents' accused AEC systems use retimer chips from several suppliers, including [REDACTED] and Marvell. Ex. D at 10–12 (Molex identifying [REDACTED]); Ex. E at Appx. B (Amphenol identifying [REDACTED] suppliers), Ex. F at 11 (TE Connectivity identifying [REDACTED]). And other companies make retimer chips, too (Complainant Credo makes its own). Retimer chips, such as Marvell's Alaska retimer, have a variety of applications other than AEC environments. For example, Marvell's website states that versions of its Alaska retimers can be used for motherboard trace extensions and compute fabric of GPIU/AI systems, among other applications. *See, e.g.*, Ex. G.⁴

Credo's infringement allegations rest on the fully assembled and programmed AEC system, not an isolated retimer chip. Marvell does not dispute that the '252 and '233 patents' claims are directed exclusively to fully combined AEC systems. Marvell's motion instead focuses only on one asserted patent, U.S. Patent No. 11,032,111 (the "'111 patent") and argues that Credo alleges that Marvell's retimer infringes claim 1 the '111 patent all by itself. Claim 1, however, is

⁴ While Marvell may market one particular Alaska chip to AEC makers, *see* Verified Complaint Under Section 337 of the Tariff Act of 1930, as Amended, EDIS Doc ID 845760 ("Orig. Compl."), Ex. 51, Marvell's own documentation makes clear that its Alaska chips may be used in a variety of applications—not just AECs. Ex. G.

a method claim, and Credo’s allegations focus specifically on Respondents’ actions as set forth right at the outset of the claim chart:

'111 Patent	Accused TE Connectivity Products
Claim 1	
[1pre] A SerDes communications method that comprises, in a transceiver:	<p>TE Connectivity performs a SerDes communications method in a transceiver.</p> <p>For example, the Accused TE Connectivity Products contain digital signal processors (“DSPs”) at the cable ends.</p> <p>See, e.g.:</p>

'111 Patent	Accused TE Connectivity Products
Claim 1	
	<p>OSFP Cable Assembly, 32 Positions, 3 m [9.84 ft], 56 Gb/s, Black Cable, Shielded, 26 AWG, OSFP Plug End A, OSFP Plug End B, VW-1, 16 Pairs</p>  <p>TE Internal #: 2336065-3 TE Internal Description: OSFP - OSFP, 3 METE R, 26AWG</p> <p>Cable Assembly Type : OSFP Number of Positions : 32 Cable Assembly Length : 3 m [9.84 ft] Data Rate (Gb/s): 56 Cable Color : Black</p> <p>Add to List Similar Products Digital Datasheet</p> <p>Ex. 58, TE Connectivity OSFP Cable Assembly Website.</p> <ul style="list-style-type: none"> 112G Product Support for SFP, SFP-DD, QSFP, QSFP-DD, OSFP, and OSFP-XD Interconnects <ul style="list-style-type: none"> Direct Attached Copper Cables (DAC) Active Copper Cables (ACC) Active Electrical Cable (AEC) Active Copper Cables (AOC) I/O Connectors and Cages <p>Ex. 59, TE Connectivity 112G Portfolio External Cabling Solutions Datasheet.</p>

Ex. H at 1–2 (annotated).⁵ And in portions of the claim chart that Marvell omits from its motion, Credo cites, among other things, Respondents’ implementation of cable-specific technologies and protocols. For claim element 1[a], for example, Credo asserts “[f]or example, the Accused TE

⁵ For ease of reference, Credo and Fish have attached the as-filed version of the original claim chart. Ex. H. A quick review of Credo’s charting of just claim 1 shows Marvell’s misleading omissions. Compare *id.* at 1–14 with Mot. at 14–17.

Connectivity Products use OSFP form factor pluggable modules” (*id.* at 8) that provide “support for short and long channel modes” (*id.* at 9), *i.e.*, functionality of unique cables.

B. On March 13, Credo Filed Its Original Complaint Accusing Proposed Respondents Amphenol Corporation, Molex, LLC, TE Connectivity PLC, and Volex PLC of Violating Section 337

This proceeding began on March 13 when Credo filed its original complaint. In the original complaint, Credo accused proposed respondents Amphenol Corporation (“Amphenol”); Molex, LLC (“Molex”); TE Connectivity PLC⁶; and Volex PLC (“Volex”) of violating Section 337 by unlawfully importing into the U.S., selling for importation into the U.S., and/or selling within the U.S. after importation, certain active electrical cables (“AEC”) (the “Accused Products”) that infringed three Credo patents. Orig. Compl., EDIS Doc ID 845760, ¶ 1.⁷

In accordance with Commission rules, Credo provided “a clear statement in plain English of the category of products accused.” Rule 210.12(a)(12); *see also* Rule 210.10(b)(1). Specifically, Credo defined the Accused Products as “active electrical cables and components thereof. Active electrical cables are copper cables including a digital signal processor (DSP) or retimer.” Orig. Compl., EDIS Doc ID 845760, ¶ 19.

From the filing of the original complaint, Credo has made clear both the scope of the Investigation and the scope of an available remedy. Indeed, Credo expressly stated that it did not accuse certain active cable products within the scope of this definition: “The Accused Products **do not include** active electrical cables and components thereof imported for use by Amazon Data Services, Inc. or its affiliates.” *Id.* While AECs sold and imported by Respondents to Amazon

⁶ TE Connectivity PLC was later substituted for TE Connectivity Corporation (“TE Connectivity” and with Amphenol and Molex, the “Respondents”). *See* Order No. 7.

⁷ The three patents are U.S. Patent Nos. 10,877,233 (the “’233 patent”), 11,012,252 (the “’252 patent”), and the ’111 patent (collectively, the “Asserted Patents”).

[REDACTED]
[REDACTED]

Data Services, Inc. (“Amazon”) are within the scope of the *Investigation*, Credo made clear that such sales are authorized, and thus outside the scope of any *remedy* resulting from the Investigation. Orig. Compl., EDIS Doc ID 845760, ¶ 22.

The original Complaint did not accuse Marvell of infringement of any kind – not direct infringement, contributory infringement, induced infringement, or any other species of infringement.

C. Marvell [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] Declaration of Ruffin B. Cordell (July 21, 2025) ¶ 3 (“Cordell Decl.”).

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]. *Id.* ¶ 4. [REDACTED]
[REDACTED]

[REDACTED]. *Id.* [REDACTED]
[REDACTED]. *Id.* ¶ 5.

[REDACTED]
[REDACTED]
[REDACTED]. *Id.* [REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED] *Id.* [REDACTED]

[REDACTED]. *Id.*

[REDACTED]

[REDACTED]

Ex. 10 at 2 [REDACTED]

[REDACTED]

[REDACTED]; Cordell Decl. ¶ 6;

Declaration of John Adkisson (July 21, 2025) ¶ 3 (“Adkisson Declaration”). [REDACTED]

[REDACTED]

[REDACTED]

Cordell Decl. ¶ 6; Adkisson Declaration ¶ 3. [REDACTED]

[REDACTED]

[REDACTED]

D. Credo Amends the Complaint

The next day, March 18, [REDACTED], Credo and Fish amended the complaint by removing Marvell documents and references thereto from the claim charts attached to the complaint. The cover letter to the Commission states that “Complainants ***withdraw public Exhibits*** 13, 23, 30, 51, 60, and 72. Complainants’ Amended Complaint identifies these exhibits as withdrawn and removes all reference to them.” EDIS Doc ID 846150 (emphasis added). [REDACTED]

[REDACTED]

[REDACTED]

Credo subsequently took actions consistent with the understanding that AECs—regardless of the source of the retimer chip—are within the scope of the Investigation. For example, on

March 31, Credo further clarified for the Commission that “[a]ctive electrical cables do not include passive direct attach cables (DACs), active optical cables (AOCs), and active copper cables (ACCs) without digital signal support elements such as a digital signal processor (DSP) or retimer.” EDIS Doc ID 847363. It did not provide a definition based on the source of the retimer chips. Then, on April 7, Credo expressly withdrew “***all allegations*** against proposed respondent Volex PLC” and provided amendments consistent with this withdrawal. EDIS Doc ID 848059 (emphasis added). In contrast, Credo never withdrew any ***allegations*** with respect to AECs implementing Marvell chips.

Notably, Credo never amended its complaint to add a paragraph expressly carving out AECs implementing Marvell chips as it did for products sold to Amazon. If Credo had intended to remove AECs with Marvell chips from the scope of the Investigation, it would have amended the complaint to include paragraphs expressly doing so, as Credo did with Amazon, or it would have expressly stated that it was withdrawing its infringement allegations in the letter to the Commission, as Credo did with Volex.

E. The Commission Institutes the Investigation

On April 14, 2025, the Commission instituted this Investigation. Notice of Institution of Investigation, EDIS Doc ID 848700 (Apr. 14, 2025). Consistent with Credo’s definition presented in the Amended Complaint, the Commission defined the scope of the investigation as “active electrical cables, which are copper cables including high bandwidth connectors, high speed metal conductors, and digital signal support elements such as a digital signal processor (DSP) or retimer, and components thereof.” *Id.* at 2. Additionally, the Commission provided that “[t]o the extent that the complainants have included such an allegation based upon a concern regarding specific components, the complainants should, during the course of this investigation, seek adjudication

and specifically identify the components of the claimed invention sought for exclusion.” *Id.* n.1. Credo has not, and does not intend to, seek adjudication of Marvell chips or seek their exclusion outside of the Respondents’ AECs, [REDACTED].

Ex. 18.

Soon after the Commission instituted this Investigation, on May 2, Molex wrote to Credo asking whether AECs implementing Marvell chips are within the scope of the Investigation. Ex. 15 at 2. Credo confirmed that they were, stating that the Notice of Institution of Investigation “does not limit the scope of the Investigation according to the origin of any particular component.”

Ex. 16.

Since Credo reiterated that AECs implementing Marvell chips are within the scope of the Investigation, no Respondent has resisted discovery into any Accused Product on the basis that they are outside the scope of this Investigation. In fact, as previously explained, all Respondents expressly identified in their interrogatory responses AECs implementing Marvell chips as accused products. Ex. D at 10–12 (Molex interrogatory response); Ex. E at Appx. B (Amphenol interrogatory response); Ex. F at 11 (TE Connectivity interrogatory response). However, when the time came for Respondents to produce relevant information from their own files regarding accused AEC systems containing Marvell parts, Marvell stepped in and induced Respondents to impermissibly withhold discovery. Indeed, Molex notified Marvell on June 9 that it intended to produce “certain documents related to Marvell DSPs.” Ex. 13 at 1. Marvell objected and prohibited Molex—and the other Respondents—from producing these Marvell documents in their

possession. Ex. 14.⁸ The parties to the Investigation know that AECs implementing Marvell AECs are within the scope of discovery and this Investigation, despite Marvell's claims to the contrary.

F. Credo Subpoenas Marvell Through Dowd Scheffel PLLC

Consistent with this understanding, Credo sought discovery directly from Marvell. However, given Fish's ongoing relationship with Marvell, Credo retained the law firm Dowd Scheffel PLLC ("Dowd") to draft, apply for, and serve Marvell with a subpoena. Ex. 11; Declaration of Matthew J. Dowd (July 21, 2025) ¶ 5 ("Dowd Decl."). Credo's subpoena application states the following:

Marvell possesses substantial information relevant to this Investigation. Specifically, at least some of Respondents' active electrical cables ("AECs") incorporate certain Marvell components ("AEC Components"), including retimers, digital signal processors ("DSPs"), and related components and products. **These Marvell AEC Components (as defined in the subpoena) are understood to be components that employ or include functionality or features that, as part of the Respondents' AECs, may practice one or more limitations of the asserted claims and therefore contribute to the accused infringement by the Accused AECs.** Information concerning Marvell's AEC Components is likely to support Complainants' contentions that Respondents' making, using, offering for sale, and selling their AECs infringe one or more claims in asserted U.S. Patent Nos. 10,877,213, 11,012,252, and 11,032,111 (collectively or individually the "Asserted Patents").

Additionally, the subpoena is narrowly and reasonably tailored to seek information relevant to the Asserted Patents. Complainants' proposed subpoena seeks technical documents concerning Marvell's AEC Components, including source code, that identifies functionalities and features relevant to one or more of the Asserted Claims of the Asserted Patents. Marvell's AEC Components are manufactured for, offered for sale to, or sold to Respondents for use in their AECs, and therefore the subpoena requests are relevant and reasonable in scope.

Ex. 11 at 1–2 (emphasis added).

⁸ Respondents' following Marvell's directive to refuse to produce such discovery is a discovery dispute Credo will raise at the teleconference set for July 25.

[REDACTED]
[REDACTED]

The subpoena itself requests routine document production. For example, it requests an identification of each Marvell chip manufactured for, offered for sale to, or sold to any Respondents, and technical documentation and source code related thereto. *Id.* at Subpoena 14–20.

Fish had no part in drafting, applying for, serving, or communication with Marvell in regard to the subpoena. Counsel at Dowd has handled every aspect of the subpoena process. Dowd Decl. ¶¶ 5–6.

G. Marvell’s June 27 Letter

One business day before Marvell’s deadline to respond to Credo’s subpoena, Marvell sent Fish a letter providing its position [REDACTED]

[REDACTED]

[REDACTED]. Ex. 17. In this letter, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] *Id.* at 3.

Fish responded on July 2, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. *Id.* at 4–7. [REDACTED]

[REDACTED]

[REDACTED] *Id.* at 4.

Several days later, on July 7, 2025, Fish and motion counsel from Marvell met and conferred to discuss the issues raised in the letters. [REDACTED]

[REDACTED]. Cordell Decl. ¶ 10. [REDACTED]

[REDACTED]. *Id.* [REDACTED]

[REDACTED] *Id.* [REDACTED]

[REDACTED] *Id.*

Despite Fish’s attempt to assuage Marvell’s concerns, Marvell stated on July 9 that it and Fish were at an impasse. The Motion followed on July 10.

H. Fish’s Representation of Marvell

As Marvell explains in the Motion, Fish has represented Marvell in intellectual property matters for years, and Fish’s trademark work for Marvell is ongoing. Mot. at 2. Fish is proud of this work and is acutely aware of its duties to Marvell as an existing client. See Ex. 1 at 2–4; Ex. 2 at 2; Ex. 3 at 2. But this work does not relate in any way to Fish’s representation of Credo in this Investigation.

III. LEGAL STANDARD

A. ABA Model Rule 1.7

Under Model Rule 1.7(a)(1), “a lawyer shall not represent a client if the representation involves a concurrent conflict of interest,” which exists where “the representation of one client will be directly adverse to another client.” Importantly, using the term “directly” in Model

Rule 1.7(a) indicates that the conflict must involve a clear and immediate opposition of legal interests. Indirect or general adversities, such as competing economic interests, do not fall within the scope of “directly adverse” under Model Rule 1.7(a). See Model Rule 1.7 cmt. 6 (stating that simultaneously representing clients in unrelated matters whose interests are only “economically adverse,” “does not ordinarily constitute a conflict of interest”).

B. ABA Model Rule 1.9

“A lawyer who has formerly represented a client in a matter shall not thereafter represent another person in the same or a substantially related matter in which that person’s interests are materially adverse to the interests of the former client unless the former client gives informed consent, confirmed in writing.” Rule 1.9(a). “Matters are ‘substantially related’ for purposes of this Rule if they involve the same transaction or legal dispute or if there otherwise is a substantial risk that confidential factual information as would normally have been obtained in the prior representation would materially advance the client’s position in the subsequent matter.” Rule 1.9, cmt. 3. Prior Commission orders have “considered the particular technology involved in the current and former representations.” *Certain Semiconductor Devices and Consumer Audiovisual Products Containing the Same*, Inv. No. 337-TA-1047, Order No. 11 at 7 (July 7, 2017). The movant must also explain how counsel’s prior representation would prejudice the movant or materially advance counsel’s client’s position in the investigation. *Id.* at 13.

C. Disqualification Is Drastic and Unfavored

The Commission treats motions to disqualify with the utmost care. ALJs “rarely” exercise their authority to disqualify counsel, “as disqualification of counsel is drastic and disfavored.” *Certain Dynamic Random Access Memory and NAND Flash Memory Devices and Products Containing Same*, Inv. No. 803, Order No. 40 at 4 (Apr. 18, 2012). “This is because the right of a

party to choose and maintain its own counsel is a matter of significant importance.” *Certain Audio Processing Hardware, Software, and Products Containing the Same*, Inv. No. 337-TA-1026, Order No. 23 at 3-4 (Apr. 6, 2017) (modified). Disqualification is used “only when absolutely necessary,” with “the movant bearing the burden of showing that disqualification is warranted by a high standard of proof.” *Id.* (modified). “An attorney should **only** be disqualified when continued representation will cause prejudice to or adversely impact the rights of another party in the matter and where such prejudice outweighs the prejudice caused by disqualification.” *Id.* (modified, emphasis added).

IV. ARGUMENT

A. Fish Has Not Violated the Model Rules

Fish takes its ethical obligations seriously with respect to all clients. If Fish’s representation of Credo in this matter would violate its ethical obligations and duty of loyalty to Marvell, it never would have accepted the representation. Despite Fish’s repeated explanation of how its actions are consistent with its ethical obligations, Marvell proceeded to file this Motion.

But Marvell cannot carry its burden of showing that Fish violated any Model Rule. Under Rule 1.7, Fish’s representation of Credo is not “directly adverse” to Marvell because, as one retimer supplier (of many) to Respondents, Marvell will, at most, suffer a negligible economic harm if the Commission issues the requested remedial orders because those Respondents using Marvell chips will have to shift sales to other jurisdictions. Marvell will be able to continue to sell its retimer parts to U.S. customers. Marvell will also be able to continue to sell its retimer parts into the many non-AEC applications it touts on its website. Ex. G at 2. The only effect of remedial orders in this case will be to stop Respondents from importing infringing AEC systems and the

impact on Marvell is the same as any parts supplier to these Respondents. This does not constitute a violation of Model Rule 1.7.

Marvell’s argument that Fish violated Model Rule 1.9 similarly fails. As discussed herein, Marvell cites a single case that it claims concerns technology “substantially similar” to that at issue here. But Marvell’s argument improperly “rel[ies] upon generalized truths that would be true for most, if not all,” technologies related to data communications. *Certain Semiconductor Devices and Consumer Audiovisual Products Containing the Same*, Inv. No. 337-TA-1047, Order No. 11 at 13 (July 7, 2017). Fish has not violated Rule 1.9.

1. There Is No Direct Adversity Under Model Rule 1.7

Fish does not dispute that it currently represents Marvell.⁹ Thus, the only remaining question under Model Rule 1.7 is whether Fish is “directly adverse” to Marvell in this Investigation, and it is not. As discussed above, Marvell’s chips would not be subject to any remedial orders issued by the Commission—it would only be Respondents’ AEC products. At most, there may be an *economic* effect on Marvell from this Investigation because Respondents will be prohibited from importing AECs where the Respondents have purchased Marvell parts and

⁹ The pages Marvell fills discussing Fish’s trademark work and past relationship are simply irrelevant to the Model Rule 1.7 analysis. Mot. at 18–20. While Marvell claims that “the subject matter of Fish’s concurrent representations of Marvell and Credo are related,” Mot. at 18, Marvell notably does not assert that any of Fish’s Marvell trademark work is “the same or substantially related” to this Investigation under Model Rule 1.9. See Mot. at 28–30. Moreover, Marvell’s reliance upon *Electronic Imaging Devices* (Mot. at 19–20) is misplaced because there, the ALJ found numerous “common issues of fact” with respect to the patents-at-issue in the concurrent representations. Inv. No. 337-TA-726, Order No. 6 at 10 (Sept. 1, 2010) (holding that the client, an inventor of patents-at-issue in the concurrent representations, “is a witness or a potential witness on any number of issues regarding his filed patents asserted in this investigation and in the 704 investigation”). Here, Marvell has failed to identify such “common issues of fact” which would lead to “overlap with discovery” between Fish’s trademark work—or any information obtained during that representation—and the highly technical information concerning the operation of the Marvell chips implemented in the Accused Products in this Investigation.

configured them in an infringing system. But such a potential economic effect does not create direct adversity as explained below.

a. ITC Precedent Confirms There Is No Direct Adversity

Disqualification is not taken lightly before the Commission, and ALJs regularly deny motions for disqualification in all but the most egregious cases of direct adversity. *See Certain Portable Communication Devices*, Inv. No. 337-TA-827, Order No. 7 (Feb. 13, 2012) (denying non-party Google Inc.’s motion to disqualify under Model Rule 1.7 complainant’s counsel who prosecuted patents on technology related to the accused features); *Certain Computing Devices Utilizing Index Search Systems and Components Thereof*, Inv. No. 337-TA-1389, Order No. 10 (Aug. 20, 2024) (denying respondents’ motion to disqualify plaintiff’s counsel under Rule 1.7); *Certain Semiconductor Devices and Consumer Audiovisual Products Containing the Same*, Inv. No. 337-TA-1047, Order No. 11 (July 7, 2017) (same). Marvell has failed to show that there has been any violation of Model Rule 1.7.

Other ALJs have already rejected Marvell’s suggestion that economic effects of remedial orders result in direct legal adversity. For example, in *Certain Graphics Processing Chips, Systems on a Chip, and Products Containing the Same* (“*Graphics Processing Chips*”), ALJ Shaw denied non-party Taiwan Semiconductor Manufacturing Co., Ltd.’s (“TSMC”) motion to disqualify Kirkland & Ellis LLP (“Kirkland”) from serving as counsel for complainants Samsung Electronics Co., Ltd. and Samsung Austin Semiconductor, LLC (collectively, “Samsung”). Inv. No. 337-TA-941, Order No. 7 at 1 (Apr. 13, 2015). TSMC, a Kirkland client at the time, argued that “Samsung’s infringement allegations are really aimed at TSMC,” rather than the accused products in that investigation, NVIDIA Corporation (“NVIDIA”) graphic processing units. *Id.* at 3–4. TSMC sought to bar Kirkland from representing Samsung under Model Rule 1.7. *Id.* at 4.

ALJ Shaw rejected TSMC's argument and held the following:

As Samsung argued, ***the issue here is whether the specific NVIDIA-designed chips, which are imported by NVIDIA and certain of its customers, infringe Samsung's patents.*** Samsung and the Staff have represented that the asserted claims . . . are not directed to wafer manufacturing technology. ***The case here is about the end-product that NVIDIA designed, not the manufacturing process used to make those products. The fact that Samsung chose to accuse products TSMC makes for NVIDIA*** does not establish that Kirkland's representation of Samsung is directly adverse to TSMC.

Although TSMC may suffer adverse economic consequences if Samsung prevails in this investigation, such a result will not impose legal obligations or impair legal rights TSMC has. Thus, Kirkland's representation of Samsung in this investigation is not directly adverse to TSMC.

Id. at 5 (emphasis added).

Graphics Processing Chips directly applies to the situation at hand. The Asserted Patents in this Investigation are not directed to retimer chips. They are directed to Respondents' AECs that use, among other components, retimer chips that Respondents configure in a specific manner. Thus, the issue in this Investigation is whether Respondents' imported AECs infringe the Asserted Patents and the Commission should issue remedial orders targeted toward Respondents, not whether Marvell or its products infringe. But like TSMC in *Graphics Processing Chips*, such orders will not impose legal obligations or impair Marvell's legal rights. They would, at most, potentially have an economic impact on Marvell, which is insufficient to show that Fish's representation of Credo is directly adverse to Marvell.¹⁰

¹⁰ Moreover, as discussed herein, *infra* § IV.B.1, any potential economic impact on Marvell would be limited to, at most, the lost economic opportunity to sell a particular product, to particular customers (the named Respondents), who have programmed and configured those retimer parts in an infringing manner and built out the entirety of another particular product (AECs), for importation into a particular country (the U.S.), for sale to particular customers (sales other than to Amazon).

[REDACTED]

Marvell tries, but fails, to distinguish *Graphics Processing Chips*. Mot. at 26–27. First, Marvell argues that “while TSMC’s manufacturing process was used to make the accused chips— but [sic] the manufacturing process was not at issue.” *Id.* at 26. But like the “manufacturing process” in *Graphics Processing Chips*, neither Marvell’s conduct nor its products are accused of infringement. Credo’s infringement allegations center on Respondents and their AECs. And here, Marvell’s involvement in this case is even more remote than in *Graphics Processing Chips*. Retimers, like the Marvell retimer component, are sold as a configurable module that the Respondents must program, configure, and design into the accused AECs. See Barnetson Decl.

¶ 5 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Ex. J at TECC-1446-0000001–04 (TE Connectivity product specification advertising compliance with certain protocols); Ex. K at Molex1446ITC00000105 (Molex product brief); Ex. L at APH_ITC1446-0000661 (Amphenol document stating that a “Benefit[]” of its AEC is that they “[m]eet[] industry standard signal performance requirements”); see Barnetson Decl.

¶ 5. After programming and configuration, the Respondents implement a specific design unique to each Respondent [REDACTED]

See Ex. A

(Amphenol exemplary AEC Assembly Drawing and Schematic Drawing); Ex. B (TE Connectivity exemplary AEC Assembly Drawing depicting multiple components); *see also* Ex. C (Credo exemplary AEC schematic). It is this programmed and assembled product that Credo alleges infringes the Asserted Patents. Marvell is free to sell the subject retimer parts to Respondents for U.S. AEC sales if Respondents program the parts in a non-infringing manner. Second, Marvell argues that ALJ Shaw’s subsequent order granting a separate motion to quash¹¹ Samsung’s subpoena served on TSMC “make[s] clear that the rationale for denying the motion to disqualify was based on Samsung’s extensive representation that no TSMC process, product or service was in any way whatsoever accused of infringement.” Mot. at 26–27. But the same is true here. Credo does not accuse any Marvell process, product, or service of infringement. Marvell’s chips are not accused of infringement.¹²

While Marvell claims that Credo’s claim chart “is directed to functionality contained within” a Marvell chip (Mot. at 14–17) and attempts to distinguish *Graphics Processing Chips* on this basis (Mot. at 27), Marvell fails to analyze the charts attached to the original complaint. Instead, it bases its arguments on selective excerpts. *Compare* Mot. at 14–17 with Ex. H at 1–14. The claim chart submitted by Credo makes clear that its infringement allegations concern the AECs. Element [1a] recites “selecting one of multiple registers to specify initial pre-equalizer

¹¹ Marvell has not moved to quash Credo’s subpoena.

¹² Marvell states that **Fish** “requests source code and other materials from its client Marvell in a subpoena to establish infringement.” Mot. at 27. This is false. The subpoena was drafted, served, and in all respects handled by Dowd. *See supra*, § II.F; Dowd Decl. ¶¶ 5–6. Moreover, the fact that a generic part is included within an infringement analysis is not dispositive. If that were the case, no law firm could bring a case against any complex device made of parts supplied by firm clients. That interpretation would bring ITC practice to a halt. *See infra*, § IV.A.1.c.

coefficient values, each of the multiple registers corresponding to a different channel model.” *Id.* at 7. For this element, Credo asserts “[f]or example, the Accused TE Connectivity Products use OSFP form factor pluggable modules” (*id.* at 8) that provide “support for short and long channel modes” (*id.* at 9), *i.e.*, functionality of unique cables for specific applications. Credo alleges that the way in which Respondents program the chips within their AECs to account for short and long channels satisfies element [1a], not anything performed by Marvell. As a further example, element [1c] recites “using the updated pre-equalizer coefficient values to convey a transmit data stream.” *Id.* at 12. Such “pre-equalizer coefficient values” are chosen and implemented by the Respondents, and transmitting such data streams of course requires a cable system—not just a chip. Marvell’s comparison is misleading.

Further ITC precedent confirms there is no direct adversity under the present circumstances. In a much closer case of adversity, *Certain Baseband Processor Chips and Chipsets, Transmitter and Receiver (Radio) Chips, Power Control Chips, and Products Containing Same, Including Cellular Telephone Handsets*, ALJ Bullock denied non-party Cellco Partnership d/b/a Verizon Wireless’s (“Verizon”) motion to disqualify Wilmer Cutler Pickering Hale and Dorr (“WilmerHale”) as counsel for complainant Broadcom Corporation (“Broadcom”). Inv. No. 337-TA-543, Order No. 29 (Mar. 9, 2006) (“*Baseband Processor Chips*”). In that case, Verizon, a WilmerHale client, alleged that Broadcom accused Verizon of direct infringement as part of an inducement case against Qualcomm, which made WilmerHale “directly adverse” to Verizon. *Id.* at 13–14. Verizon correctly argued that in order to prevail on an inducement case against Qualcomm in the investigation, WilmerHale must establish direct infringement. *Id.* ALJ Bullock denied the motion because he recognized that Broadcom never alleged that Verizon violated Section 337 or pursued a direct infringement theory against Verizon and thus did not

present direct legal adversity. *Id.* at 22. He specifically found that, “Broadcom is not seeking a specific legal ruling that is directly adverse to Verizon.” *Id.* at 22–23. ALJ Bullock found that even if Commission remedial orders had “an adverse economic impact on Verizon, . . . ‘simultaneous representation in unrelated matters of clients whose interests are only economically adverse, such as representation of competing economic enterprises in unrelated litigation, does not ordinarily constitute a conflict of interest.’” *Id.* at 23 (quoting Model Rule 1.7, Cmt. 6).

Similarly, here, Credo is not seeking a specific legal ruling that is directly adverse to Marvell. Marvell claims that Credo is accusing it of contributory infringement, but that allegation is demonstrably false. *See infra*, § IV.A.1.d. Credo and Fish

Ex. 18 at 4

There is no direct adversity.

Marvell’s attempt to distinguish *Baseband Processor Chips* fails. In a footnote, Marvell states that ALJ Bullock denied Verizon’s motion because Broadcom disclaimed the use of facts “to seek in th[e] proceeding a finding that Verizon has violated Section 337, a finding of direct infringement specifically by Verizon, or a cease and desist remedy against Verizon.” Mot. at 27–28 n.16. According to Marvell, *Baseband Processor Chips* is therefore distinguishable because “Credo must establish Marvell’s retimers meet limitations of its patents and thus contribute to the alleged infringement, and Credo has not disclaimed use of any facts related to Marvell.” *Id.* But Credo has not accused Marvell of any type of patent infringement, Credo has not accused Marvell of violating Section 337, and Credo has no intention to accuse Marvell of infringing the Asserted Patents. It is AEC manufacturers, like Respondents, that assemble the accused AEC systems from

many parts, [REDACTED], and purchase and configure retimer chips like Marvell's in an infringing manner. Barnetson Decl. ¶¶ 4–5. Respondents' conduct and AEC products are at issue in this Investigation. In view of Credo's express and repeated position [REDACTED], there is no legal adversity. Whether Credo uses discovery obtained from Marvell to potentially prove infringement of certain Accused Products is therefore irrelevant. Moreover, Credo's allegations against the Respondents include a number of retimer chips made by companies other than Marvell. Ex. D at 10–12 (Molex identifying [REDACTED]); Ex. E at Appx. B (Amphenol identifying [REDACTED]), Ex. F at 11 (TE Connectivity identifying [REDACTED]).

b. Marvell's Other Precedent Is Inapposite

Contrary to Marvell's assertion, the Federal Circuit's non-precedential decision in *Celgard, LLC v. LG Chem, Ltd.* is not instructive here. In that case, plaintiff Celgard LLC ("Celgard") moved at the district court for a preliminary injunction against defendant LG Chem, Ltd. ("LG Chem") "from continuing to infringe the [asserted patent] either directly or by inducing others by continuing to sell its batteries to customers such as Apple." *Celgard, LLC v. LG Chem, Ltd.*, 594 F. App'x 669, 671 (Fed. Cir. 2014). Celgard then "sent Apple a copy of its motion and requested to work with Apple to find a mutually beneficial business arrangement to resolve the issues around infringement of Celgard's intellectual property." *Id.* The district court granted Celgard's motion for a preliminary injunction. *Id.* A few days later, the district court stayed the injunction pending an appeal, and Jones Day appeared on Celgard's behalf to represent it before the district court and Federal Circuit. *Id.* Apple requested Jones Day to withdraw because Apple asserted "that the preliminary injunction covers the custom batteries LG Chem provides for Apple's products and

that Jones Day currently represents Apple in several ongoing unrelated commercial litigation matters.” *Id.* The Federal Circuit found disqualification appropriate under the North Carolina Rule of Professional Conduct 1.7(a) because, in view of Celgard’s direct threats, the Federal Circuit held “Apple face[d] not only the possibility of finding a new battery **supplier**, but **also additional targeting by Celgard** in an attempt to use the injunction issue as leverage in negotiating a business relationship.” *Id.* at 672 (emphasis added).

This Investigation is nothing like *Celgard* because Credo has not threatened Marvell. In *Celgard*, Jones Day represented Apple, the downstream **purchaser** of the accused custom battery components sold by LG Chem. And critically, Celgard specifically threatened Apple with using the preliminary injunction against LG Chem to “resolve the issues around [Apple’s] infringement of Celgard’s intellectual property.” *Id.* at 671. Thus, Celgard specifically threatened that *Apple’s* use and resale of infringing products exposed *Apple* to liability. Here, Fish represents Marvell, the upstream **supplier** of a component sold to Respondents, and Credo is not leveraging this Investigation for “additional targeting” aimed at Marvell. If the Commission issues remedial orders against the Respondents, Marvell will still be able to supply its chips to non-AEC applications, to U.S. customers (other than the Respondents for use in AEC applications), and even to the Respondents for sales outside of the U.S. or for systems where the Respondents configure their AECs in a non-infringing manner. Further, Marvell can continue to sell its chips even to the named Respondents for their AECs destined for Amazon, which is a large consumer of AECs.

Moreover, in *Celgard*, the district court had already issued a preliminary injunction and it was being used by the plaintiff to threaten Apple. The Commission has not issued any remedial orders in this case that could possibly threaten Marvell’s business, and Fish and Credo [REDACTED] [REDACTED]. *Celgard* does not help Marvell.

Similarly, *Freedom Wireless, Inc. v. Bos. Commc'ns Grp., Inc.*, No. 2006-1020, 2006 WL 8071423 (Fed. Cir. Mar. 20, 2006) is unpersuasive. There, Freedom Wireless, Inc. (“Freedom Wireless”) filed suit against Boston Communication Group, Inc. (“BCGI”) and several wireless carriers (but not Nextel Communications, Inc. (“Nextel”)). The district court entered an injunction that prohibited “each defendant from, among other things, ‘acting in concert with any third party . . . to make, use, sell, or offer to sell any of these [infringing] implementations’” *Id.* at *1. Plaintiff’s law firm, Quinn, Emanuel, Urquhart, Oliver, & Hedges LLP (“Quinn Emanuel”), then issued a press release stating that the injunction applied against “BCGI and its current carrier customers.” *Id.* at *2. Nextel, a third-party and current client of Quinn Emanuel, sought to intervene in the lawsuit to clarify, stay, or amend the injunction and to disqualify Quinn Emanuel based on a conflict of interest. *Id.* Freedom Wireless opposed, and expressly “asserted that the injunction applies to Nextel.” *Id.* The Federal Circuit found that Quinn Emanuel was directly adverse to Nextel because:

[t]he meaning of Quinn Emanuel’s press release and Freedom Wireless’s arguments on appeal are clear, even in the absence of Quinn Emanuel expressly naming Nextel as a party subject to the injunction. Here, counsel has asserted a position that an injunction obtained on behalf of one client, Freedom Wireless, should limit the activity of another client, Nextel.

Id. at *3.

As with *Celgard*, *Freedom Wireless* concerned a direct threat in view of an already entered injunction not just from the patent owner, but also the subject law firm itself. Moreover, it similarly involved downstream “carrier customers.” *Freedom Wireless* simply does not apply.

c. Marvell’s Theory Is Unworkable

In Marvell’s view, if any client supplies a non-client with a component implemented in an accused (or domestic industry) product, the existence of the component creates a direct conflict –

d. Credo Never Accused Marvell of Infringement

Incredibly, Marvell claims that “Credo’s subpoena expressly accused Marvell of contributory infringement.” Mot. at 18; *see also id.* at 24. This is simply false. [REDACTED]

§ 271(c). Marvell's chips are but a single component in the Accused Products and they may be relevant to one or more claim limitations depending on how Respondents program and configure those chips, but no claim is made against **Marvell** chips themselves.

Moreover, Marvell is not the only chip supplier. The claim charts attached to Marvell's original complaint confirm as much, as they also map the asserted claims to AECs including Broadcom chips. *See, e.g.*, Orig. Compl. EDIS Doc ID 845760, Ex. 37 at 2 ("For example, the DSPs in the Accused Molex Products are manufactured by Broadcom and others."). Discovery in this Investigation has also revealed [REDACTED]. Ex. D at 10–12 (Molex identifying [REDACTED]); Ex. E at Appx. B (Amphenol identifying [REDACTED]), Ex. F at 11 (TE Connectivity identifying [REDACTED]). Credo also makes its own retimer, which forms part of the domestic industry in this case. Ex. M at 1–4 (identifying Credo's "Screaming Eagle DSP" and "Black Hawk DSP"). This Investigation was never an attack on Marvell's chips through its customers, as Marvell would lead the ALJ to believe.¹³

Even if Marvell were the only chip supplier and there were no entities other than the Respondents that could purchase Marvell's products, this case involves the **implementation** of Marvell's chips within the Accused Products. As explained above, Respondents ultimately program the retimer [REDACTED], which Credo alleges infringes. [REDACTED]

¹³ In fact, not only is Marvell but one of several chip suppliers, but this Investigation concerns only three Respondents' Accused Products. As Credo has explained, there are several other AEC suppliers that will not be subject of any remedial orders in this Investigation that Marvell could sell its chips to. Ex. N at 3 (identifying Volex, 3M, Broadex, and Luxshare as companies that also make AECs).

[REDACTED] see also Barnetson Decl. ¶ 5.

Respondents could implement firmware in a non-infringing manner, but they instead choose to operate their AECs in an infringing manner, to, among other things, claim to meet various industry specifications, such as the IEEE 802.3ck standard.¹⁴

Finally, as touted by Marvell’s website, its retimer chips have applications beyond implementation in AECs. According to Marvell’s own documentation, one such chip has multiple “Target Applications,” including, among other things, “Motherboard PCIe/CXL trace-length extension” and “Compute fabric of GPU/AI system.” Ex. G at 2. By Marvell’s own statements, it sells these chips for purposes other than to implement them in Accused Products.

Credo has not accused—and has no intention to accuse—current Marvell products of infringing the Asserted Patents. Credo also never withdrew infringement allegations against AECs implementing Marvell chips from the scope of this Investigation, as Marvell itself acknowledged.

2. The Single Case Cited by Marvell Is Not “Substantially Related” to This Investigation under Rule 1.9

Marvell makes a half-hearted attempt to argue that Fish has violated Model Rule 1.9 through its previous representation of Marvell in the *Computer Circuit Operations LLC v. Marvell International, Ltd.*, No. 6:20-cv-00044/1:20-cv-00649 (W.D. Tex.) (hereafter, “CCO”). Mot. at 28–30. This argument fails because the present Investigation is substantially different than Fish’s 2020 representation of Marvell in CCO.

¹⁴ This is Fish’s current understanding of the operation of Respondents’ AECs, based on the current state of discovery in this Investigation.

To begin with, the Marvell products at issue in *CCO* are unrelated to the retimer parts that Marvell and others supply to Respondents in this Investigation. The products at issue in *CCO* were memory controllers, particularly, DDR3, DDR4, LPDDR3, and LPDDR4 memory controllers. *CCO*, Dkt. No. 1 ¶ 31. Memory controllers control read/write operations between memory (*i.e.*, DRAM) and a CPU over controlled, short length traces on a circuit board. *See* Barnetson Decl. ¶ 6. On the other hand, the retimer parts that Marvell and others supply to Respondents in this Investigation relate to data transmission and recovery over extended Ethernet cables with lengths that are several orders of magnitude longer than memory-CPU channels. *See id.*

Marvell identifies U.S. Patent No. 7,278,069 (the “’069 patent”) in its Motion to demonstrate how the *CCO* case is “substantially related” to this Investigation. Mot. at 29. The ’069 patent, filed in 2003, is directed to an old problem specifically related to delays between competing memory signals, and compensating for that delay by measuring and using timing offsets. Ex. 20 at Abstract. *CCO* alleged that the ’069 patent related to modern-day write leveling for DRAM, which is a technique to compensate for the fact that memory chips on a circuit board may be at different distances from the signal source and thus the signals arrive at different times. *CCO*, Dkt. No. 1 ¶ 32.

The Asserted Patents in this Investigation, on the other hand, relate to unique types of equalization for high-speed Ethernet cables to avoid the effects of frequency-dependent attenuation and other defects that occur with long copper cables operated at high data rates. For example, the ’111 patent, one of the Asserted Patents in this Investigation, specifically relates to a pluggable module transceiver and method for Active Ethernet Cables using a SerDes pre-equalizer for equalizing transmitted signals in an optimized manner by providing equalization at the transmitter. ’111 patent at Abstract, 1:39–2:16. This is a wholly different concept from providing timing skew

compensation between different memory chips by measuring timing offsets as the '069 patent teaches. Marvell asserts that the '069 patent and '111 patent are substantially related because both relate to “signal misalignment, inter-symbol interference (ISI), and channel attenuation.” Mot. at 29. These broad statements are akin to saying these patents both relate to “data communications” dating back to the early days of digital telephony. To rely on such broad concepts for a “substantially related” analysis would swallow up the entire field of data communications. See *Certain Semiconductor Devices and Consumer Audiovisual Products Containing the Same*, Inv. No. 337-TA-1047, Order No. 11 at 12-13 (July 7, 2017) (denying motion to disqualify under Rule 1.9 where the “present investigation [was] not substantially related to the prior investigations because it involve[d] different technology” and the movant “rel[ied] upon generalized truths that would be true for most, if not all,” of the category of accused products).

Notably, Marvell cites only a single case to support its position, but that case is irrelevant because (1) any information that Fish attorneys may have learned during the *CCO* case does not pertain to the issues in this Investigation for the reasons explained above, and (2) it concerns a concurrent representation under Model Rule 1.7, not a previous representation under Model Rule 1.9. *Certain Network Interface Cards and Access Points for Use in Direct Sequence Spread Spectrum Wireless Local Area Networks and Products Containing Same*, Inv. No. 337-TA-455, Order No. 69 (Jan. 17, 2003).¹⁵ Marvell cannot marshal additional precedent supporting its position because ALJs regularly deny motions for disqualification under Rule 1.9. See *Certain Smart Thermostats, Load Control Switches, and Components Thereof*, Inv. No. 337-TA-1277,

¹⁵ *Network Interface Cards* also does not help Marvell’s argument under Model Rule 1.7 because none of Fish’s attorneys on the Credo Team have ever accessed Marvell’s documents collected by the Marvell Trademark Team, and Fish has implemented an ethical wall segregating Fish attorneys on these two teams. Cordell Decl. ¶ 9; Ex. I.

Order No. 8 (Dec. 22, 2021) (denying motion to disqualify under Rule 1.9 where counsel had worked on patent-related matters for an inventor of the asserted patents); *Certain Semiconductor Devices and Consumer Audiovisual Products Containing the Same*, Inv. No. 337-TA-1047, Order No. 11 (July 7, 2017); *Certain Consumer Electronics and Display Devices with Graphics Processing and Graphics Processing Units Therein*, Inv. No. 337-TA-932, Order No. 5 at 22 (Dec. 1, 2014) (denying motion to disqualify under Rule 1.9 where the previous litigations “involved different patents, claims and technologies from the current investigation even if the technology is contained on the Adreno™ chip” accused of infringement in the current and previous litigations); *Certain Dynamic Random Access Memory and NAND Flash Memory Devices and Products Containing Same*, Inv. No. 337-TA-803, Order No. 40 at 6 (Apr. 18, 2012) (denying motion to disqualify under Rule 1.9 where the movant “primarily relie[d] on the fact that each of the past Investigations involved DRAM and/or NAND Flash memory devices, without providing specific descriptions of the technology at issue with respect to those devices”). The ALJ should reach the same result here and find no violation of Model Rule 1.9.

B. Even If Fish Violated a Model Rule, Disqualification Is Not Warranted

Even ignoring well-settled precedent to assume that Fish violated Model Rule 1.7 and/or 1.9, Fish should not be disqualified from representing Credo in this Investigation. “The dispositive issue in a motion to disqualify is not whether or not an attorney or firm violated one of the rules of professional conduct.” *Certain Baseband Processor Chips and Chipsets, Transmitter and Receiver (Radio) Chips, Power Control Chips, and Products Containing Same, Including Cellular Telephone Handsets*, Inv. No. 337-TA-543, Order No. 29 at 21 (Mar. 9, 2006). As ALJ Essex explained:

A violation of the ethical rules does not result in per se disqualification of the attorney involved. Rather, the crucial issue is

whether continued representation will cause prejudice to or adversely impact the rights of another party in the matter and whether such prejudice outweighs the prejudice caused by disqualification of another party's choice of counsel.

Certain Semiconductor Chips with Minimized Chip Package Size and Products Containing Same, Inv. No. 337-TA-605, Order No. 15 at 4 (Dec. 27, 2007) (modified). Accordingly, “to warrant the severe sanction of disqualification, there must be a showing that the unethical conduct has somehow ‘tainted’ the investigation.” *Certain Dynamic Random Access Memory and NAND Flash Memory Devices and Products Containing Same*, Inv. No. 337-TA-803, Order No. 40 at 6 (Apr. 18, 2012) (quoting *Certain Unified Communications Systems, Products Used with Such Systems, and Components Thereof*, Inv. No. 337-TA-598, Order No. 14 at 9-10 (Sept. 25, 2007)).

1. If Fish Is Disqualified, Credo Would Suffer Significantly More Prejudice Than Marvell

As an initial matter, if Fish is disqualified, Credo would suffer immense prejudice. Indeed, disqualifying Fish “in the middle of discovery . . . would substantially prejudice” Credo. *Certain Audio Processing Hardware, Software, and Products Containing the Same*, Inv. No. 337-TA-1026, Order No. 23 at 8 (Apr. 6, 2017). At this stage in the case, Fish has “developed substantial factual and legal expertise with respect to the issues in the[e] Investigation for which it [has been] retained.” *Certain Dynamic Random Access Memory and NAND Flash Memory Devices and Products Containing Same*, Inv. No. 337-TA-803, Order No. 40 at 9 (Apr. 18, 2012). Disqualification would be “significantly disruptive and prejudicial” to Credo because it “would likely require [Credo] to expend time and money in order for [Dowd or some other counsel] to duplicate much of the work.” *Id.*

As the ALJ is well aware, discovery in this Investigation has been ongoing for months. By the time briefing on this motion is complete, only seven weeks will remain before the close of fact

[REDACTED]
[REDACTED]

discovery. Credo, Respondents, and Staff have served and responded to numerous discovery requests. [REDACTED]. The parties have sought and received discovery from several third parties. Further, Credo intends to serve deposition notices this week seeking depositions starting early next month.

The time and expense necessary to duplicate the work performed by Fish at this late stage of the Investigation would severely prejudice Credo. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] (Dowd Decl. ¶ 3)—[REDACTED]
[REDACTED].

On the other hand, if Fish continues its representation of Credo, the prejudice to Marvell would be minimal. Marvell incorrectly argues that “Fish is working to undermine the value of the trademark work Marvell is paying Fish for.” Mot. at 34. As discussed above, Credo has not accused any Marvell product of infringement, and Fish has not taken a directly adverse position towards Marvell.¹⁶ And any potential economic loss Marvell may incur pales in comparison to

¹⁶ The only possible way direct adversity may exist in relation to this Investigation is if the Commission issues remedial orders, Marvell and Respondents collude to import chips and program them in an infringing manner to circumvent the Commission’s remedial orders, and Credo files a new proceeding to enforce the remedial orders. Credo and Fish have no expectation that this unlikely scenario occurs. Cordell Decl. ¶ 10. But if Marvell does so, it is possible that Credo would have recourse in relation to this Investigation—but of course Fish would not represent Credo in such an enforcement proceeding. *Id.*

[REDACTED]

[REDACTED]

the prejudice to Credo if deprived of its choice of counsel. Indeed, any potential economic impact on Marvell would be limited—it may lose an economic opportunity to sell a particular product (the specific retimers implemented in the Accused Products), to particular customers (the Respondents), who have programmed and configured those retimer parts in a particular (infringing) manner and built out the entirety of another particular product (the accused AECs), for importation into a particular country (the United States), for sale to particular customers (customers other than Amazon). Beyond that increasingly small Venn diagram of possible lost sales, Marvell is free to conduct any business it chooses with its component products. Marvell is free to sell its products to the rest of world, and even free to sell its products to the named Respondents for non-Accused Products. Any remedial orders issued by the Commission would have, at best, a negligible economic impact on Marvell.¹⁷

Moreover, Marvell’s argument that “any alleged prejudice to Fish and/or Credo was known to and assumed by them before the Investigation was instituted [REDACTED]

[REDACTED]” is false. Mot. at 35. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. It is black letter law that the Notice of the Investigation defines the scope of the investigation. *Certain Compact Fluorescent Reflector Lamps, Products Containing Same and Components Thereof*, Inv. No. 337-TA-872, Order No. 16 at 1–2 (May 1, 2013) (granting a motion to compel and finding that “discovery in this investigation is **not limited to only the specific products identified in the complaint**, but appropriately extends to encompass all [products within the scope of the notice of

¹⁷ Additionally, Marvell cites no authority to support its “forced waiver” argument. Mot. at 35.

[REDACTED]
[REDACTED]

investigation] imported into the United States, sold for importation into the United States, or sold in the United States after importation by the respondents”) (emphasis added); 19 CFR § 210.10(b). Here, the scope of the Investigation is clear: “active electrical cables, which are copper cables including high bandwidth connectors, high speed metal conductors, and digital signal support elements such as a digital signal processor (DSP) or retimer, and components thereof.” Notice of Institution of Investigation, EDIS Doc ID 848700 (Apr. 14, 2025). There is no carveout or exception for AECs implementing Marvell chips—all AECs as defined by the Commission that are imported by the Respondents are within the scope of the Investigation. Marvell [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] Ex. 17 at 3.

Marvell’s continued assertion that Credo’s amendment to the complaint to remove certain references to Marvell narrowed the scope of the Investigation is wrong. Mot. at 33. As explained above, Fish [REDACTED]
[REDACTED]. And Credo’s intent to simply withdraw public reference to Marvell is clear from its subsequent affirmative withdrawal of its *allegations* against Volex. Compare EDIS Doc ID 846150 (“Complainants *withdraw public Exhibits* 13, 23, 30, 51, 60, and 72. Complainants’ Amended Complaint identifies these exhibits as *withdrawn and removes all reference to them.*”) with EDIS Doc ID 848059 (“Complainants . . . hereby *withdraw all allegations* against proposed respondent Volex PLC”). Similarly, Credo expressly stated that “[t]he Accused Products do not include active electrical cables and components thereof imported for use by Amazon . . . or its affiliates.” Orig.

[REDACTED]

Compl., EDIS Doc ID 845760, ¶ 19. Even though such articles fall within the scope of the Investigation and would otherwise be Accused Products, Credo affirmatively disclaimed any request for a remedial order covering these articles. If Credo meant to similarly disclaim a request for a remedial order with respect to AECs implementing Marvell chips, Credo and Fish knew precisely how to do so.

While Marvell claims that its “[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Ex. 10 at 2 (emphasis added). Fish and Credo’s amendments—made as a courtesy—did not narrow the scope of the Investigation [REDACTED].¹⁸ Moreover, Marvell’s counsel are seasoned lawyers with deep ITC experience. Cordell Decl. ¶ 6. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

Marvell cannot use its change of heart at this late stage of the Investigation to manufacture surprise and prejudice where there is none.¹⁹ Ex. 13. While Marvell claims that its “request for

¹⁸ Additionally, Credo has not, and has no intention to, “seek adjudication” of Marvell chips. See Notice of Institution of Investigation, EDIS Doc ID 848700 at 2 n.1 (Apr. 14, 2025).

¹⁹ While Marvell claims that it first learned Credo’s position that AECs implementing Marvell chips were still within the scope of the investigation in mid-June, Mot. at 8-9, the evidence suggests otherwise. Marvell apparently had access to, and attached to its Motion, a May 2 letter sent from Molex to Credo. Ex. 15. It seems likely that Marvell, Molex’s chip supplier, encouraged Molex to send that letter. Shortly after receiving the letter, on May 14, Credo responded, confirming that

[REDACTED]

[REDACTED]

disqualification is not being used as a tactical device or a means of harassment” (Mot. at 38), it has undeniably slowed the pace of this Investigation despite knowing since March 13 that AECs implementing its chips are at issue. *See Baseband Processor Chips*, Order No. 29 at 16 (denying motion to disqualify where movant “waited months to move to disqualify”). Motivations are always hard to discern, but this Motion may have been filed at the behest of Respondents to slow and disrupt discovery. For approximately two months, Credo and Fish have tried to obtain critical discovery from Respondents regarding AEC’s including those containing Marvell parts. Respondents have withheld Marvell documents and source code in Respondents’ own files at Marvell’s insistence. Fish has attempted to work with Marvell and Respondents to find middle ground. It [REDACTED]

[REDACTED]. Marvell’s arguments against Fish, including the filing of this Motion, have served to stymie Credo’s discovery efforts, and have frustrated Credo’s ability to develop its infringement against a subset of the accused AECs, *i.e.*, those implementing Marvell chips. Marvell and Respondents cannot be allowed to derail this Investigation.

2. There Is Nothing Egregious About Fish’s Conduct

Nothing has “tainted” this Investigation. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Marvell’s chips are within the scope of the Investigation. Ex. 16. Despite knowing since March, or at least since mid-May, Marvell still waited until July to file this Motion.

[REDACTED]²⁰ Nor has any Fish attorney participating in this Investigation reviewed or had access to such information. Cordell Decl. ¶ 9. Additionally, Credo engaged subpoena counsel because Fish understands its ethical obligations and it knows that seeking discovery from a client could create direct adversity. Indeed, ALJ Rogers has found that when a law firm affirmatively represents that it will not seek third party discovery from a client, there is no direct adversity. *Certain Portable Communication Devices*, Inv. No. 337-TA-827, Order No. 7 at 13-14 (Feb. 13, 2012) (“Pepper Hamilton shall have no involvement in any Google third party discovery in this investigation. This prevents any potential direct adversity from arising.”). Fish had no role in serving the subpoena on Marvell or attempting to acquire any information. Dowd Decl. ¶¶ 3, 5–6. To the extent Fish has any information that it could use against Marvell, it cannot do so because of this arrangement.

Marvell further argues that “the infringement allegations and remedial orders that Fish seeks on behalf of Credo in this Investigations directly undermines the significant trademark work the Fish has performed and continues to perform on Marvell’s behalf over the very same products.” Mot. at 34. But as [REDACTED], the remedial orders Credo seeks would have, at most, a minor economic impact on Marvell, and Respondents infringe because of *how* they configure Marvell chips. Fish is doing nothing to undermine Marvell.²¹

²⁰ Marvell further argues that Fish attorneys [REDACTED]
[REDACTED]
[REDACTED]. Moreover, Marvell fails to explain [REDACTED]
[REDACTED].

²¹ Marvell’s further argument that Fish’s “ethical violations reflect poorly on the profession” is simply a regurgitation of the incorrect arguments it made regarding the alleged ethical violations

[REDACTED]
[REDACTED]

Marvell's arguments [REDACTED]. Mot. at 33, 39. As ALJs have repeatedly found, implementing an ethical screen avoids a conflict of interest. *Certain Audio Processing Hardware, Software, and Products Containing the Same*, Inv. No. 337-TA-1026, Order No. 23 at 8 (Apr. 6, 2017) (“Maintaining a screen between Mr. Jakimo and the Sidley Austin attorneys representing Apple in this investigation will prevent any potential future prejudice.”); *Certain Dynamic Random Access Memory and NAND Flash Memory Devices and Products Containing Same*, Inv. No. 337-TA-803, Order No. 40 at 8 (Apr. 18, 2012) (finding that “any potential prejudice caused by AMS’s previous representation of Hynix will be mitigated by the ethical screen implemented”). [REDACTED]

[REDACTED]

[REDACTED]. Ex. I. And as noted above, [REDACTED]

[REDACTED]. Cordell Decl. ¶ 9.

V. CONCLUSION

For the reasons above, Credo and Fish & Richardson P.C. request that the ALJ deny Non-Party Marvell’s Motion.²²

in the first instance. Mot. at 36–38. For the reasons provided above, there are no violations, and Fish has done nothing to “diminish[] the public’s confidence in the integrity of the bar.” *Id.* at 37.

²² For all the reasons provided above, Fish has not violated any Model Rule and even if it had, it should not be disqualified because of the severe prejudice that would cause to Credo. However, if the Court still determines that Fish should be disqualified, such disqualification should be limited to only issues pertaining to Marvell. As discussed above, there are classes of Accused Products that do not implement Marvell’s chips, and Fish has been Credo’s primary counsel with respect to nearly every other issue in this Investigation, including validity, domestic industry, public interest, and remedy. Outright disqualification would cripple Credo’s ability to prosecute its case and provide the Commission with a full record.

Dated: July 21, 2025

Respectfully submitted:

/s/ Richard A. Sterba

Ruffin B. Cordell

Richard A. Sterba

Brian J. Livedalen

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JTMoran@fr.com

*Counsel for Complainants Credo
Semiconductor Inc. and Credo
Technology Group Ltd.*

CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of the foregoing document:

**COMPLAINANTS' OPPOSITION TO NON-PARTY MARVELL
SEMICONDUCTOR, INC.'S MOTION TO DISQUALIFY
FISH & RICHARDSON P.C.**

have been filed and served on this 21st day of July 2025, on the following:

The Honorable Lisa R. Barton Secretary to the Commission U.S. International Trade Commission 500 E Street, S.W., Room 112 Washington, D.C. 20436	☐ Via First Class Mail ☐ Via Hand Delivery ☐ Via Federal Express ☒ Via Electronic Filing
The Honorable Cameron R. Elliot Administrative Law Judge U.S. International Trade Commission 500 E Street, SW, Room 317 Washington, D.C. 20436 Michael.Turner@usitc.gov	☐ Via First Class Mail ☐ Via Hand Delivery ☐ Via Federal Express ☒ Via Electronic Filing
Steve Shahida, Esq. Office of Unfair Import Investigations U.S. INTERNATIONAL TRADE COMMISSION 500 E Street, S.W. Washington, D.C. 20436 Khashayar.Shahida@usitc.gov	☐ Via First Class Mail ☐ Via Hand Delivery ☐ Via Federal Express ☒ Via Electronic Filing
Paul F. Brinkman, P.C. KIRKLAND & ELLIS LLP 1301 Pennsylvania Avenue, N.W. Washington, DC 20004 Telephone: (202) 389-5000 Facsimile: (202) 389-5200 KE-TE-ITC@kirkland.com <i>Counsel for Respondent TE Connectivity Corporation</i>	☐ Via First Class Mail ☐ Via Hand Delivery ☐ Via Federal Express ☒ Via Electronic Mail
Thomas E. Garten COVINGTON & BURLING LLP One CityCenter 850 Tenth Street, NW Washington, DC 20001 Telephone: +1 202-662-6000 Email: Amphenol-COV-337@cov.com <i>Counsel for Respondent Amphenol Corporation</i>	☐ Via First Class Mail ☐ Via Hand Delivery ☐ Via Federal Express ☒ Via Electronic Mail

Adam D. Swain ALSTON & BIRD LLP 950 F Street NW Washington, DC 20004 Telephone: (202) 239-3300 Facsimile: (202) 239-3333 Adam.Swain@alston.com Email: MolexCredoITC@alston.com . <i>Counsel for Respondent Molex, LLC</i>	☐ Via First Class Mail ☐ Via Hand Delivery ☐ Via Federal Express ☒ Via Electronic Mail
--	--

/s/ Tracy Haynes
Tracy Haynes

CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of the foregoing document:

**PUBLIC VERSION OF COMPLAINANTS' OPPOSITION TO
NON-PARTY MARVELL SEMICONDUCTOR, INC.'S MOTION
TO DISQUALIFY FISH & RICHARDSON P.C.**

have been filed and served on this 28th day of July 2025, on the following:

The Honorable Lisa R. Barton Secretary to the Commission U.S. International Trade Commission 500 E Street, S.W., Room 112 Washington, D.C. 20436	☐ Via First Class Mail ☐ Via Hand Delivery ☐ Via Federal Express ☒ Via Electronic Filing
The Honorable Cameron R. Elliot Administrative Law Judge U.S. International Trade Commission 500 E Street, SW, Room 317 Washington, D.C. 20436 Michael.Turner@usitc.gov	☐ Via First Class Mail ☐ Via Hand Delivery ☐ Via Federal Express ☒ Via Electronic Filing
Steve Shahida, Esq. Office of Unfair Import Investigations U.S. INTERNATIONAL TRADE COMMISSION 500 E Street, S.W. Washington, D.C. 20436 Khashayar.Shahida@usitc.gov	☐ Via First Class Mail ☐ Via Hand Delivery ☐ Via Federal Express ☒ Via Electronic Filing
Paul F. Brinkman, P.C. KIRKLAND & ELLIS LLP 1301 Pennsylvania Avenue, N.W. Washington, DC 20004 Telephone: (202) 389-5000 Facsimile: (202) 389-5200 KE-TE-ITC@kirkland.com <i>Counsel for Respondent TE Connectivity Corporation</i>	☐ Via First Class Mail ☐ Via Hand Delivery ☐ Via Federal Express ☒ Via Electronic Mail
Thomas E. Garten COVINGTON & BURLING LLP One CityCenter 850 Tenth Street, NW Washington, DC 20001 Telephone: +1 202-662-6000 Email: Amphenol-COV-337@cov.com <i>Counsel for Respondent Amphenol Corporation</i>	☐ Via First Class Mail ☐ Via Hand Delivery ☐ Via Federal Express ☒ Via Electronic Mail

Adam D. Swain ALSTON & BIRD LLP 950 F Street NW Washington, DC 20004 Telephone: (202) 239-3300 Facsimile: (202) 239-3333 Adam.Swain@alston.com Email: MolexCredoITC@alston.com . <i>Counsel for Respondent Molex, LLC</i>	☐ Via First Class Mail ☐ Via Hand Delivery ☐ Via Federal Express ☒ Via Electronic Mail
--	--

/s/ Tracy Haynes
Tracy Haynes

UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.

Before The Honorable Cameron Elliot
Administrative Law Judge

In the Matter of

CERTAIN ACTIVE ELECTRICAL
CABLES AND COMPONENTS
THEREOF

Investigation No. 337-TA-1446

DECLARATION OF JOHN C. ADKISSON IN SUPPORT OF COMPLAINANTS' AND
FISH & RICHARDSON P.C.'S OPPOSITION TO NON-PARTY MARVELL
SEMICONDUCTOR, INC.'S MOTION FOR DISQUALIFICATION

1. My name is John C. Adkisson and I am the President and Chief Executive Officer, and a principal, at Fish & Richardson P.C. ("Fish & Richardson"). I am over eighteen (18) years old and have personal knowledge of the following matters and am competent to testify regarding the matters contained herein.

2. On March 17, 2025, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. During the call, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. After the meeting, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. I declare under penalty of perjury of the laws of the United States of America that the foregoing is true and correct.

July 21, 2025

/s/ John C. Adkisson
John C. Adkisson

PUBLIC VERSION

**UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.**

**Before The Honorable Cameron Elliot
Administrative Law Judge**

In the Matter of

**CERTAIN ACTIVE ELECTRICAL
CABLES AND COMPONENTS
THEREOF**

Investigation No. 337-TA-1446

**DECLARATION OF DON BARNETSON IN SUPPORT OF COMPLAINANTS' AND
FISH & RICHARDSON P.C.'S OPPOSITION TO NON-PARTY MARVELL
SEMICONDUCTOR, INC.'S MOTION FOR DISQUALIFICATION**

1. My name is Don Barnetson and I am the Senior Vice President of Product for Credo Semiconductor, Inc. ("Credo"). I am over eighteen (18) years old and have personal knowledge of the following matters and am competent to testify regarding the matters contained herein.

2. Credo is a leading supplier of active electrical cables ("AECs"). As the Senior Vice President of Product for Credo, I am familiar with the structure and operation of AECs.

3. AECs have high quality, higher gauge (lower thickness) copper conductors when compared to passive direct attach copper ("DACs") cables. These conductors are precisely fabricated and laid out to reduce interference and losses. The cable is sheathed with an electro-magnetic interference ("EMI") boundary to reduce interference from outside sources and a robust final sheathing to protect the assembly.

4. The AECs further include specialized connectors on opposite ends of the cable for connecting to host devices, for example, servers or switches on each end. [REDACTED]

[REDACTED]

[REDACTED]

PUBLIC VERSION

5.

[REDACTED]

6. AEC technology is unique because the data must be sent long distances (*e.g.*, multiple feet) at incredibly fast rates to facilitate data transmission between two hosts. In contrast, intra-system data transfers on a computer or smartphone, *e.g.*, data transfers on a trace between memory and a CPU, are orders of magnitudes smaller distances. In addition, retimers do not i) manage access to and communication with memory, ii) perform read or write requests, or iii) perform memory refreshes like a memory controller. Retimers move a stream of bits from one end of the cable to the other without deciphering the purpose or meaning of those bits.

7. I declare under penalty of perjury of the laws of the United States of America that the foregoing is true and correct.

July 20, 2025

Signed by:

 1F1D83BF3AB64BF...
 Don Barnetson

UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.

Before The Honorable Cameron Elliot
Administrative Law Judge

In the Matter of

CERTAIN ACTIVE ELECTRICAL
CABLES AND COMPONENTS
THEREOF

Investigation No. 337-TA-1446

DECLARATION OF RUFFIN B. CORDELL IN SUPPORT OF COMPLAINANTS' AND
FISH & RICHARDSON P.C.'S OPPOSITION TO NON-PARTY MARVELL
SEMICONDUCTOR, INC.'S MOTION FOR DISQUALIFICATION

1. My name is Ruffin B. Cordell and I am a principal at Fish & Richardson P.C. ("Fish & Richardson"). I am over eighteen (18) years old and have personal knowledge of the following matters and am competent to testify regarding the matters contained herein.

2. On March 13, 2025, my firm, Fish & Richardson, filed an initial complaint in this Investigation ("the Complaint") on behalf of Credo Technology Group Ltd. and Credo Semiconductor Inc. ("Credo").

3. Later that day, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. At 9:00 pm Eastern Time, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. On March 17, 2025, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7. After the meeting, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8. [REDACTED] Credo filed its first amended complaint on March 18, 2025, removing exhibits and citations to publicly available Marvell documents.

9. I have reviewed Marvell's motion for disqualification where Marvell asserts [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10. On July 7, 2025, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11. I declare under penalty of perjury of the laws of the United States of America that the foregoing is true and correct.

Dated: July 21, 2025

/s/ Ruffin B. Cordell
Ruffin B. Cordell

UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.

Before The Honorable Cameron Elliot
Administrative Law Judge

In the Matter of

**CERTAIN ACTIVE ELECTRICAL
CABLES AND COMPONENTS
THEREOF**

Investigation No. 337-TA-1446

**DECLARATION OF MATTHEW J. DOWD IN SUPPORT OF COMPLAINANTS' AND
FISH & RICHARDSON P.C.'S OPPOSITION TO NON-PARTY MARVELL
SEMICONDUCTOR, INC.'S MOTION FOR DISQUALIFICATION**

1. My name is Matthew J. Dowd, and I am the founder and managing partner of Dowd Scheffel PLLC ("Dowd Scheffel"). I am over eighteen (18) years old and have personal knowledge of the following matters and am competent to testify regarding the matters contained herein.

2. I provide this declaration to provide facts that may be relevant to the consideration of Marvell Semiconductor, Inc.'s ("Marvell") Motion for Disqualification, filed on July 10, 2025. I provide this declaration without waiving the protection of any privileged matters or information.

3. Dowd Scheffel is a small boutique firm located in Washington, D.C., and we focus on contested legal matters, in particular intellectual property disputes. I am a former clerk for the Honorable Paul R. Michel (former Chief Judge of the U.S. Court of Appeals for the Federal Circuit). My partner Robert J. Scheffel is a former clerk for the Honorable Arthur J. Gajarsa (former Circuit Judge of the U.S. Court of Appeals for the Federal Circuit). We currently have four attorneys and one legal assistant, and we have experience in a number of areas, including Section 337 matters at the U.S. International Trade Commission.

4. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] On June 10, 2025, we submitted (via email) the application for the subpoena to the ALJ. On June 11, 2025, we received the signed subpoena from ALJ Cameron R. Elliot. The same day, my colleagues Robert Scheffel and Elliot Gee arranged for service of the subpoena by overnight delivery. Based on tracking information, the subpoena was delivered to Marvell on June 12, 2025.

6. We did not share a draft of the subpoena (including the Requests for Production) with Fish & Richardson before submitting the application to ALJ Elliot. Fish & Richardson did not participate in the service of the subpoena, as my firm arranged for service of the subpoena to Marvell's certified agent. Fish & Richardson first received the subpoena from us on June 11, 2025 when Mr. Scheffel sent a service copy of the subpoena by email to the parties. Fish & Richardson had no role in drafting or serving the subpoena.

7. On June 16, 2025, we (Robert Scheffel, Elliot Gee, and I) were contacted via email by Marvell outside counsel Harper Batts of Sheppard Mullin, and he requested a one-week extension of time to respond to the subpoena. Mr. Scheffel responded by email, indicating that we agreed to the extension. Thus, Marvell's response to the subpoena was now due on June 30, 2025 (extended

from June 23).

8. On Monday, June 30, 2025, we did not receive any response from Marvell. Because we had not received a response, my Dowd Scheffel colleagues and I prepared a letter, noting Marvell's apparent failure to respond to the subpoena. On July 3, 2025, Mr. Scheffel served the letter on Marvell counsel Mr. Batts. That day, Mr. Batts responded and indicated that Marvell had already served its response and objections to the subpoena, but it turned out that Mr. Batts served the response on Fish & Richardson, rather than serving my firm, even though it was clear from the subpoena and Mr. Batts's previous email that any responses should have been served on Dowd Scheffel. That same day, Mr. Batts also forwarded to us his email to Fish & Richardson with Marvell's responses and objections attached. In view of that new information, I sent a follow-up letter in which we again noted that "Dowd Scheffel is counsel for Credo concerning the Marvell subpoena," as Mr. Batts was aware. We also noted Marvell's objection to Fish & Richardson's representation of Credo in this Investigation and thus asked that we be included "on all communications regarding those issues as well."

9. Since that time, my Dowd Scheffel colleagues and I have continued to work to resolve the discovery dispute with Marvell concerning the subpoena. Specifically, on July 9, 2025, we sent a detailed letter to Mr. Batts concerning the deficiencies with Marvell's objections. On July 18, 2025, we sent another detailed letter (addressing Marvell's response letter of July 14) in which we reiterated our position (from July 3) that "Credo agreed not to disclose or share any Marvell Confidential Business Information to Fish & Richardson until the disqualification dispute is resolved by the parties." Thus, despite my firm's offer from July 3, 2025, to not disclose certain responsive discovery to Fish & Richardson, Marvell's counsel has not to date explained why our offer does not moot Marvell's objection.

PUBLIC VERSION

10. As with the subpoena served on Marvell, no drafts of the correspondence sent to Marvell's counsel were shared with Fish & Richardson.

I declare under penalty of perjury of the laws of the United States of America that the foregoing is true and correct.

July 21, 2025

/s/ Matthew J. Dowd
Matthew J. Dowd

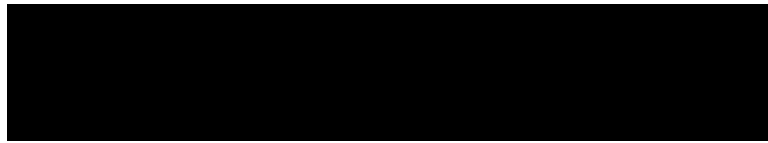


EXHIBIT A

REDACTED IN ITS ENTIRETY



EXHIBIT B

REDACTED IN ITS ENTIRETY



EXHIBIT C

REDACTED IN ITS ENTIRETY



EXHIBIT D

REDACTED IN ITS ENTIRETY



EXHIBIT E

REDACTED IN ITS ENTIRETY



EXHIBIT F

REDACTED IN ITS ENTIRETY



EXHIBIT I

REDACTED IN ITS ENTIRETY



EXHIBIT J

REDACTED IN ITS ENTIRETY



EXHIBIT M

REDACTED IN ITS ENTIRETY



EXHIBIT N

REDACTED IN ITS ENTIRETY