

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE CHINA MOBILE GAMES &
ENTERTAINMENT GROUP, LTD
SECURITIES LITIGATION

This Document Relates To: All Actions

CASE NO. 1:14-CV-04471 (KMW)

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement dated May 22, 2017 (the “Stipulation” or the “Settlement Agreement”), submitted pursuant to Rule 23 of the Federal Rules of Civil Procedure and Rule 408 of the Federal Rules of Evidence, embodies a settlement (the “Settlement”) made and entered into by and among the following Settling Parties: (i) Lead Plaintiff Johnnie Dormier and named plaintiffs Edward McCaffery, and Charlie Chun (collectively, “Plaintiffs”), on behalf of themselves and each of the members of the Class, as defined in ¶¶1.5, 1.7, *infra*, on the one hand, and (ii) defendants China Mobile Games & Entertainment Group Limited (“CMGE” or the “Company”), Ken Jian Xiao, Ken Fei Fu Chang, and Shuling Ying (collectively, the “CMGE Defendants”), and defendants Credit Suisse Securities (USA) LLC, Barclays Capital Inc., Jefferies LLC, Nomura Securities International, Inc., and Brean Capital, LLC¹ (collectively, the “Underwriter Defendants,” and together with the CMGE Defendants, the “Defendants”) on the other hand, by and through their respective counsel of record in the above-captioned consolidated litigation pending in the United States District Court for the Southern District of New York (the “Action”). The Stipulation is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims, upon and subject to the terms and conditions hereof and subject to the approval of the Court. Throughout this Stipulation, all capitalized terms used, but not immediately defined, have the meanings given to them in Section IV.1, *infra*.

I. THE LITIGATION

This case is currently pending before the Honorable Kimba M. Wood in the United States District Court for the Southern District of New York (the “Court”) and was brought on behalf of

¹ Brean Capital, LLC was named as an underwriter defendant in, but not served with, the complaints. Brean Capital, LLC hereby reserves and does not waive any rights based on the fact that it has not been served in this litigation, including but not limited to all rights to contest that it is a defendant in the action and all defenses including but not limited to those based on service of process and/or based on statutes of limitation and/or repose.

the Class (to be certified for settlement purposes) of all persons who purchased or otherwise acquired publicly traded CMGE American Depositary Shares (“ADS”) between April 26, 2013 and January 14, 2015, both dates inclusive (the “Class Period”), including those investors who purchased ADS pursuant to CMGE’s Secondary Offering for CMGE ADS at \$24.00 per ADS, which offering closed on or about March 26, 2014 (the “Secondary Offering”), pursuing remedies under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the “Exchange Act”) and Sections 11, 12, and 15 of the Securities Act of 1933 (the “Securities Act”).

On June 20, 2014, Darryl Reitan filed a securities class action complaint in the United States District Court for the Southern District of New York (“S.D.N.Y.”), captioned *Reitan v. China Mobile Games & Entertainment Group, LTD*, Case No. 14-cv-04471. A second action, captioned *Chang v. China Mobile Games & Entertainment Group, Ltd., et al.*, No. 14-cv-04745, was filed in S.D.N.Y. on June 26, 2014. On November 20, 2014, the Court consolidated the two actions and re-captioned the Action as *In re China Mobile Games & Entertainment Group, Ltd Securities Litigation*, appointed Miran Segregated Portfolio Company – Miran Long Short Equity Segregated Portfolio (“Miran”) as lead plaintiff, and appointed Faruqi & Faruqi LLP as lead counsel.

On February 2, 2015, Miran and plaintiff Chun filed a Consolidated Securities Class Action Complaint (“Consolidated Complaint”), asserting claims against the CMGE Defendants under Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder, against the Individual Defendants under Section 20(a) of the Exchange Act, and against all Defendants (except Ying) under Sections 11 and 15 of the Securities Act. Among other things, the Consolidated Complaint alleged that during the Class Period, Defendants made false and materially misleading statements regarding undisclosed related-party transactions with Shenzhen

Zhongzheng Ruanyin Science & Technology Co., Ltd. (“Zhongzheng”) and CMGE’s alleged acts of bribery to curry favor with key distributors. The Consolidated Complaint also alleged Defendants made false and misleading statements in the Secondary Offering documents disseminated in connection with CMGE’s public offering held on or about March 26, 2014. From the outset of the litigation, Defendants have consistently maintained that they never made any statement to the market that was or that they believed was false or misleading, nor did they ever direct anyone to make public statements that were or that they believed were false and misleading. Defendants believed at the time and still believe that, during the Class Period and at all other times, CMGE’s public statements were truthful, accurate and not misleading. Defendants denied all of these allegations and filed a motion to dismiss the Consolidated Complaint on March 19, 2015, and on March 7, 2016, the Court granted Defendants’ motion, dismissing all claims with leave to amend.

On April 5, 2016, Miran notified the Court that it did not wish to prosecute this action further, and on June 8, 2016, the Court appointed Johnnie Dormier as the new lead plaintiff, and the firm Glancy Prongay & Murray LLP as the new lead counsel. Plaintiffs filed the Second Consolidated Amended Securities Class Action Complaint (“SAC”) on July 18, 2016, which included facts based on their further investigation of the alleged wrongdoing and an additional claim under Section 12 of the Securities Act. Defendants filed a motion to dismiss the SAC on September 2, 2016, arguing that the SAC, like the Consolidated Complaint, failed to state a claim for relief. Plaintiffs filed their opposition on October 17, 2016, and Defendants filed their reply on November 7, 2016.

While Defendants’ Motion to Dismiss was still pending before the Court, the Settling Parties participated in a full-day mediation session with a well-respected mediator from JAMS,

Jed Melnick, Esq., who has extensive experience mediating complex class action cases such as this Action. The Settling Parties ultimately agreed to settle the Action based upon a Mediator's Proposal issued by Mr. Melnick. On March 23, 2017, the Settling Parties informed the Court that they had agreed to a comprehensive resolution of all claims in this Action.

II. CLAIMS OF PLAINTIFFS AND BENEFITS OF SETTLEMENT

Plaintiffs believe that the claims asserted in the Action have merit and that the evidence developed to date supports the claims. However, Plaintiffs and Lead Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against Defendants through trial, post-trial motions, and appeals. Plaintiffs and Lead Counsel also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as the Action, as well as the difficulties and delays inherent in such litigation. Plaintiffs and Lead Counsel also are mindful of the inherent problems of proof under and possible defenses to the securities law violations asserted in the Action. Plaintiffs and Lead Counsel believe that the Settlement set forth in the Stipulation confers substantial benefits upon the Class. Based on their evaluation, Plaintiffs and Lead Counsel have determined that the Settlement set forth in the Stipulation is in the best interests of Plaintiffs and the Class.

III. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

Defendants have denied and continue to deny that they have violated the federal securities laws or any laws and maintain that their conduct was at all times proper and in compliance with all applicable provisions of law. Defendants have denied and continue to deny specifically each and all of the claims and contentions alleged in the Action, along with all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Defendants also have denied and continue to deny, *inter alia*, the allegations that any of the Defendants made,

knowingly or otherwise, any material misstatements or omissions; that any member of the Class has suffered any damages; that the price of CMGE common stock was artificially inflated by reason of the alleged misrepresentations, omissions, or otherwise; or that the members of the Class were harmed by the conduct alleged in the Action or that could have been alleged as part of the Action. In addition, the Defendants maintain that they have meritorious defenses to all claims alleged in the Action.

Nonetheless, taking into account the uncertainty, risks, and costs inherent in any litigation, especially in complex cases such as this Action, Defendants have concluded that further conduct of the Action could be protracted and distracting. Defendants have, therefore, determined that it is desirable and beneficial to them that the Action be settled in the manner and upon the terms and conditions set forth in this Stipulation. As set forth in ¶9.4 below, this Stipulation shall in no event be construed as or deemed to be evidence of an admission or concession by Defendants or any of the Released Persons with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

IV. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs (for themselves and the members of the Class), on the one hand, and Defendants, on the other hand, by and through their respective counsel of record, that, subject to the approval of the Court, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the parties from the Settlement set forth herein, the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, as to Plaintiffs and the Defendants, upon and subject to the terms and conditions of the Stipulation, as follows.

1. Definitions

As used in the Stipulation and any exhibits attached hereto and made a part hereof, the following capitalized terms shall have the meanings specified below:

1.1 “Action” means the consolidated securities class action in the matter styled *In re China Mobile Games & Entertainment Group, Ltd Securities Litigation*, Case No. 1:14-cv-04471-KMW, and includes all actions consolidated therein.

1.2 “Authorized Claimant” means any member of the Class who submits a valid Proof of Claim and Release (“Proof of Claim”) form to the Claims Administrator that is approved by the Court for payment from the Net Settlement Fund.

1.3 “Claimant” means a Person who submits a Proof of Claim form to the Claims Administrator seeking to be eligible to share in the proceeds of the Settlement Fund.

1.4 “Claims Administrator” means the firm of Strategic Claims Services, which shall administer the Settlement.

1.5 “Class” means all Persons who purchased or otherwise acquired publicly traded CMGE ADS between April 26, 2013 and January 14, 2015, both dates inclusive, including those investors who purchased ADS pursuant to CMGE’s Secondary Offering, and who were damaged by Defendants’ alleged violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and/or Sections 11, 12, and 15 of the Securities Act of 1933. Excluded from the Class are Defendants, the officers and directors of the Company, at all relevant times, members of their immediate families and their legal representatives, heirs, successors or assigns, any entity in which a Defendant has or had a controlling interest, Zhongzheng, Juan Du, and Chenghai Dan. The Underwriter Defendants or any entity in which any of the Underwriter Defendants has or had a controlling interest (for purposes of this paragraph, together an “Underwriter Defendant-Controlled Entity”) are excluded from the Class only to the extent that such Underwriter

Defendant-Controlled Entity itself purchased a proprietary (*i.e.* for its own account) interest in CMGE ADS. To the extent that an Underwriter Defendant-Controlled Entity purchased CMGE ADS in a fiduciary capacity or otherwise on behalf of any third-party client, account, fund, trust, or employee benefit plan that otherwise falls within the Class, neither such Underwriter Defendant-Controlled Entity nor the third-party client, account, fund, trust, or employee benefit plan shall be excluded from the Class with respect to such CMGE ADS. Also excluded from the Class are any Persons who exclude themselves by submitting a request for exclusion that is accepted by the Court.

1.6 “Class Distribution Order” means an order entered by the Court authorizing and directing that the Net Settlement Fund be distributed, in whole or in part, to Authorized Claimants.

1.7 “Class Member” means a Person who falls within the definition of the Class as set forth in ¶1.5 of this Stipulation.

1.8 “Class Period” means the period from April 26, 2013 through January 14, 2015, both dates inclusive.

1.9 “CMGE Defendants” means defendants China Mobile Games & Entertainment Group Limited, Ken Jian Xiao, Ken Fei Fu Chang, and Shuling Ying.

1.10 “Defendants” means the CMGE Defendants and the Underwriter Defendants.

1.11 “Defendants’ Related Persons” means, with respect to the Defendants, each and all of their respective present or former parents, subsidiaries, affiliates, successors and assigns, and each and all of their respective present or former officers, directors, employees, employers, attorneys, accountants, financial advisors, commercial bank lenders, insurers, reinsurers, investment bankers, representatives, general and limited partners and partnerships, heirs,

executors, administrators, successors, affiliates, agents, spouses, associates, and assigns of each of them or any trust of which any Defendant and/or Defendants' Related Persons is the settlor or which is for the benefit of any Defendant and/or Defendants' Related Persons and/or member(s) of his or her family and any entity in which any such Defendant and/or Defendants' Related Persons has a controlling interest.

1.12 "Effective Date" means the first date by which all of the events and conditions specified in ¶8.1 of the Stipulation have been met and have occurred.

1.13 "Escrow Account" means an interest-bearing escrow account established by the Escrow Agent or their appointed agent. The Escrow Account shall be managed by the Escrow Agent, subject to the Court's supervisory authority, for the benefit of Plaintiffs and the Class in accordance with the terms of the Stipulation.

1.14 "Escrow Agent" means Glancy Prongay & Murray LLP, which shall manage the Escrow Account.

1.15 "Final" with respect to the Judgment approving the Settlement, or any other court order, means: (i) if no appeal is filed, (a) the expiration date of the time to file a motion to alter or amend the Judgment under Federal Rule of Civil Procedure 59(e) has passed without any such motion having been filed, or (b) the expiration date of the time to provide for filing or noticing any appeal under the Federal Rules of Appellate Procedure, *i.e.*, thirty (30) days after entry of the judgment or order; or (ii) if there is an appeal from the judgment or order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise, or (b) the date the judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of review, and, if certiorari or other form of review is granted, the date of final

affirmance following review pursuant to that grant. But any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to (i) attorneys' fees, costs or expenses, or (ii) the plan of allocation of Settlement proceeds (as submitted or subsequently modified), shall not in any way delay or preclude a judgment from becoming Final.

1.16 "Internet Long Form Notice" means the Notice of (I) Pendency and Proposed Settlement of Class Action; (II) Settlement Fairness Hearing; and (III) Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses, which shall be made available online to members of the Class at a later date, substantially in the form attached as Exhibit A-1 hereto.

1.17 "Judgment" means the judgment and order of dismissal with prejudice to be rendered by the Court upon approval of the Settlement, substantially in the form attached hereto as Exhibit B.

1.18 "Lead Counsel" means the law firm of Glancy Prongay & Murray LLP or its successor(s)-in-interest.

1.19 "Lead Plaintiff" means Johnnie Dormier.

1.20 "Net Settlement Fund" means the portion of the Settlement Fund that shall be distributed to Authorized Claimants as allowed by the Stipulation, the Plan of Allocation, or the Court, less (i) any Court awarded attorneys' fees, costs, and expenses; (ii) Notice and Administration costs; (iii) Taxes; and (iv) other Court-approved deductions as set forth in ¶6.4 of this Stipulation.

1.21 "Notices" means the Internet Long Form Notice, Summary Notice, and Postcard Notice, collectively.

1.22 “Notice and Administration Costs” means the costs, fees, and expenses that are incurred by the Claims Administrator and/or Lead Counsel in connection with: (i) providing notice to the Class; and (ii) administering the Settlement, including but not limited to the Claims process, as well as the costs, fees, and expenses incurred in connection with the Escrow Account.

1.23 “Person(s)” means an individual, corporation, partnership, limited partnership, association, joint stock company, joint venture, limited liability company, professional corporation, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any other type of business or legal entity and his, her or its spouses, heirs, predecessors, successors, representatives, or assignees.

1.24 “Plaintiffs” means Lead Plaintiff Johnnie Dormier and named plaintiffs Edward McCaffery and Charlie Chun.

1.25 “Plaintiffs’ Counsel” means Lead Counsel and all other legal counsel who, at the direction and under the supervision of Lead Counsel, performed services on behalf of the Class in the Action.

1.26 “Plaintiffs’ Related Persons” means Plaintiffs, all other plaintiffs in the Action, their respective attorneys, and all other Class Members, and their respective current and former officers, directors, agents, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, employees, and attorneys, in their capacities as such.

1.27 “Plan of Allocation” means the proposed plan or formula of allocation of the Net Settlement Fund whereby the Settlement Fund shall be distributed to Authorized Claimants after payment of Notice and Administration Costs, Taxes, and such attorneys’ fees, costs, expenses, and interest and other expenses as may be awarded by the Court. The Plan of Allocation is not

part of the Stipulation and the Released Persons shall have no responsibility or liability with respect to the Plan of Allocation.

1.28 “Postcard Notice” means the notice of the proposed Settlement, which shall be mailed to members of the Class who can be identified with reasonable effort at a later date, substantially in the form attached as Exhibit A-4 hereto.

1.29 “Related Persons” means each and any of the Defendants’ Related Persons and each and any of the Plaintiffs’ Related Persons.

1.30 “Released Claims” means all Released Defendants’ Claims and all Released Plaintiffs’ Claims.

1.31 “Released Defendants’ Claims” means any and all claims and causes of action of every nature and description, whether known claims or Unknown Claims (as defined in ¶1.41 hereof), whether arising under federal, state, common, or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action against the Defendants. Released Defendants’ Claims do not include: (i) any claims relating to the enforcement of the Settlement; and (ii) any claims against any Person who submits a request for exclusion from the Class that is accepted by the Court.

1.32 “Released Persons” means each and all of Defendants and each and all of Defendants’ Related Persons.

1.33 “Released Plaintiffs’ Claims” means any and all claims and causes of action of every nature and description, whether known claims or Unknown Claims (as defined in ¶1.41 hereof), whether arising under federal, state, common, or foreign law, that Plaintiffs or any other Member of the Class: (i) asserted in the Consolidated Complaint or the SAC; or (ii) could have asserted in any forum that arise out of, relate to, or are based upon the allegations, acts, facts,

transactions, events, matters or occurrences, disclosures, statements, failures to act, representations, or omissions involved, set forth, or referred to in the Consolidated Complaint or SAC and that relate to the purchase of CMGE ADS during the Class Period. Released Plaintiffs' Claims do not include: (i) any claims relating to the enforcement of the Settlement; and (ii) any claims against any Person who submits a request for exclusion from the Class that is accepted by the Court.

1.34 "Secondary Offering" means CMGE's public offering for CMGE ADS at \$24.00 per ADS, which closed on or about March 26, 2014.

1.35 "Settlement Amount" means one million five hundred thousand dollars (\$1,500,000.00) in cash.

1.36 "Settlement Fund" means the deposited Settlement Amount to be paid by or on behalf of Defendants pursuant to ¶3.1 of this Stipulation, together with all interest and income earned thereon after being transferred to an account controlled by the Escrow Agent.

1.37 "Settling Parties" means Defendants and Plaintiffs on behalf of themselves and the Class Members.

1.38 "Summary Notice" means the notice of the proposed Settlement, which shall be published in the national edition of *Investor's Business Daily* and over a national newswire service at a later date, substantially in the form attached as Exhibit A-3 hereto.

1.39 "Taxes" means: (i) all federal, state and/or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Settlement Fund; (ii) the expenses and costs incurred by Lead Counsel and/or the Claims Administrator in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation,

expenses of tax attorneys and accountants); and (iii) all taxes imposed on payments by the Settlement Fund, including withholding taxes.

1.40 “Underwriter Defendants” means defendants Credit Suisse Securities (USA) LLC, Barclays Capital Inc., Jefferies LLC, Nomura Securities International, Inc., and Brean Capital, LLC.

1.41 “Unknown Claims” means any Released Plaintiffs’ Claims which any Plaintiff or any other Class Member does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any Released Defendants’ Claims which any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Persons, or might have affected his, her, or its decision not to object to this Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs and Defendants shall expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived to the fullest extent permitted by law the provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

Plaintiffs, Defendants, and Class Members may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiffs and Defendants shall expressly, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the

Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, whether or not previously or currently asserted in any action. Plaintiffs and Defendants acknowledge, and the Class Members and each of Defendants' Related Persons shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and an essential term of the Settlement of which this release is a part.

2. CAFA Notice

2.1 Pursuant to the Class Action Fairness Act ("CAFA"), no later than ten (10) days after the Settlement Agreement is filed with the Court, the CMGE Defendants shall, at their expense, serve proper notice of the proposed Settlement upon the United States Attorney General and each State Attorney General. Simultaneously, the CMGE Defendants shall provide a copy of such notice as well as proof of service of such notice to counsel for Lead Plaintiff and Defendants.

3. The Settlement Fund

a. The Settlement Amount

3.1 The CMGE Defendants shall pay or cause to be paid the Settlement Amount of one million five hundred thousand dollars (\$1,500,000.00) into the Escrow Account no later than thirty (30) calendar days after the later of (a) the order granting the motion for preliminary approval, or (b) the receipt by the CMGE Defendants' counsel of wire/check payee instructions and a Form W-9 providing the tax identification number for the Escrow Account. These funds,

together with any interest and income earned thereon once transferred, shall constitute the Settlement Fund. No other Defendant shall be obligated to pay any amount.

b. Use of the Settlement Fund

3.2 The Escrow Agent shall invest any funds in the Escrow Account exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. All costs and risks related to the investment of the Settlement Fund in accordance with the guidelines set forth in this paragraph shall be borne by the Settlement Fund.

3.3 The Escrow Agent shall not disburse the Settlement Fund prior to the Effective Date except: (a) as provided in the Stipulation; (b) by an order of the Court; or (c) with the written agreement of counsel for the Settling Parties. Specifically, the Settlement Fund shall be used to pay: (a) any Taxes; (b) any Notice and Administration Costs; (c) any expenses awarded by the Court; and (d) any attorneys' fees awarded by the Court. The balance remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be distributed to Authorized Claimants as provided herein.

3.4 Subject to further order(s) and/or directions as may be made by the Court, or as provided in the Stipulation, the Escrow Agent is authorized to execute such transactions as are

consistent with the terms of the Stipulation. The Released Persons shall have no responsibility for, interest in, or liability whatsoever with respect to, the actions of the Escrow Agent, or any transaction executed by the Escrow Agent.

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

3.6 Prior to the Effective Date, Lead Counsel, without further approval of Defendants or further order of the Court, may pay from the Settlement Fund up to \$150,000 in Notice and Administration Costs associated with the administration of the Settlement actually incurred and paid or payable. Such costs and expenses shall include, without limitation: the cost of identifying and locating members of the Class, the actual costs of printing and mailing the Postcard Notice and, if requested by a Class Member, the actual costs of printing and mailing the Internet Long Form Notice or Proof of Claim form, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Postcard Notice to their beneficial owners, the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice, administering the Settlement (including processing the submitted Proof of Claim forms), and the fees, if any, of the Escrow Agent. Subsequent to the Effective Date, the Settlement Fund may be used by Lead Counsel to pay reasonable and necessary Notice and Administration Costs and will be submitted to Court for approval pursuant to ¶6.8.

3.7 The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, no Defendant, Defendants' Related Persons, or any other Person who paid any

portion of the Settlement Amount shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever, including without limitation, the number of Proof of Claim forms submitted, the collective amount of claims of Authorized Claimants, the percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement Fund.

c. Taxes

3.8 The Settling Parties agree that the Settlement Fund is intended at all times to be a “Qualified Settlement Fund” within the meaning of Treasury Regulation §1.468B-1, and that Lead Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Lead Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. The Defendants and Defendants’ Related Persons shall not have any liability or responsibility for any such Taxes. Upon written request, CMGE Defendants will provide to Lead Counsel the statement described in Treasury Regulation § 1.468B-3(e). Lead Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a “relation back election,” as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

3.9 All Taxes shall be paid out of the Settlement Fund, and shall be timely paid by the Escrow Agent pursuant to the disbursement instructions to be set forth in the Escrow Agreement,

and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Defendants and Defendants' Related Persons shall have no responsibility or liability for the acts or omissions of Lead Counsel or its agents with respect to the payment of Taxes, as described herein.

d. Termination of Settlement

3.10 In the event the Stipulation: (i) is not approved; (ii) is terminated, canceled, or fails to become effective for any reason, including, without limitation, in the event the Judgment is reversed or vacated following any appeal taken therefrom; or (iii) is successfully collaterally attacked, the Settlement Fund (including accrued interest) less expenses actually paid, incurred, or due and owing for Notice and Administration Costs or Taxes pursuant to ¶¶3.6 or 3.8-3.9, shall be refunded pursuant to written instructions from Defendants' counsel.

4. Preliminary Approval Order and Settlement Hearing

4.1 Promptly after execution of the Stipulation, the Settling Parties shall submit the Stipulation together with its exhibits (the "Exhibits") to the Court and shall apply for entry of an order (the "Preliminary Approval Order"), substantially in the form of Exhibit A attached hereto, requesting, *inter alia*, the preliminary approval of the Settlement set forth in the Stipulation, certification of the Class for settlement purposes, and approval for the mailing of the Postcard Notice, substantially in the form attached as Exhibit A-4 hereto, and publication of a summary notice, substantially in the form of Exhibit A-3 attached hereto. The Internet Long Form Notice, attached as Exhibit A-1 hereto, shall also be made available to Class Members online and mailed to Class Members upon request. The Internet Long Form Notice shall include the general terms of the Settlement set forth in the Stipulation, the proposed Plan of Allocation, the general terms

of the Fee and Expense Application (as defined in ¶7.1), and the date and location of the Settlement Hearing.

4.2 Lead Counsel shall request that after notice is given to the Class, the Court hold a hearing (the “Settlement Hearing” or “Settlement Fairness Hearing”) and finally approve the Settlement of the Action as set forth herein. At or after the Settlement Hearing, the Settling Parties shall jointly request entry of the Final Judgment, substantially in the form attached hereto as Exhibit B. At or after the Settlement Hearing, Lead Counsel also will request that the Court approve the Plan of Allocation and the Fee and Expense Application.

5. Releases

5.1 Upon the Effective Date, Plaintiffs and each of the Class Members (who have not validly opted out of the Class) and any Person claiming through or on behalf of them, including, but not limited to, their predecessors, successors, agents, representatives, attorneys, and affiliates, and the heirs, executors, administrators, successors, and assigns of each of them, in their capacities as such, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged against the Released Persons (whether or not such Class Members execute and deliver the Proof of Claim forms and whether or not such Class Member shares in the Settlement Fund) any and all Released Plaintiffs’ Claims (including, without limitation, Unknown Claims).

5.2 Upon the Effective Date, Plaintiffs and each of the Class Members, and any Person claiming through or on behalf of them, including, but not limited to, their predecessors, successors, agents, representatives, attorneys, and affiliates, and the heirs, executors, administrators, successors, and assigns of each of them, in their capacities as such, who have not validly opted out of the Class, shall be permanently barred and enjoined from the assertion, institution, maintenance, prosecution, or enforcement against any Released Person, in any state

or federal court or arbitral forum, or in the court of any foreign jurisdiction, of any and all Released Plaintiffs' Claims (including, without limitation, Unknown Claims), whether or not such Class Members execute and deliver the Proof of Claim forms and whether or not such Class Member shares in the Settlement Fund.

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

5.4 Upon the Effective Date, each of the Released Persons shall be deemed to have, and by operation of law and of the Final Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Defendants' Claims (including, without limitation, any Unknown Claims) against Plaintiffs and any other Plaintiffs' Related Persons, and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants' Claims against any of the Plaintiffs' Related Persons. This release shall not apply to any Person who submits a request for exclusion from the Class that is accepted by the Court.

5.5 Notwithstanding ¶¶5.3-5.4 above, nothing in the Final Judgment, shall bar any action by any of the Settling Parties to enforce or effectuate the terms of this Stipulation or the Judgment.

6. Administration and Calculation of Claims, Final Awards, and Supervision and Distribution of the Settlement Fund

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

6.2 Within fourteen (14) calendar days after execution of this Stipulation, counsel for the CMGE Defendants shall provide the Claims Administrator with a list of names and addresses of record holders of CMGE ADS during the Class Period. This information shall be provided in an electronic format acceptable to the Claims Administrator. The CMGE Defendants shall be responsible for any costs or expenses related to providing this information.

6.3 In accordance with the schedule set forth in the Preliminary Approval Order, Lead Counsel will cause to be mailed by the Claims Administrator to all shareholders of record, identified on the Claims Administrator's list, the Postcard Notice, substantially in the form of Exhibit A-4 attached hereto. The Internet Long Form Notice shall set forth the terms of the Stipulation, including the proposed Plan of Allocation and Lead Counsel's request for attorneys' fees and expenses; the date and time of the Settlement Hearing; the right to object to the Settlement, proposed Plan of Allocation, or request for fees and expenses; the right to appear at the Settlement Hearing; and the right to request exclusion from the Class. The Internet Long Form Notice (substantially in the form of Exhibit A-1 attached hereto) and Proof of Claim form (substantially in the form of Exhibit A-2 attached hereto) shall be posted on the Claims Administrator's website and sent to Class members upon request. In accordance with the schedule set forth in the Preliminary Approval Order, a summary notice, substantially in the form of Exhibit A-3 attached hereto, will also be published once in the national edition of *Investor's Business Daily* and once over a national newswire service. The cost of providing such notice shall be paid out of the Settlement Fund.

6.4 The Settlement Fund shall be applied as follows:

(a) to pay Plaintiffs' Counsel's attorneys' fees and expenses and Plaintiffs expenses (the "Fee and Expense Award"), if and to the extent allowed by the Court;

(b) to pay all the costs and expenses reasonably and actually incurred in connection with providing notice, including locating Class Members, soliciting Class claims, assisting with the filing of claims, administering and distributing the Net Settlement Fund to Authorized Claimants, processing Proof of Claim forms, and paying escrow fees and costs, if any;

(c) to pay the Taxes described in ¶¶3.8-3.9 hereof; and

(d) to distribute the balance of the Net Settlement Fund to Authorized Claimants as allowed by the Stipulation, the Plan of Allocation, or the Court.

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

6.6 Each Person claiming to be an Authorized Claimant shall be required to submit to the Claims Administrator a completed Proof of Claim form, substantially in the form of Exhibit A-2 attached hereto, postmarked by no later than the date set by the Court in the Preliminary Approval Order (the “Bar Date”), signed under penalty of perjury and supported by such documents as are specified in the Proof of Claim form and as are reasonably available to such Person.

6.7 Except as otherwise ordered by the Court, all Class Members who fail to submit a Proof of Claim form by the Bar Date, or such other period as may be ordered by the Court, or who submit a Proof of Claim form that is rejected, shall be forever barred from receiving any payments pursuant to the Stipulation and the Settlement set forth herein, but will in all other respects be subject to and bound by the provisions of the Stipulation, the releases contained

herein, and the Judgment. Notwithstanding the foregoing, Lead Counsel may, in their discretion, accept for processing late-submitted claims so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed.

6.8 Lead Counsel will apply to the Court for a Class Distribution Order: (a) approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of the Claims submitted; (b) approving payment of any administration fees and expenses associated with the administration of the Settlement from the Escrow Account; and (c) if the Effective Date has occurred, directing payment of the Net Settlement Fund to Authorized Claimants from the Escrow Account. Payments made pursuant to the Class Distribution Order shall be final and conclusive against all Class Members.

6.9 The Claims Administrator shall calculate the claims of Authorized Claimants in accordance with the Plan of Allocation. Following the Effective Date, the Claims Administrator shall send to each Authorized Claimant his, her, or its *pro rata* share of the Net Settlement Fund. No distributions will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

6.10 Following the Effective Date, Defendants shall not have a reversionary interest in the Net Settlement Fund. If there is any balance remaining in the Net Settlement Fund after six (6) months from the date of the initial distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), Lead Counsel shall, if feasible, distribute such balance among Authorized Claimants who negotiated the checks sent to them in the initial distribution and who would otherwise receive a minimum of \$10.00. These redistributions shall be repeated until the balance remaining in the Net Settlement Fund is no longer feasible to

distribute to Class Members and such remaining balance, if any, shall then be donated to an appropriate secular non-profit organization designated by Lead Counsel.

6.11 Plaintiffs and Defendants, and their respective counsel, and Plaintiffs' damages expert and all other Related Persons shall have no responsibility for, interest in, or liability whatsoever with respect to the investment or distribution of the Net Settlement Fund, the Plan of Allocation, the determination, administration, calculation, or payment of any claim or nonperformance of the Claims Administrator, the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

6.12 Defendants shall take no position with respect to the Plan of Allocation or any other such plan as may be approved by the Court.

6.13 It is understood and agreed by the Settling Parties that any proposed Plan of Allocation of the Net Settlement Fund including, but not limited to, any adjustments to an Authorized Claimant's claim set forth therein, is not a part of the Stipulation and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in the Stipulation, and any order or proceeding relating to the Plan of Allocation shall not operate to terminate or cancel the Stipulation or affect the finality of the Court's Final Judgment approving the Stipulation and the Settlement set forth therein, or any other orders entered pursuant to the Stipulation. Class Members and Defendants shall be bound by the terms of this Stipulation, irrespective of whether the Court disapproves or modifies the Plan of Allocation.

6.14 No Person shall have any claim against Plaintiffs, Plaintiffs' Counsel, the Released Persons, Defendants' counsel, or the Claims Administrator based on distributions made

substantially in accordance with the Settlement, the Stipulation, and the Plan of Allocation, or further order(s) by the Court.

7. Lead Counsel's Attorneys' Fees and Expenses

7.1 Lead Counsel may submit an application or applications (the "Fee and Expense Application") for distributions from the Settlement Fund for (a) an award of attorneys' fees to be paid out of the Settlement Fund; (b) expenses incurred in connection with prosecuting the Action, plus interest on such attorneys' fees and expenses at the same rate and for the same periods as earned by the Settlement Fund (until paid) as may be awarded by the Court; and (c) reimbursement of the expenses of Plaintiffs pursuant to 15 U.S.C. §78u-4(a)(4). Any and all such fees, expenses, and costs awarded by the Court (whether payable to Lead Counsel or Plaintiffs) shall be payable solely out of the Settlement Fund.

7.2 The attorneys' fees and expenses, and costs, as awarded by the Court, shall be paid to Lead Counsel from the Settlement Fund, as ordered, immediately after the Court executes an order awarding such fees and expenses and enters the Final Judgment. This provision shall apply notwithstanding timely objections to, potential for appeal from, or collateral attack on, the Settlement or the award of fees and expenses. Lead Counsel may thereafter allocate the attorneys' fees amongst other Plaintiffs' Counsel in a manner that Lead Counsel in good faith believes reflects the contributions of such counsel to the prosecution and settlement of the Action. Any such awards shall be paid solely by the Settlement Fund. In the event that the Final Judgment or the order awarding such fees and expenses paid to Lead Counsel pursuant to ¶7.1 is reversed or modified, or if the Settlement is cancelled or terminated for any reason, then Lead Counsel shall, in an amount consistent with such reversal or modification, refund such fees or expenses to the Settlement Fund, plus interest earned thereon at the same rate as earned on the Settlement Fund, within twenty (20) business days from receiving notice from Defendants'

counsel or from a court of competent jurisdiction, and wire/check payee instructions from Defendants' counsel. Any refunds required pursuant to this paragraph shall be the joint and several obligation of each Plaintiffs' Counsel receiving fees or expenses to make appropriate refunds or repayments to the Settlement Fund. Each Plaintiffs' Counsel, as a condition of receiving such fees, expenses, and/or costs on behalf of itself and each partner and/or shareholder of it, agrees that its law firm and its partners and/or shareholders are subject to the jurisdiction by the Court for the purpose of enforcing the provisions of this paragraph. Without limitation, each Plaintiffs' Counsel agrees that the Court may, upon application of Defendants and notice to Lead Counsel, summarily issue orders including, but not limited to, judgments and attachment orders and may make appropriate findings of or sanctions for contempt, should such law firm fail timely to repay fees and expenses pursuant to this ¶7.2.

7.3 The procedure for and the allowance or disallowance by the Court of the Fee and Expense Application, to be paid out of the Settlement Fund, are not part of the Settlement set forth in the Stipulation, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in the Stipulation. Any order or proceeding relating to the Fee and Expense Application, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Stipulation, or affect or delay the finality of the Judgment approving the Stipulation and the Settlement of the Action and release of the Settling Parties and Released Persons set forth therein.

7.4 The Released Persons, other than the CMGE Defendants' insurers, shall have no responsibility for any payment of attorneys' fees and expenses to Lead Counsel or any Class Member's counsel. Neither Defendants nor Defendants' insurers shall have any responsibility

for any payment of attorneys' fees and expenses to Lead Counsel or any Class Member's counsel apart from payment of the Settlement Fund pursuant to ¶3.1.

7.5 The Released Persons shall have no responsibility for the allocation among Plaintiffs' Counsel or any Class Member's counsel, and/or any other Person who may assert some claim thereto, of any Fee and Expense Award that the Court may make in the Action.

8. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

8.1 The Effective Date of the Stipulation shall be conditioned on the occurrence of all of the following events:

(a) execution of the Stipulation and such other documents as may be required to obtain final Court approval of the Stipulation in a form satisfactory to the Settling Parties;

(b) the Settlement Amount has been deposited into the Escrow Account;

(c) Defendants have not exercised their option to terminate the Stipulation pursuant to ¶8.3 hereof;

(d) the Court has entered the Preliminary Approval Order, substantially in the form of Exhibit A hereto, as required by ¶4.1 hereof;

(e) the Court has entered the Judgment, substantially in the form of Exhibit B hereto, that, *inter alia*, dismisses with prejudice the Action, as to Plaintiffs and the Defendants, as set forth above; and

(f) the Judgment has become Final, as defined in ¶1.15 hereof.

8.2 Upon the occurrence of all of the events referenced in ¶8.1 hereof, any and all remaining interest or right of Defendants in or to the Settlement Fund, if any, shall be absolutely and forever extinguished. If all of the conditions specified in ¶8.1 hereof are not met, then the

Stipulation shall be canceled and terminated subject to ¶8.4 hereof unless Lead Counsel and counsel for Defendants mutually agree in writing to proceed with the Settlement.

8.3 If, prior to the Settlement Hearing, Persons who otherwise would be members of the Class have timely requested exclusion from the Class in accordance with the provisions of the Preliminary Approval Order and the Internet Long Form Notice given pursuant thereto, and such Persons in the aggregate purchased or otherwise acquired a number of shares of CMGE ADS during the Class Period in an amount greater than the sum specified in a separate Supplemental Agreement Regarding Requests for Exclusion (“Supplemental Agreement”) executed between Plaintiffs and Defendants (the “Opt-Out Threshold”), Defendants shall have the option (which option must be exercised unanimously) to terminate this Stipulation and Settlement in accordance with the procedures set forth in the Supplemental Agreement. The Supplemental Agreement will not be filed with the Court unless requested by the Court or unless and until a dispute between Plaintiffs and Defendants concerning its interpretation or application arises, and in that event, the Settling Parties will use their best reasonable efforts to file the Supplemental Agreement for the Court’s *in camera* review and/or under seal. Copies of all requests for exclusion received, together with copies of all written revocations of requests for exclusion, shall be promptly provided to Defendants’ counsel by Lead Counsel. Defendants may terminate the Stipulation and Settlement by providing Lead Counsel with written notice of their exercise of their option to terminate the settlement within seven (7) calendar days following receipt of requests for exclusion that meet the Opt-Out Threshold and file that notice with the Court on or before ten (10) calendar days after the receipt of all the copies of the requests for exclusion, but in no event shall the election to terminate be provided to Lead Counsel later than five (5) calendar days before the Settlement Hearing. If Defendants exercise their option to

terminate, it may be revoked by Defendants at any time. Lead Plaintiff agrees that he shall not elect to opt out from the Class.

8.4 Unless otherwise ordered by the Court, in the event the Stipulation shall terminate, or be canceled, or shall not become effective for any reason, within ten (10) business days after written notification of such event is sent by counsel for Defendants or Lead Counsel to the Escrow Agent, the Settlement Fund (including accrued interest), less expenses which have either been incurred or disbursed pursuant to ¶¶ 3.6 or 3.8-3.9 hereof, shall be refunded pursuant to written instructions from Defendants' counsel to Defendants or their designees and any insurer that has made a payment into the Escrow Account. At the request of counsel for Defendants, the Escrow Agent or its designee shall apply for any tax refund owed on the Settlement Fund and pay the proceeds, after deduction of any expenses incurred in connection with such application(s) for refund, at the written direction of Defendants' counsel.

8.5 In the event that the Stipulation is not approved by the Court or the Settlement set forth in the Stipulation is terminated or fails to become effective in accordance with its terms, the Settling Parties shall be restored to their respective positions in the Action as of March 23, 2017. In such event, the terms and provisions of the Stipulation, with the exception of ¶¶ 1.1-1.41, 3.6, 3.8-3.9, 7.2, 8.4-8.5 and 9.3-9.7 hereof, shall have no further force and effect with respect to the Settling Parties and shall not be used in this Action or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*, and the Settling Parties shall be deemed to return to their status as of March 23, 2017. No order of the Court or modification or reversal on appeal of any such order of the Court concerning the Plan of Allocation or the amount of any attorneys'

fees, costs, and expenses, and interest awarded by the Court to Lead Counsel or Plaintiffs shall constitute grounds for cancellation or termination of the Stipulation.

8.6 Lead Counsel shall have the right but not the obligation to terminate the Settlement fifteen (15) calendar days after the failure of Defendants to timely pay the Settlement Fund.

9. Miscellaneous Provisions

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

9.2 In the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Settlement Fund or any portion thereof by or on behalf of Defendants to be a preference, voidable transfer, fraudulent transfer or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at the election of Plaintiffs, the Settling Parties shall jointly move the Court to vacate and set aside the Releases given and the Judgment, entered in favor of Defendants and the other Released Persons pursuant to this Stipulation, in which event the releases and Judgment, shall be null and void, and the Settling Parties shall be restored to their respective positions in the litigation as provided in ¶8.5 above and any cash amounts in the Settlement Fund (less any Taxes paid, due or owing with respect to the Settlement Fund and less any Notice and Administration Costs actually incurred, paid or payable) shall be returned as provided in ¶8.4.

9.3 The Settling Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Action. The Settlement includes claims which are

contested and shall not be deemed an admission by any Settling Party or any of the Released Persons as to the merits of any claim or defense. The Settling Parties and their counsel agree that they shall not assert any claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the prosecution, defense or settlement of the Action, and the Final Judgment shall contain a finding that all Settling Parties and their counsel complied with the requirements of Rule 11 with respect to the institution, prosecution, defense, and resolution of the Action. The Settling Parties agree that the amount paid to the Settlement Fund and the other terms of the Settlement were negotiated in good faith at arm's length by the Settling Parties, including through a mediation process supervised and conducted by Mr. Melnick, and reflect a settlement that was reached voluntarily after negotiations and consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum regarding the Action, including that the Action was brought or defended in bad faith or without a reasonable basis.

9.4 Neither the Stipulation nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Released Persons; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons; or (c) is or may be deemed to be or may be used as an admission or evidence that any claims asserted by Plaintiffs were not valid or that the amount recoverable was not greater than the Settlement amount, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. The Released Persons may file the Stipulation and/or the Judgment in any action that may be brought against them in order to

support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

9.5 All agreements made and orders entered during the course of the Action relating to the confidentiality of documents and information shall survive this Stipulation.

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

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

9.8 No waiver of any term or provision of this Settlement Agreement, or of any breach or default hereof or hereunder, shall be valid or effective unless in writing and signed by or on behalf of all Settling Parties or their respective successors-in-interest. No waiver of any term or provision of this Settlement Agreement, or of any breach or default hereof or hereunder, shall be construed as a waiver of the same or any other term or provision or of any previous or subsequent breach thereof.

9.9 The Stipulation and the Exhibits attached (together with the Supplemental Agreement referred to in ¶8.3) hereto constitute the entire agreement among the Settling Parties and no representations, warranties, or inducements have been made to any Settling Party concerning the Stipulation or its Exhibits other than the representations, warranties, and covenants contained and memorialized in such documents. Except as otherwise provided herein (or, as between Defendants, in any separate agreements between them), each Settling Party shall bear its own costs.

9.10 This Settlement Agreement shall be construed and interpreted to effectuate the intent of the Settling Parties, which is to resolve completely those claims and disputes, including in the Action, and as more fully described herein. If any provision of this Settlement Agreement shall be determined to be invalid, void, or illegal, such provision shall be construed and amended in a manner that would permit its enforcement, but in no event shall such provision affect, impair, or invalidate any other provision hereof.

9.11 Plaintiffs and Defendants may terminate the Stipulation if the Court modifies material terms thereof, provided, however, that it shall not be a basis for Plaintiffs to terminate the Settlement if the Court modifies any proposed Plan of Allocation or criteria for allocation of the Net Settlement Fund amongst Class Members, or the Plan of Allocation is modified on appeal. Nor shall it be a basis to terminate the Stipulation if the Court disapproves of or modifies the terms of this Stipulation with respect to attorneys' fees or expenses. Notwithstanding any such modification of the terms or Plan of Allocation or the Stipulation with respect to attorneys' fees or expenses, Defendants and Defendants' insurers shall be entitled to all benefits of the Settlement and shall not, under any circumstances, be called upon to contribute additional funds to the Settlement Fund.

9.12 Lead Counsel, on behalf of the Class, are expressly authorized by Lead Plaintiff to take all appropriate action required or permitted to be taken by the Class pursuant to the Stipulation to effectuate its terms and also are expressly authorized to enter into any modifications or amendments to the Stipulation on behalf of the Class which they deem appropriate.

9.13 Lead Plaintiff and Lead Counsel represent and warrant that none of the Lead Plaintiff's claims or causes of action referred to in this Action or this Stipulation has been assigned, encumbered, or in any manner transferred in whole or in part.

9.14 Each counsel or other Person executing the Stipulation or any of its Exhibits on behalf of any Settling Party hereby warrants that such Person has the full authority to do so.

9.15 All notices, requests, demands, claims, and other communications hereunder shall be in writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (iii) five (5) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to Lead Plaintiff or to Lead Counsel:

Kara M. Wolke
Glancy Prongay & Murray LLP
1925 Century Park East, Suite 2100
Los Angeles, CA 90067

If to Defendants or to Defendants' Counsel:

Andrew B. Clubok
Adam T. Humann
Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022

-and-

Adam S. Hakki
Daniel C. Lewis
Shearman & Sterling LLP
599 Lexington Avenue
New York, New York 10022

9.16 The Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

9.17 The Stipulation shall be binding upon, and inure to the benefit of, the heirs, successors, and assigns of the Settling Parties hereto.

9.18 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Stipulation, and all Settling Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in the Stipulation.

9.19 Pending approval of the Court of the Stipulation and its Exhibits, all proceedings in this Action shall be stayed and all members of the Class shall be barred and enjoined from prosecuting any of the Released Claims against any of the Released Persons.

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

IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed, by their duly authorized attorneys, dated May 22, 2017.


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Attorneys for the Underwriter Defendants

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE CHINA MOBILE GAMES &
ENTERTAINMENT GROUP, LTD
SECURITIES LITIGATION

This Document Relates To: All Actions

CASE NO. 1:14-CV-04471 (KMW)

EXHIBIT A

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT AND
PROVIDING FOR NOTICE OF PROPOSED SETTLEMENT**

WHEREAS, an action is pending before this Court styled *In re China Mobile Games & Entertainment Group, Ltd. Sec. Litig.*, No. 1:14-cv-04471 (the “Action”);

WHEREAS, the Settling Parties having made application, pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the settlement of this Action, in accordance with a Stipulation and Agreement of Settlement dated May 22, 2017 (the “Stipulation”), which, together with the Exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of the Action between the Settling Parties and for dismissal of the Action against the Defendants and their Related Persons with prejudice upon the terms and conditions set forth therein; and the Court having read and considered the Stipulation and the Exhibits annexed thereto; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED:

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

2. A hearing (the “Settlement Hearing”) shall be held before this Court on _____, 2017 [a date at least one hundred (100) calendar days from the entry of this Order], at _:_ .m., at the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, Courtroom 18B, 500 Pearl St., New York, NY 10007, to determine whether the proposed Settlement of the Action on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class and should be approved by the Court; whether to certify a Class for settlement purposes; to determine whether a Judgment as provided in the Stipulation should be entered; to determine whether the proposed Plan of Allocation should be approved; to determine whether to grant Lead Counsel’s request for reasonable attorneys’ fees and expenses for their representation of the Class; to determine whether the Court should grant Plaintiffs’ reimbursement of their reasonable costs and expenses (including lost wages) directly related to his representation of the Class; to hear any objections by Class Members to the Stipulation or Plan of Allocation or any award of fees and expenses to Lead Counsel and to Plaintiffs; and to consider such other matters as the Court may deem appropriate.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court preliminarily certifies, for purposes of effectuating this Settlement, a Class defined as: All Persons who purchased or otherwise acquired publicly traded China Mobile Games & Entertainment Group Limited (“CMGE”) American Depositary Shares (“ADS”) between April 26, 2013 and January 14, 2015, both dates inclusive, including those investors who purchased ADS pursuant to CMGE’s Secondary Offering, and who were damaged by Defendants’ alleged violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and/or Sections

11, 12, and 15 of the Securities Act of 1933. Excluded from the Class are Defendants, the officers and directors of the Company, at all relevant times, members of their immediate families and their legal representatives, heirs, successors or assigns, any entity in which a Defendant has or had a controlling interest, Zhongzheng, Juan Du, and Chenghai Dan. The Underwriter Defendants or any entity in which any of the Underwriter Defendants has or had a controlling interest (for purposes of this paragraph, together an “Underwriter Defendant-Controlled Entity”) are excluded from the Class only to the extent that such Underwriter Defendant-Controlled Entity itself purchased a proprietary (*i.e.* for its own account) interest in CMGE ADS. To the extent that an Underwriter Defendant-Controlled Entity purchased CMGE ADS in a fiduciary capacity or otherwise on behalf of any third-party client, account, fund, trust, or employee benefit plan that otherwise falls within the Class, neither such Underwriter Defendant-Controlled Entity nor the third-party client, account, fund, trust, or employee benefit plan shall be excluded from the Class with respect to such CMGE ADS. Also excluded from the Class are any Persons who exclude themselves by submitting a request for exclusion that is accepted by the Court.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of settlement only, Lead Plaintiff Johnnie Dormier and named plaintiffs Edward McCaffery, and Charlie Chun (collectively, “Plaintiffs”) are appointed as representatives of the Class, and Lead Counsel Glancy Prongay & Murray LLP is appointed as class counsel for the Class.

5. With respect to the Class, the Court finds, solely for purposes of effectuating the Settlement, that the prerequisites for a class action under Rules 23(a) and 23(b)(3) have been satisfied as: (a) the Members of the Class are so numerous that joinder of all Class Members in the class action is impracticable; (b) there are questions of law and fact common to the Class which predominate over any individual questions; (c) the claims of Plaintiffs are typical of the claims of the Class; (d) Plaintiffs and Lead Counsel have fairly and adequately represented and

protected the interests of all Class Members; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering: (i) the interests of members of the Class in individually controlling the prosecution of the separate actions; (ii) the extent and nature of any litigation concerning the controversy already commenced by members of the Class; (iii) the desirability or undesirability of continuing the Action of these claims in this particular forum; and (iv) the difficulties likely to be encountered in the management of the Action.

6. The Court approves, as to form and content, the Notice of (I) Pendency and Proposed Settlement of Class Action; (II) Settlement Fairness Hearing; and (III) Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses ("Internet Long Form Notice"), the Proof of Claim and Release form ("Proof of Claim"), Summary Notice ("Summary Notice"), and Postcard Notice ("Postcard Notice"), annexed respectively as Exhibits A-1, A-2, A-3, and A-4 to the Stipulation, and finds that the mailing and distribution of the Postcard Notice, publishing of the Summary Notice, posting of the Internet Long Form Notice and the Proof of Claim on the Settlement website, www.strategicclaims.net/cmge, and the mailing of copies of the Internet Long Form Notice and/or the Proof of Claim to those Class Members who request them, substantially in the manner and form set forth in this Order meet the requirements of Federal Rule of Civil Procedure 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

7. Pursuant to Rule 23(c) of the Federal Rules of Civil Procedure, the Court appoints for settlement purposes only the firm of Strategic Claims Services ("Claims Administrator") to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below:

(a) Not later than fourteen (14) calendar days after the execution of the Stipulation, counsel for the CMGE Defendants shall provide the Claims Administrator or Lead Counsel, at no cost to Plaintiffs, with transfer records in electronic searchable form, such as Excel, containing the names and addresses of Persons who purchased CMGE ADS during the Class Period;

(b) Not later than twenty (20) business days after the date of this Order (the “Notice Date”), the Claims Administrator shall commence mailing of the Postcard Notice, substantially in the form annexed hereto as Exhibit A-4 hereto, to be mailed by First-Class Mail to all Class Members who can be identified with reasonable effort.

(c) Not later than ten (10) business days after the Notice Date, the Claims Administrator shall cause the Summary Notice to be published once in the national edition of *Investor’s Business Daily* and once over a national newswire service;

(d) Not later than ten (10) business days after the Notice Date, the Claims Administrator shall cause the Stipulation and its Exhibits, including a copy of the Internet Long Form Notice and Proof of Claim to be posted on the Settlement website at www.strategicclaims.net/cmge, substantially in the forms annexed hereto as Exhibits A-1 and A-2. The Claims Administrator shall mail copies of the Internet Long Form Notice and/or Proof of Claim to any Class Members who request to receive a paper copy of such forms; and

(e) Not later than seven (7) days prior to the Settlement Hearing, Lead Counsel shall serve on Defendants’ counsel and file with the Court proof, by affidavit or declaration, of such mailing and publishing.

8. Nominees who purchased CMGE ADS for the benefit of another Person during the Class Period, shall send the Postcard Notice to all beneficial owners of CMGE ADS within ten (10) calendar days after receipt thereof, or send a list of the names and addresses of such

beneficial owners to the Claims Administrator within ten (10) calendar days of receipt thereof, in which event the Claims Administrator shall promptly mail the Postcard Notice to such beneficial owners.

9. Lead Counsel or the Claims Administrator shall, if requested, reimburse banks, brokerage houses, or other nominees solely for their reasonable out-of-pocket expenses incurred in providing the Postcard Notice to beneficial owners who are Class Members out of the Settlement Fund, which expenses would not have been incurred except for the sending of such Postcard Notice, subject to further order of this Court with respect to any dispute concerning such compensation. Other than the cost, if any, of Defendants providing the names and addresses of Persons who purchased CMGE ADS during the Class Period to Lead Counsel and/or the Claims Administrator, all fees, costs, and expenses incurred in identifying and notifying members of the Class shall be paid from the Settlement Fund and in no event shall any of the Released Persons bear any responsibility for such fees, costs, or expenses.

10. All members of the Class (except Persons who request exclusion pursuant to ¶15 below) shall be bound by all determinations and judgments in the litigation concerning the Settlement, including, but not limited to, the releases provided for therein, whether favorable or unfavorable to the Class, regardless of whether such Persons seek or obtain by any means, including, without limitation, by submitting a Proof of Claim or any similar document, any Allocation from the Settlement Fund or the Net Settlement Fund.

11. Class Members who wish to participate in the Settlement shall complete and submit the Proof of Claim in accordance with the instructions contained therein. Unless the Court orders otherwise, all Proofs of Claim must be postmarked no later than one hundred and twenty (120) calendar days from the Notice Date. Any Class Member who does not submit a Proof of Claim within the time provided shall be barred from sharing in the Allocation of the

proceeds of the Net Settlement Fund, unless otherwise ordered by the Court, but shall nevertheless be bound by any final judgment entered by the Court. Notwithstanding the foregoing, Lead Counsel shall have the discretion to accept late-submitted claims for processing by the Claims Administrator so long as Allocation of the Net Settlement Fund is not materially delayed thereby. By submitting a Proof of Claim, a person or entity shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Proof of Claim and the subject matter of the Settlement.

12. Any member of the Class may enter an appearance in the Action, at his, her, or its own expense, individually or through counsel of their own choice. If they do not enter an appearance, they will be represented by Lead Counsel.

13. Any Person falling within the definition of the Class may, upon request, be excluded or “opt out” from the Class. Any such Person must submit to the Claims Administrator a request for exclusion (“Request for Exclusion”) via First-Class mail, postmarked no later than twenty-one (21) calendar days prior to the Settlement Hearing. A Request for Exclusion must be signed and state (a) the name, address, and telephone number of the Person requesting exclusion; (b) the Person’s purchases and sales of CMGE ADS from April 26, 2013 through and including January 14, 2015, including the dates of such purchase, acquisition, or sale, the amount of CMGE ADS purchased, acquired, or sold, and price paid or received for each such purchase, acquisition, or sale; and (c) that the Person wishes to be excluded from the Class. All Persons who submit valid and timely Requests for Exclusion in the manner set forth in this paragraph shall have no rights under the Stipulation, shall not share in the Allocation of the Net Settlement Fund, and shall not be bound by the Stipulation or any final judgment.

14. Lead Counsel shall cause to be provided to Defendants' counsel copies of all Requests for Exclusion, and any written revocation of Requests for Exclusion, as expeditiously as possible, and in any event not less than fourteen (14) days prior to the Settlement Hearing.

15. Any member of the Class (other than those Persons who submit a timely and valid Request for Exclusion) may appear and object if he, she, or it has any reason why the proposed Settlement of the Action should or should not be approved as fair, reasonable, and adequate, why a Judgment should or should not be entered thereon, why the Plan of Allocation should or should not be approved, why attorneys' fees and reimbursement of expenses should or should not be awarded to Lead Counsel, or why Plaintiffs should or should not be reimbursed for their reasonable costs and expenses (including lost wages) directly related to their representation of the Class; provided, however, that no Class Member or any other Person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, or, if approved, the Judgment to be entered thereon approving the same, or the order approving the Plan of Allocation, or any attorneys' fees and expenses to be awarded to Lead Counsel, or Plaintiffs' reimbursement of costs and expenses (including lost wages) directly related to their representation of the Class, unless written objections and copies of any papers and briefs are received by Kara M. Wolke, Glancy Prongay & Murray LLP, 1925 Century Park East, Suite 2100, Los Angeles, CA 90067; Andrew B. Clubok, Adam T. Humann, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022; and Adam S. Hakki, Daniel C. Lewis, Shearman & Sterling LLP, 599 Lexington Avenue, New York, NY 10022, no later than twenty-one (21) days prior to the Settlement Hearing; and said objections, papers, and briefs are filed with the Clerk of the United States District Court for the Southern District of New York, no later than twenty-one (21) days prior to the Settlement Hearing. Any member of the Class who does not make his, her, or its objection in the manner provided shall be deemed to have waived such

objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement as incorporated in the Stipulation, to the Plan of Allocation, to the award of attorneys' fees and expenses to Lead Counsel, or Plaintiffs' reimbursement of costs and expenses (including lost wages), unless otherwise ordered by the Court.

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

17. All papers in support of the Settlement, Plan of Allocation, and any application by Lead Counsel for attorneys' fees and expenses shall be filed and served no later than thirty-five (35) calendar days prior to the Settlement Hearing and any reply papers shall be filed and served no later than ten (10) calendar days prior to the Settlement Hearing.

18. Neither Defendants nor any of the Released Persons shall have any responsibility for or liability with respect to the Plan of Allocation, any application for attorneys' fees or expenses submitted by Lead Counsel, or any application for Plaintiffs' reimbursement of costs and expenses (including lost wages) directly related to their representation of the Class, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

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

20. All reasonable expenses incurred in identifying and notifying Class Members as well as administering the Settlement Fund shall be paid as set forth in the Stipulation. In the event the Court does not approve the Settlement, or it otherwise fails to become effective, neither

Plaintiffs nor any of its counsel shall have any obligation to repay any amounts actually and properly incurred or disbursed pursuant to ¶¶3.6 or 3.8-3.9 of the Stipulation.

21. Neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by any of the Released Persons of the truth of any of the allegations in the Action, or of any liability, fault, or wrongdoing of any kind.

22. All proceedings in the Action are stayed until further order of this Court, except as may be necessary to implement the Settlement or comply with the terms of the Stipulation. Pending final determination of whether the Settlement should be approved, neither Plaintiffs nor any Class Member, either directly, representatively, or in any other capacity shall commence or prosecute against any of the Released Persons any action or proceeding in any court or tribunal asserting any of the Released Claims.

23. The Court reserves the right to alter the time or the date of the Settlement Hearing without further notice to the members of the Class, provided that the time or the date of the Settlement Hearing shall not be set at a time or date earlier than the time and date set forth in ¶2 above, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to the Class.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE KIMBA M. WOOD
UNITED STATES DISTRICT JUDGE

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE CHINA MOBILE GAMES &
ENTERTAINMENT GROUP, LTD
SECURITIES LITIGATION

This Document Relates To: All Actions

CASE NO. 1:14-CV-04471 (KMW)

Exhibit A-1

**NOTICE OF (I) PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION;
(II) SETTLEMENT FAIRNESS HEARING; AND (III) MOTION FOR AN AWARD OF
ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES**

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

**TO: ALL PERSONS WHO PURCHASED OR OTHERWISE ACQUIRED PUBLICLY
TRADED AMERICAN DEPOSITORY SHARES ("ADS") OF CHINA MOBILE
GAMES & ENTERTAINMENT GROUP LIMITED ("CMGE" OR THE
"COMPANY") BETWEEN APRIL 26, 2013 AND JANUARY 14, 2015,
INCLUSIVE ("CLASS PERIOD")**

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS
MAY BE AFFECTED BY PROCEEDINGS IN THIS ACTION WHETHER OR NOT YOU
ACT. YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT
DESCRIBED IN THIS NOTICE. TO CLAIM YOUR SHARE OF THE SETTLEMENT
FUND, YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE FORM
POSTMARKED ON OR BEFORE _____, 2017.

This Notice of (I) Pendency and Proposed Settlement of Class Action; (II) Settlement Fairness Hearing; and (III) Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses ("Internet Long Form Notice") has been posted on the website: www.strategicclaims.net/cmge pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Southern District of New York (the "Court"). The purpose of this Internet Long Form Notice is to inform you of the pendency of this securities class action (the "Action") and the proposed \$1.5 million settlement of this Action (the "Settlement") and of the hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, as well as Lead Counsel's application for fees, costs, and expenses. The Settlement resolves the Class' claims asserted against the Defendants. This

Internet Long Form Notice describes the rights you may have in connection with the Settlement and what steps you may take in relation to the Settlement and this class action.¹

This Internet Long Form Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Action as to any of the Defendants or the merits of the claims or defenses asserted by or against the Defendants. This Internet Long Form Notice is solely to advise you of the proposed Settlement of the Litigation and of your rights in connection therewith.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM NO LATER THAN _____, 2017	The only way to be eligible to receive a payment from the Settlement. Proof of Claim and Release (“Proof of Claim”) forms must be postmarked or emailed to the Claims Administrator on or before _____, 2017.
EXCLUDE YOURSELF NO LATER THAN _____, 2017	Get no payment. This is the only option that <i>potentially</i> allows you to ever be part of any other lawsuit against the Defendants or any other Released Persons about the legal claims being resolved by this Settlement. Exclusions must be mailed and <i>received</i> by the Claims Administrator on or before _____, 2017.
OBJECT NO LATER THAN _____, 2017	Write to the Court about why you do not like the Settlement, the Plan of Allocation, the request for attorneys’ fees, costs, and expenses, and/or Plaintiffs’ request for reimbursement of expenses. You will still be a member of the Class. Objections must be <i>received</i> by the Court and counsel on or before _____, 2017.
GO TO THE HEARING ON _____, 2017	Ask to speak in Court about the fairness of the Settlement. Requests to speak must be received by the Court and counsel on or before _____, 2017.
DO NOTHING	Receive no payment. You will, however, still be a member of the Class, which means that you give up your right to ever be part of any other lawsuit against the Defendants or any other Released Persons about the legal claims being resolved in this Settlement and you will be bound by any judgments or orders entered by the Court in the Action.

¹ All capitalized terms used in this Internet Long Form Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation and Agreement of Settlement dated May 22, 2017 (the “Stipulation”), which is available on the website www.strategicclaims.net/cmge.

SUMMARY OF THIS NOTICE

Statement of Class Recovery

The proposed Settlement creates a fund in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) in cash plus interest that accrues on the fund prior to distribution. The proposed Settlement represents an average recovery of approximately \$0.10 per share of CMGE ADS available for trading during the Class Period before the deduction of any taxes on the income earned on the Settlement Amount thereof, notice and administration costs, and the attorneys' fees, costs, and expenses as determined by the Court. **Class Members should note, however, that these are only estimates.** A Class Member's actual recovery from this fund will be a proportion of the Net Settlement Fund determined by that claimant's claims as compared to the total claims of all Class Members who submit valid Proofs of Claim. An individual Class Member may receive more or less than this estimated average amount. See the Plan of Allocation below for a more detailed description of how the settlement proceeds will be allocated among Class Members.

Statement of Potential Outcome of Case

The Settling Parties disagree on both liability and damages and do not agree on the amount of damages that would be recoverable if the Class prevailed on each claim alleged. The Defendants have denied and continue to deny specifically each and all of the claims and contentions alleged in the Action. The issues on which the Settling Parties disagree include, but are not limited to: (1) whether the statements made or facts allegedly omitted were false, material, or otherwise actionable under the federal securities laws; (2) the extent to which the various matters that Plaintiffs alleged were materially false or misleading influenced (if at all) the trading price of CMGE ADS; (3) the extent to which the various allegedly adverse material facts that Plaintiffs alleged were omitted influenced (if at all) the trading price of CMGE ADS; (4) the extent to which external factors, such as general market conditions, influenced the trading price of CMGE ADS; (5) the effect of various market forces influencing the trading price of CMGE ADS; (6) the amount by which the price of CMGE ADS was allegedly artificially inflated (if at all); and (7) the appropriate economic model for determining the amount by which the price of CMGE ADS was allegedly artificially inflated (if at all). Plaintiffs and Defendants do not agree on the average amount of damages per share that would be recoverable if Plaintiffs were to have prevailed on each claim asserted. The Defendants deny that they have violated the federal securities laws or any laws, and further deny that Plaintiffs and the Class suffered any damages as a result of their conduct.

In addition, the amount of damages recoverable by the Class was and is challenged by the Defendants. Recoverable damages in this case are limited to losses caused by conduct actionable under applicable law, and had the Action gone to trial, the Defendants intended to assert that all of the losses of Class Members were caused by non-actionable market, industry, general economic or company-specific factors, other than the revelation of the facts alleged to be misleadingly stated or omitted.

Reasons for the Settlement

Plaintiffs' principal reason for entering into the Settlement is the benefit to the Class now, without further risk or the delays inherent in continued litigation. Plaintiffs believe that the proposed Settlement is a fair and reasonable recovery and is in the best interests of the Class. The cash benefit under the Settlement must be considered against the significant risk that a smaller recovery – or, indeed, no recovery at all – might be achieved after contested motions, trial, and likely appeals, a process that could last several years into the future. For the Defendants, who have denied and continue to deny all allegations of liability, fault, or wrongdoing whatsoever, the principal reason for entering into the Settlement is to eliminate the uncertainty, risk, costs, and burdens inherent in any litigation, especially in complex cases such as this Action. The Defendants have concluded that further conduct of this Action could be protracted and distracting.

Statement of Attorneys' Fees and Expenses Sought

Lead Counsel have not received any payment for their services in conducting this Action on behalf of Plaintiffs and the members of the Class, nor have they been paid their litigation expenses. Since the Action's inception, Lead Counsel have expended time and effort in the prosecution of this Action on a wholly contingent basis and have advanced the expenses of the litigation in the expectation that if they were successful in obtaining a recovery for the Class they would be paid from such recovery. If the Settlement is approved by the Court, Lead Counsel will apply to the Court for an award of attorneys' fees of no more than 30% of the Settlement Amount, plus reimbursement of expenses not to exceed \$100,000, plus interest earned on both amounts at the same rate as earned by the Settlement Fund. In addition, the Plaintiffs may seek an amount not to exceed \$1,500 each for their costs and expenses incurred in connection with representing the Class in accordance with 15 U.S.C. §78u-4(a)(4). The requested attorneys' fees and expenses shall be paid from the Settlement Fund and amount to a maximum average cost of approximately \$0.04 per share of CMGE ADS.

Further Information

For further information regarding the Action, this Internet Long Form Notice or the Postcard Notice that you received in the mail, or to review the Stipulation, please contact the Claims Administrator toll-free at (866) 274-4004 or via email at info@strategicclaims.net, or visit the website www.strategicclaims.net/cmge. This Notice is not an expression of any opinion by the Court about the merits of any of the claims or defenses asserted by any party in this Action or the fairness or adequacy of the proposed Settlement.

For further information regarding this Settlement you may contact Lead Counsel: Kara M. Wolke, Glancy Prongay & Murray LLP, 1925 Century Park East, Suite 2100, Los Angeles, CA 90067, Telephone (888) 773-9224, or Email settlements@glancylaw.com.

Please Do Not Call the Court or Defendants with Questions About the Settlement.

BASIC INFORMATION

1. Why did I get the Postcard Notice?

The Postcard Notice was sent to you pursuant to an Order of a U.S. Federal Court because you or someone in your family or an investment account for which you serve as custodian may have purchased or otherwise acquired CMGE ADS during the period from April 26, 2013 through January 14, 2015, both dates inclusive (“Class Period”), including those investors who purchased ADS pursuant to CMGE’s Secondary Offering held on or about March 26, 2014 (the “Secondary Offering”).

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

The Court in charge of the Action is the United States District Court for the Southern District of New York (the “Court”), and the case is known as *In re China Mobile Games & Entertainment Group, Ltd Securities Litigation*, Civil Action No. 1:14-cv-04471-KMW. The judge presiding over the case is the Honorable Kimba M. Wood. The Court has appointed the law firm of Glancy, Prongay & Murray LLP as Lead Counsel. Johnnie Dormier is the Court-appointed Lead Plaintiff and Edward McCaffery and Charlie Chun are additional named plaintiffs (collectively, “Plaintiffs”). The Defendants are China Mobile Games & Entertainment Group Limited (“CMGE” or the “Company”), Ken Jian Xiao, Ken Fei Fu Chang, and Shuling Ying (“Ying”) (collectively, the “CMGE Defendants”), and Credit Suisse Securities (USA) LLC, Barclays Capital Inc., Jefferies LLC, Nomura Securities International, Inc., and Brean Capital, LLC² (collectively, the “Underwriter Defendants,” and together with the CMGE Defendants, the “Defendants”). The individuals representing the Class are the Plaintiffs, and the parties they sued are the Defendants.

2. What is this lawsuit about?

On June 20, 2014, a putative class action was filed in the United States District Court for the Southern District of New York alleging violations of federal securities laws and a second action was filed on June 26, 2014. On November 20, 2014, the Court consolidated the two actions and appointed Miran Segregated Portfolio Company – Miran Long Short Equity Segregated Portfolio (“Miran”) as lead plaintiff.

On February 2, 2015, Miran and plaintiff Charlie Chun filed a Consolidated Securities Class Action Complaint (“Consolidated Complaint”), asserting claims against the CMGE Defendants under Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder, against the Individual Defendants under Section 20(a) of the Exchange Act, and against all

² Brean Capital, LLC was named as an underwriter defendant in, but not served with, the complaints. Brean Capital, LLC therefore reserved and did not waive any rights based on the fact that it had not been served in this litigation, including but not limited to all rights to contest that it is a defendant in the action and all defenses including but not limited to those based on service of process and/or based on statutes of limitation and/or repose.

Defendants (except Ying) under Sections 11 and 15 of the Securities Act. Among other things, the Consolidated Complaint alleged that during the Class Period, Defendants made false and materially misleading statements regarding undisclosed related-party transactions with Shenzhen Zhongzheng Ruanyin Science & Technology Co., Ltd. (“Zhongzheng”) and CMGE’s alleged acts of bribery to curry favor with key distributors. The Consolidated Complaint also alleged that Defendants made false and misleading statements in the Secondary Offering documents disseminated in connection with CMGE’s public offering held on or about March 26, 2014. The Consolidated Complaint also alleges that when the market learned of the Company’s misrepresentations and omissions, the price of CMGE ADS fell, causing damage to purchasers of the Company’s stock during the Class Period. Defendants denied all of these allegations and filed a motion to dismiss the Consolidated Complaint on March 19, 2015, and on March 7, 2016, the Court granted Defendants’ motion, dismissing all claims with leave to amend.

On April 5, 2016, Miran notified the Court that it did not wish to prosecute this action further, and on June 8, 2016, the Court appointed Johnnie Dormier as the new lead plaintiff, and the firm Glancy Prongay & Murray LLP as the new lead counsel. On July 18, 2016, Plaintiffs filed the Second Consolidated Amended Securities Class Action Complaint (“SAC”), which included facts based on their further investigation of the alleged wrongdoing and an additional claim under Section 12 of the Securities Act. Defendants filed a motion to dismiss the SAC on September 2, 2016. Plaintiffs filed their opposition on October 17, 2016, and Defendants filed their reply on November 7, 2016.

While Defendants’ Motion to Dismiss was still pending before the Court, the Settling Parties engaged the services of a well-respected third-party mediator Jed Melnick, Esq. and participated in a full-day mediation session. The Settling Parties ultimately agreed to settle the Action and on March 23, 2017, the Settling Parties informed the Court that they had agreed to a comprehensive resolution of all claims in this Action.

Defendants deny each and all of the claims and contentions of wrongdoing alleged by Plaintiffs in the Action. Defendants contend that they did not make any materially false or misleading statements, they disclosed all material information required to be disclosed by the federal securities laws, and any alleged misstatements or omissions were not made with the requisite intent or knowledge of wrongdoing. Defendants also contend that any losses suffered by members of the Class were not caused by any false or misleading statements by them and/or were caused by intervening events.

3. Why is there a settlement?

The Court has not decided in favor of the Defendants or of the Plaintiffs. Instead, both sides agreed to the Settlement to avoid the distraction, costs, and risks of further litigation, and Plaintiffs agreed to the Settlement in order to ensure that Class Members will receive compensation.

WHO IS IN THE SETTLEMENT

4. How do I know if I am a Member of the Class?

The Court directed that everyone who fits this description is a Class Member: *all Persons who purchased or otherwise acquired publicly traded CMGE ADS between April 26, 2013 and January 14, 2015, both dates inclusive, including those investors who purchased ADS pursuant to CMGE's Secondary Offering, and who were damaged by Defendants' alleged violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and/or Sections 11, 12, and 15 of the Securities Act of 1933.*

Excluded from the Class are Defendants, the officers and directors of the Company, at all relevant times, members of their immediate families and their legal representatives, heirs, successors or assigns, any entity in which a Defendant has or had a controlling interest, Zhongzheng, Juan Du, and Chenghai Dan. The Underwriter Defendants or any entity in which any of the Underwriter Defendants has or had a controlling interest (for purposes of this paragraph, together an "Underwriter Defendant-Controlled Entity") are excluded from the Class only to the extent that such Underwriter Defendant-Controlled Entity itself purchased a proprietary (*i.e.* for its own account) interest in CMGE ADS. To the extent that an Underwriter Defendant-Controlled Entity purchased CMGE ADS in a fiduciary capacity or otherwise on behalf of any third-party client, account, fund, trust, or employee benefit plan that otherwise falls within the Class, neither such Underwriter Defendant-Controlled Entity nor the third-party client, account, fund, trust, or employee benefit plan shall be excluded from the Class with respect to such CMGE ADS. Also excluded from the Class are any Persons who exclude themselves by submitting a request for exclusion that is accepted by the Court, in accordance with the requirements set forth in question 11 below.

Please Note: Receipt of the Postcard Notice does not mean that you are a Class Member or that you will be entitled to receive a payment from the Settlement. If you are a Class Member and you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Proof of Claim form and the required supporting documentation as set forth therein, postmarked or submitted online on or before _____.

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

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator toll-free at (866) 274-4004, email info@strategicclaims.net, or you can fill out and return the Proof of Claim form to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the Settlement provide?

The Settlement provides that, in exchange for the release of the Released Claims (defined below) and dismissal of the Action, Defendants have agreed that \$1.5 million will be paid by Defendants (or on their behalf) to be distributed to Class Members who submit a valid Proof of Claim form pursuant to the Court-approved Plan of Allocation.

7. How much will my payment be?

At this time, it is not possible to make any determination as to how much any individual Class Member may receive from the Settlement. Your share of the Net Settlement Fund will depend on several things, including the total amount of claims represented by the valid Proof of Claim forms that Class Members send in, compared to the amount of your Claim, all as calculated under the Plan of Allocation discussed below in question 20.

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM**8. How can I get a payment?**

To be eligible to receive a payment from the Settlement, you must submit a Proof of Claim form. A Proof of Claim form is available and may be downloaded at www.strategicclaims.net/cmge, and can be mailed upon request from the Claims Administrator (call toll-free: (866) 274-4004 or email: info@strategicclaims.net). Read the instructions carefully, fill out the Proof of Claim form, include all the documents the form asks for, sign it, and mail or email it so that it is postmarked or received by the Claims Administrator no later than _____, 2017 at:

China Mobile Games & Entertainment Group Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson Street, Suite 3
Media, PA 19063
Email: info@strategicclaims.net

9. When would I get my payment?

The Court will hold a Settlement Hearing on _____, 2017, at _____m., to decide whether to approve the Settlement. If the Court approves the Settlement, there might be appeals. It is always uncertain whether appeals can be resolved, and if so, how long it would take to resolve them. It also takes time for all the Proofs of Claim to be processed. Please be patient.

10. What am I giving up to get a payment or to stay in the Class?

If you remain a Class Member, and if the Settlement is approved, you will give up all “Released Plaintiffs’ Claims” (as defined below), including “Unknown Claims” (as defined below), against the “Released Persons” (as defined below):

- “Defendants’ Related Persons” means, with respect to the Defendants, each and all of their respective present or former parents, subsidiaries, affiliates, successors and assigns, and each and all of their respective present or former officers, directors, employees, employers, attorneys, accountants, financial advisors, commercial bank lenders, insurers, reinsurers, investment bankers, representatives, general and limited partners and partnerships, heirs, executors, administrators, successors, affiliates, agents, spouses, associates, and assigns of

each of them or any trust of which any Defendant and/or Defendants' Related Persons is the settlor or which is for the benefit of any Defendant and/or Defendants' Related Persons and/or member(s) of his or her family and any entity in which any such Defendant and/or Defendants' Related Persons has a controlling interest.

- “Released Claims” means all Released Defendants’ Claims and all Released Plaintiffs’ Claims.
- “Released Defendants’ Claims” means any and all claims and causes of action of every nature and description, whether known claims or Unknown Claims (as defined below), whether arising under federal, state, common, or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action against the Defendants. Released Defendants’ Claims do not include: (i) any claims relating to the enforcement of the Settlement; and (ii) any claims against any Person who submits a request for exclusion from the Class that is accepted by the Court.
- “Released Persons” means each and all of Defendants and each and all of Defendants’ Related Persons.
- “Released Plaintiffs’ Claims” means any and all claims, and causes of action of every nature and description, whether known claims or Unknown Claims (as defined below), whether arising under federal, state, common, or foreign law, that Plaintiffs or any other Member of the Class: (i) asserted in the Consolidated Complaint or the SAC; or (ii) could have asserted in any forum that arise out of, relate to, or are based upon the allegations, acts, facts, transactions, events, matters or occurrences, disclosures, statements, failures to act, representations or omissions involved, set forth, or referred to in the Consolidated Complaint or SAC and that relate to the purchase of CMGE ADS during the Class Period. Released Plaintiffs’ Claims do not include: (i) any claims relating to the enforcement of the Settlement; and (ii) any claims against any Person who submits a request for exclusion from the Class that is accepted by the Court.
- “Unknown Claims” means any Released Plaintiffs’ Claims which any Plaintiff or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Defendants’ Claims which any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Persons, or might have affected his, her, or its decision not to object to this Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs and Defendants shall expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived to the fullest extent permitted by law the provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is

similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

Plaintiffs, Defendants, and Class Members may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiffs and Defendants shall expressly, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, whether or not previously or currently asserted in any action. Plaintiffs and Defendants acknowledge, and the Class Members and each of Defendants' Related Persons shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and an essential term of the Settlement of which this release is a part.

EXCLUDING YOURSELF FROM THE CLASS

If you do not want to participate in this Settlement, and you want to keep the right to potentially sue the Defendants and the other Released Persons, on your own, about the claims being released by the Settlement, then you must take steps to remove yourself from the Settlement. This is called excluding yourself – or is sometimes referred to as “opting out.”

11. How do I get out of the Class and the proposed Settlement?

To exclude yourself from the Class, you must send a letter by First-Class Mail stating that you “request exclusion from the Class in the *China Mobile Games & Entertainment Group, Ltd Securities Litigation*.” Your letter must include your purchases and sales of CMGE ADS during the Class Period, including the dates, the number of shares of CMGE ADS purchased, otherwise acquired or sold, and price paid or received for each such purchase, acquisition or sale. In addition, you must include your name, address, telephone number, and your signature. You must mail your exclusion request so that it is **received no later than _____, 2017** to:

China Mobile Games & Entertainment Group Litigation
 c/o Strategic Claims Services
 P.O. Box 230
 600 N. Jackson Street, Suite 3
 Media, PA 19063

If you ask to be excluded, you will not get any payment from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue the Defendants and the other Released Persons in the future.

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

No. Unless you exclude yourself, you give up any rights you may potentially have to sue the Defendants and the other Released Persons for any and all Released Claims. If you have a pending lawsuit against the Released Persons speak to your lawyer in that case immediately. You must exclude yourself from the Class in this Action to continue your own lawsuit. Remember, the exclusion deadline is _____, 2017.

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

No. If you exclude yourself, you should not send in a Proof of Claim form to ask for any money. But you may have the right to potentially sue or be part of a different lawsuit against the Defendants and the other Released Persons.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court ordered that the law firm of Glancy Prongay & Murray LLP to represent the Class Members, including you. These lawyers are called Lead Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Lead Counsel will apply to the Court for an award of attorneys' fees for an amount up to 30% of the Settlement Amount and for reimbursement of expenses in an amount not to exceed \$100,000 in connection with the litigation, plus interest on such fees and expenses at the same rate earned by the Settlement Fund. In addition, the Plaintiffs may seek an amount not to exceed \$1,500 each for their costs and expenses incurred in connection with representing the Class in accordance with 15 U.S.C. §78u-4(a)(4). Such sums as may be approved by the Court will be paid from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I object to the proposed Settlement?

If you are a Class Member, you can comment or object to the proposed Settlement, the proposed Plan of Allocation, Lead Counsel's fee and expense application, and/or Plaintiffs' request for costs and expenses. You can write to the Court setting out your comment or objection. The Court will consider your views. To comment or object, you must send a signed letter saying that you want to comment on or object to the proposed Settlement in the *China*

Mobile Games & Entertainment Group, Ltd Securities Litigation. Include your name, address, telephone number, and your signature, identify the date(s), price(s), and number(s) of shares of CMGE ADS that you purchased, acquired and sold during the Class Period, and state your comments or the reasons why you object to the proposed Settlement. Your comments or objection must be filed with the Court and mailed or delivered to each of the following addresses such that it is **received no later than _____, 2017:**

COURT	LEAD COUNSEL	DEFENDANTS' COUNSEL
UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK Daniel Patrick Moynihan United States Courthouse 500 Pearl St. New York, NY 10007	GLANCY PRONGAY & MURRAY LLP Kara M. Wolke 1925 Century Park East Suite 2100 Los Angeles, CA 90067	KIRKLAND & ELLIS LLP Andrew B. Clubok Adam T. Humann 601 Lexington Avenue New York, NY 10022 SHEARMAN & STERLING LLP Adam S. Hakki Daniel C. Lewis 599 Lexington Avenue New York, NY 10022

THE COURT'S SETTLEMENT HEARING

The Court will hold a hearing to decide whether to approve the proposed Settlement. You may attend and you may ask to speak, but you do not have to.

17. When and where will the Court decide whether to approve the proposed Settlement?

The Court will hold a Settlement Hearing at _____.m., on _____, 2017, in the Courtroom of the Honorable Kimba M. Wood, at the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl St., New York, New York 10007. At the hearing the Court will consider whether the Settlement and the Plan of Allocation are fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to award to Lead Counsel and the Plaintiffs. After the Settlement Hearing, the Court will decide whether to approve the Settlement and the Plan of Allocation. We do not know how long these decisions will take. You should be aware that the Court may change the date and time of the Settlement Hearing without another notice being sent to Class Members. If you want to attend the hearing, you should check beforehand with Lead Counsel or the Settlement website at www.strategicclaims.net/cmge to be sure that the date and/or time has not changed.

18. Do I have to come to the hearing?

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

19. May I speak at the hearing?

If you object to the Settlement, the Plan of Allocation, or the fee and expense application, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your written objection (*see* question 16 above) a statement saying that it is your “Notice of Intention to Appear in the *China Mobile Games & Entertainment Group, Ltd Securities Litigation*.” Persons who intend to object to the Settlement, the Plan of Allocation, and/or any attorneys’ fees and expenses to be awarded to Lead Counsel or Plaintiffs and desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing.

THE PROPOSED PLAN OF ALLOCATION

20. How will the Net Settlement Fund be Distributed?

If the Settlement is approved by the Court, the “Net Settlement Fund” (that is, the Settlement Fund less (a) all federal, state and/or local taxes on any income earned by the Settlement Fund and the reasonable costs incurred in connection with determining the amount of and paying taxes owed by the Settlement Fund (including reasonable expenses of tax attorneys and accountants); (b) the costs and expenses incurred in connection with providing notice to Class Members and administering the Settlement on behalf of Class Members; (c) any attorneys’ fees and expenses awarded by the Court) will be distributed to Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal or review, whether by certiorari or otherwise, has expired.

The Plan of Allocation is a matter separate and apart from the proposed Settlement, and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement. The Court may approve the Plan of Allocation with or without modifications agreed to among the parties, or another plan of allocation, without further notice to Class Members. Any orders regarding a modification of the Plan of Allocation will be posted to the Claims Administrator’s website, www.strategicclaims.net/cmge.

The Claims Administrator shall determine each Authorized Claimant’s *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant’s Recognized Loss.

Please Note: The Recognized Loss formula, set forth below, is not intended to be an estimate of the amount of what a Class Member might have been able to recover after a trial, nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants. To the extent there are sufficient funds remaining in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's Recognized Loss. If, however, the Net Settlement Fund is not sufficient to pay the total Recognized Loss of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's Recognized Loss bears to the total Recognized Losses of all Authorized Claimants (*i.e.*, "*pro rata* share") No distribution will be made on a claim where the potential distribution amount is less than ten dollars (\$10.00) in cash.

If any of the Net Settlement Fund remains by reason of uncashed checks, or otherwise, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in the distribution of the Net Settlement Fund cash their distribution checks, then any balance remaining in the Net Settlement Fund six (6) months after the initial distribution of such funds shall be used: (i) first, to pay any amounts mistakenly omitted from the initial distribution to Authorized Claimants or to pay any late, but otherwise valid and fully documented claims received after the cut-off date used to make the initial distribution, provided that such distributions to any late post-distribution claimants meet all of the other criteria for inclusion in the initial distribution, including the \$10.00 minimum check amount set forth in the Notice; (ii) second, to pay any additional Notice and Administrative Expenses incurred in administering the Settlement; and (iii) finally, to make a second distribution to Authorized Claimants who cashed their checks from the initial distribution and who would receive at least \$10.00 from such second distribution, after payment of the estimated costs or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if such second distribution is economically feasible. If six (6) months after such second distribution, if any, or if such second distribution is not undertaken, any funds shall remain in the Net Settlement Fund after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in this Settlement cash their checks, any funds remaining in the Net Settlement Fund shall be donated to a secular non-profit 501(c)(3) organization(s) selected by Lead Counsel.

CALCULATION OF RECOGNIZED LOSS AMOUNTS

I. Recognized Loss Calculation of Publicly Traded CMGE ADS Purchased or Acquired (excluding ADS purchased in the Secondary Offering that closed on or about March 26, 2014) during the Class Period:

1. For shares purchased or acquired on or between April 26, 2013 and June 18, 2014:
 - A. For shares retained at the close of trading on April 15, 2015, the Recognized Loss shall be the lesser of:
 - (1) \$5.96 per share; or

- (2) the difference between the purchase or acquisition price per share and \$17.88 per share.³
 - B. For shares retained at the end of trading on January 15, 2015 and sold on or between January 16, 2015 and April 15, 2015, the Recognized Loss shall be the lesser of:
 - (1) \$5.96 per share; or
 - (2) the difference between the purchase or acquisition price per share and the average closing price per share as of the date of sale as set forth in Table A below.⁴
 - C. For shares sold on or between April 26, 2013 and June 18, 2014, the Recognized Loss shall be zero.
 - D. For shares sold on or between June 19, 2014 and January 15, 2015, the Recognized Loss shall be the lesser of:
 - (1) \$4.16 per share; or
 - (2) the difference between the purchase or acquisition price per share and the sales price per share.
2. For shares purchased or acquired on or between June 19, 2014 and January 14, 2015:
- A. For shares retained at the close of trading on April 15, 2015 the Recognized Loss shall be the lesser of:
 - (1) \$1.80 per share; or
 - (2) the difference between the purchase or acquisition price per share and \$17.88 per share.
 - B. For shares retained at the end of trading on January 15, 2015 and sold on or between January 16, 2015 and April 15, 2015, the Recognized Loss shall be the lesser of:
 - (1) \$1.80 per share; or
 - (2) the difference between the purchase or acquisition price per share and the average closing price per share as of the date of sale as set forth in Table A below.

³ Pursuant to Section 21(D)(e)(1) of the Private Securities Litigation Reform Act of 1995 (PSLRA), "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day look back period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated." \$17.88 per share was the mean (average) daily closing trading price of CMGE's ADS during the 90-day look back period beginning on January 16, 2015 and ending on April 15, 2015.

⁴ Losses on securities purchased or acquired during the Class Period and sold during the PSLRA 90-day look back period cannot exceed the difference between the purchase price paid during the Class Period and the rolling average of the closing price during the 90-day look-back period as of the date of sale.

- C. For shares sold on or between June 19, 2014 and January 15, 2015, the Recognized Loss shall be zero.

II. Recognized Loss Calculation of ADS Purchased in the Secondary Offering that closed on or about March 26, 2014:

- A. For shares retained at the close of trading on June 20, 2014⁵, the Recognized Loss shall be the lesser of:
 - (1) \$5.96 per share; or
 - (2) the difference between the purchase price per share (not to exceed the Secondary Offering price of \$24.00 per share) minus \$12.53 per share.⁶
- B. For shares sold on or before June 18, 2014, the Recognized Loss shall be zero.
- C. For shares sold on June 19, 2014 or June 20, 2014, the Recognized Loss shall be the lesser of:
 - (1) \$4.16 per share; or
 - (2) the difference between the purchase price per share (not to exceed the Secondary Offering price of \$24 per share) and the sales price per share.

ADDITIONAL PROVISIONS

If a Class Member has more than one purchase, acquisition, or sale of CMGE ADS during the Class Period, all purchases, acquisition, and sales shall be matched on a First In, First Out (“FIFO”) basis. Class Period sales will be matched first against any CMGE ADS held at the beginning of the Class Period, and then against purchases or acquisitions in chronological order, beginning with the earliest purchase or acquisition made during the Class Period. Class Period sales matched at the beginning of the Class Period shall be excluded from the calculation of Recognized Losses. Purchases, acquisitions, and sales of CMGE ADS shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance, or operation of law of CMGE ADS during the Class Period shall not be deemed a purchase, acquisition, or sale of ADS for the calculation of an Authorized Claimant’s Recognized Loss amount for these shares nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase of such ADS unless: (i) the donor or decedent purchased or otherwise acquired such CMGE ADS during the Class Period; (ii) no Proof of Claim form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such ADS; and (iii) the assignment is specifically provided for in the instrument of gift or assignment.

The date of covering a “short sale” is deemed to be the date of purchase or acquisition of CMGE ADS. The date of a “short sale” is deemed to be the date of sale of CMGE ADS. The

⁵ This is the date the initial complaint was filed.

⁶ This is the estimated true value of CMGE’s ADS on June 20, 2014, the date the initial complaint was filed.

Recognized Loss for “short sales” is zero. In the event that there is an opening short position in CMGE ADS, the earliest Class Period purchases or acquisition shall be matched against such opening short position, and not be matched against sales, until that short position is fully covered.

To the extent, a Claimant had a market gain from his, her, or its overall transactions in CMGE ADS during the Class Period, the value of the claim will be zero. Such Claimants will, in any event, be bound by the Settlement. To the extent that a Claimant suffered an overall market loss during the Class Period, but that market loss was less than the total Recognized Loss calculated above, then the Claimant’s Recognized Loss shall be limited to the amount of the actual market loss.

TABLE A

<u>Date</u>	<u>Closing Price</u>	<u>Average Closing Price</u>	<u>Date</u>	<u>Closing Price</u>	<u>Average Closing Price</u>
1/16/2015	\$17.54	\$17.54	3/4/2015	\$17.49	\$17.08
1/20/2015	\$18.00	\$17.77	3/5/2015	\$17.25	\$17.08
1/21/2015	\$17.30	\$17.61	3/6/2015	\$18.30	\$17.12
1/22/2015	\$17.51	\$17.59	3/9/2015	\$18.21	\$17.15
1/23/2015	\$17.43	\$17.56	3/10/2015	\$18.98	\$17.20
1/26/2015	\$17.46	\$17.54	3/11/2015	\$18.21	\$17.23
1/27/2015	\$17.28	\$17.50	3/12/2015	\$18.79	\$17.27
1/28/2015	\$16.78	\$17.41	3/13/2015	\$18.06	\$17.29
1/26/2015	\$16.71	\$17.33	3/16/2015	\$17.90	\$17.31
1/30/2015	\$16.15	\$17.22	3/17/2015	\$17.31	\$17.31
2/2/2015	\$16.20	\$17.12	3/18/2015	\$18.00	\$17.32
2/3/2015	\$16.47	\$17.07	3/19/2015	\$17.85	\$17.33
2/4/2015	\$16.68	\$17.04	3/20/2015	\$18.11	\$17.35
2/5/2015	\$16.47	\$17.00	3/23/2015	\$19.34	\$17.40
2/6/2015	\$16.29	\$16.95	3/24/2015	\$19.50	\$17.44
2/9/2015	\$16.41	\$16.92	3/25/2015	\$19.64	\$17.49
2/10/2015	\$15.48	\$16.83	3/26/2015	\$18.71	\$17.51
2/11/2015	\$15.50	\$16.76	3/27/2015	\$18.44	\$17.53
2/12/2015	\$15.76	\$16.71	3/30/2015	\$17.60	\$17.53
2/13/2015	\$16.13	\$16.68	3/31/2015	\$16.67	\$17.52
2/17/2015	\$16.66	\$16.68	4/1/2015	\$17.12	\$17.51
2/18/2015	\$16.90	\$16.69	4/2/2015	\$17.67	\$17.51
2/19/2015	\$17.80	\$16.74	4/6/2015	\$17.73	\$17.52
2/20/2015	\$18.39	\$16.80	4/7/2015	\$18.99	\$17.54
2/23/2015	\$18.39	\$16.87	4/8/2015	\$21.48	\$17.61
2/24/2015	\$18.04	\$16.91	4/9/2015	\$20.36	\$17.66
2/25/2014	\$17.61	\$16.94	4/10/2015	\$20.23	\$17.71
2/26/2015	\$18.36	\$16.99	4/13/2015	\$20.84	\$17.76
2/27/2015	\$17.85	\$17.02	4/14/2015	\$20.75	\$17.81
3/2/2015	\$17.95	\$17.05	4/15/2015	\$21.86	\$17.88
3/3/2015	\$17.51	\$17.06			

GETTING MORE INFORMATION**21. How do I get more information?**

For even more detailed information concerning the matters involved in this Litigation, you can obtain answers to common questions regarding the proposed Settlement by contacting the Claims Administrator toll-free at (866) 274-4004. Reference is also made to the Stipulation of Settlement, to the pleadings in support of the Settlement, to the Orders entered by the Court and to the other settlement related papers filed in the Action, which may be downloaded from the Settlement website at www.strategicclaims.net/cmge, and which may be inspected at the Office of the Clerk of the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl St., New York, NY 10007, during regular business hours. For a fee, all papers filed in this Action are available at www.pacer.gov.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you purchased or acquired CMGE ADS during the Class Period for the beneficial interest of an individual or organization other than yourself, the Court has directed that, **WITHIN TEN (10) CALENDAR DAYS OF YOUR RECEIPT OF THE POSTCARD NOTICE**, you either (a) provide to the Claims Administrator the name and last known address of each person or organization for whom or which you purchased or acquired such securities during such time period or (b) request additional copies of the Postcard Notice, which will be provided to you free of charge, and within ten (10) days mail the Postcard Notice directly to the beneficial owners of the securities referred to herein. If you choose to follow alternative procedure (b), upon such mailing, you must send a statement to the Claims Administrator confirming that the mailing was made as directed and retain the names and addresses for any future mailings to Class Members. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Your reasonable expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Claims Administrator:

China Mobile Games & Entertainment Group Litigation

c/o Strategic Claims Services

P.O. Box 230

600 N. Jackson Street, Suite 3

Media, PA 19063

Tel: (866) 274-4004

Fax: (610) 565-7985

Email: info@strategicclaims.net

DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE.

DATED: _____, 2017

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE CHINA MOBILE GAMES &
ENTERTAINMENT GROUP, LTD
SECURITIES LITIGATION

This Document Relates To: All Actions

CASE NO. 1:14-CV-04471 (KMW)

Exhibit A-2

PROOF OF CLAIM AND RELEASE

Deadline for Submission: _____, 2017

IF YOU PURCHASED OR OTHERWISE ACQUIRED PUBLICLY TRADED AMERICAN DEPOSITORY SHARES (“ADS”) OF CHINA MOBILE GAMES & ENTERTAINMENT GROUP LIMITED (“CMGE”) BETWEEN APRIL 26, 2013 AND JANUARY 14, 2015, INCLUSIVE (“CLASS PERIOD”), YOU MAY BE A CLASS MEMBER AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT PROCEEDS.

I. GENERAL INSTRUCTIONS

1. To recover as a member of the Class based on your claims in the action entitled *In re China Mobile Games & Entertainment Group, Ltd. Securities Litigation*, Case No. 1:14-cv-04471 (the “Action”), you must complete and, on page __ hereof, sign this Proof of Claim and Release. If you fail to file a properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement of the Action.

2. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of the Settlement of the Action.

3. YOU MUST EMAIL OR MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE _____, 2017, ADDRESSED AS FOLLOWS TO THE CLAIMS ADMINISTRATOR:

China Mobile Games & Entertainment Group Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson Street, Suite 3
Media, PA 19063

-or-

Email: info@strategicclaims.net

If you are NOT a member of the Class (as defined in the Postcard Notice or Notice of (I) Pendency and Proposed Settlement of Class Action; (II) Settlement Fairness hearing; and (III) Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses (the "Internet Long Form Notice")), DO NOT submit a Proof of Claim and Release form.

4. If you are a member of the Class and you do not timely request exclusion in connection with the proposed Settlement, you will be bound by the terms of any judgment entered in the Action, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.

II. CLAIMANT IDENTIFICATION

If you purchased or otherwise acquired the publicly traded ADS of CMGE during the Class Period, and held the ADS in your name, you are the beneficial purchaser as well as the record purchaser. If, however, you purchased or otherwise acquired ADS that was registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

Use Part I of this form entitled "Claimant Identification" to identify each purchaser of record ("nominee"), if different from the beneficial purchaser of the common stock which form the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH

PURCHASER(S) OR ACQUIRER(S) OF THE COMMON STOCK UPON WHICH THIS CLAIM IS BASED.

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

If you are acting in a representative capacity on behalf of a Class Member (for example, as an executor, administrator, trustee, or other representative), you must submit evidence of your current authority to act on behalf of that Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request to, or may be requested to, submit information regarding their transactions in electronic files. All claimants MUST submit a manually signed paper Proof of Claim and Release form listing all their transactions whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at (866) 274-4004 or email info@strategicclaims.net to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgement of receipt and acceptance of electronically submitted data.

III. CLAIM FORM

Use Part II of this form entitled “Schedule of Transactions in CMGE ADS” to supply all required details of your transaction(s) in CMGE ADS. If you need more space or additional

schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

On the schedules, provide all of the requested information with respect to *all* of your purchases, acquisitions and *all* of your sales of CMGE ADS from April 26, 2013 through and including April 15, 2015, inclusive, whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to *all* of the CMGE ADS you held at the close of trading on April 25, 2013 and April 15, 2015. Failure to report all such transactions may result in the rejection of your claim.

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

The date of covering a “short sale” is deemed to be the date of purchase or acquisition of CMGE ADS. The date of a “short sale” is deemed to be the date of sale of CMGE ADS.

Copies of stockbroker confirmation slips, stockbroker statements, or other documents evidencing your transactions in CMGE ADS should be attached to your claim. If any such documents are not in your possession, please obtain a copy or equivalent documents from your broker because these documents are necessary to prove and process your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re China Mobile Games & Entertainment Group, Ltd. Securities Litigation
Case No. 1:14-cv-04471

PROOF OF CLAIM AND RELEASE

Must Be Emailed or Postmarked No Later Than:

_____, 2017

Please Type or Print in Blue or Black Ink

PART I: CLAIMANT IDENTIFICATION

Beneficial Owner's Name (First, Middle, Last):		
Record Owner's Name (if different from beneficial owner listed above):		
Address:		
City:	State:	ZIP:
Foreign Province:	Foreign Country:	
Day Phone:	Evening Phone:	
Email:		
Social Security Number (for individuals):	OR	Taxpayer Identification Number (for estates, trusts, corporations, etc.):

____ IRA ____ Joint Tenancy ____ Employee ____ Individual ____
Other _____

PART II: SCHEDULE OF TRANSACTIONS IN CMGE ADS**Beginning Holdings:**

- A. State the total number of CMGE ADS held at the close of trading on April 25, 2013, long or short (*must be documented*).

Purchases:

- B. Separately list each and every open market purchase or acquisition of CMGE ADS during the period from April 26, 2013 through and including April 15, 2015, and provide the following information (*must be documented*):

Trade/Acquisition Date (List Chronologically) (Month/Day/Year)	Number of Shares Purchased/Acquired	Price per Share	Total Cost (Excluding Commissions, Taxes, and Fees)

Sales:

- C. Separately list each and every sale of CMGE ADS during the period from April 26, 2013 through and including April 15, 2015, and provide the following information (*must be documented*):

Trade Date (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Price per Share	Amount Received (Excluding Commissions, Taxes, and Fees)

Ending Holdings:

- D. State the total number of shares of CMGE ADS owned at the close of trading on April 15, 2015, long or short (*must be documented*).

If additional space is needed, attach separate sheets in the same format as above, and print your name and Social Security or Taxpayer Identification number at the top of each sheet.

YOU MUST READ AND SIGN THE RELEASE ON PAGE _ . FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR REJECTION OF YOUR CLAIM.

I. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Stipulation and Agreement of Settlement (“Stipulation”) described in the Postcard Notice and the Internet Long Form Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim in connection with the same purchases of CMGE ADS and know of no other person having done so on my (our) behalf.

II. RELEASE

1. Upon the Effective Date of the Settlement, I (we) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release and discharge from the Released Plaintiffs’ Claims each and all of the Released Persons as provided in the Settlement Agreement.

2. “Defendants” means China Mobile Games & Entertainment Group Limited, Ken Jian Xiao, Ken Fei Fu Chang, Shuling Ying, Credit Suisse Securities (USA) LLC, Barclays Capital Inc., Jefferies LLC, Nomura Securities International, Inc., and Brean Capital, LLC.¹

3. “Defendants’ Related Persons” means, with respect to the Defendants, each and all of their respective present or former parents, subsidiaries, affiliates, successors and assigns,

¹ Brean Capital, LLC was named as an underwriter defendant in, but not served with, the complaints. Brean Capital, LLC therefore reserved and did not waive any rights based on the fact that it had not been served in this litigation, including but not limited to all rights to contest that it is a defendant in the action and all defenses including but not limited to those based on service of process and/or based on statutes of limitation and/or repose.

and each and all of their respective present or former officers, directors, employees, employers, attorneys, accountants, financial advisors, commercial bank lenders, insurers, reinsurers, investment bankers, representatives, general and limited partners and partnerships, heirs, executors, administrators, successors, affiliates, agents, spouses, associates, and assigns of each of them or any trust of which any Defendant and/or Defendants' Related Persons is the settlor or which is for the benefit of any Defendant and/or Defendants' Related Persons and/or member(s) of his or her family and any entity in which any such Defendant and/or Defendants' Related Persons has a controlling interest.

4. "Released Claims" means all Released Defendants' Claims and all Released Plaintiffs' Claims.

5. "Released Defendants' Claims" means any and all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common, or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action against the Defendants. Released Defendants' Claims do not include: (i) any claims relating to the enforcement of the Settlement; and (ii) any claims against any Person who submits a request for exclusion from the Class that is accepted by the Court

6. "Released Persons" means each and all of Defendants and each and all of Defendants' Related Persons.

7. "Released Plaintiffs' Claims" means any and all claims and causes of action of every nature and description, whether known claims or Unknown Claims (as defined in ¶8 below), whether arising under federal, state, common, or foreign law, that Plaintiffs or any other Member of the Class: (i) asserted in the Consolidated Complaint or the SAC; or (ii) could have asserted in any forum that arise out of, relate to, or are based upon the allegations, acts, facts,

transactions, events, matters or occurrences, disclosures, statements, failures to act, representations or omissions involved, set forth, or referred to in the Consolidated Complaint or SAC and that relate to the purchase of CMGE ADS during the Class Period. Released Plaintiffs' Claims do not include: (i) any claims relating to the enforcement of the Settlement; and (ii) any claims against any Person who submits a request for exclusion from the Class that is accepted by the Court.

8. "Unknown Claims" means any Released Plaintiffs' Claims which any Plaintiff or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Defendants' Claims which any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her, or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her, or its decision not to object to this Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs and Defendants shall expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived to the fullest extent permitted by law the provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

Plaintiffs, Defendants, and Class Members may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiffs and Defendants shall expressly, and each

Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, whether or not previously or currently asserted in any action. Plaintiffs and Defendants acknowledge, and the Class Members and each of Defendants' Related Persons shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and an essential term of the Settlement of which this release is a part.

9. This release shall be of no force or effect unless and until the Court approves the Stipulation and the Settlement becomes effective on the Effective Date.

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

11. I (We) hereby warrant and represent that I (we) have included information about all of my (our) purchases, acquisitions, and sales of CMGE ADS between April 26, 2013 through and including April 15, 2015, both dates inclusive, and the number of CMGE ADS held by me (us) at the close of trading on April 25, 2013 and April 15, 2015.

12. I (We) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

Note: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

13. I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this _____ day of _____
(Month/Year)
in _____, _____.
(City) (State/Country)

(Sign your name here)

(Type or print your name here)

(Capacity of person(s) signing, *e.g.*, Beneficial
Purchaser or Acquirer, Executor or Administrator)

(Sign your name here)

(Type or print your name here)

(Capacity of person(s) signing, *e.g.*, Beneficial
Purchaser or Acquirer, Executor or Administrator)

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

Reminder Checklist:

1. Please sign and date the above release and declaration. If this Proof of Claim and Release is submitted on behalf of joint claimants, then both claimants must sign.
2. Remember to attach supporting documentation, if available.
3. DO NOT send original stock certificates.
4. Keep a copy of everything you submit for your records, including your Proof of Claim and Release form.
5. If you desire an acknowledgment of receipt of your mailed claim form, please send it Certified Mail, Return Receipt Requested.
6. If you move after submitting this Proof of Claim and Release, please notify the Claims Administrator of the change in your address.

**THIS PROOF OF CLAIM AND RELEASE MUST BE SUBMITTED VIA EMAIL OR
POSTMARKED NO LATER THAN _____, 2017, ADDRESSED AS FOLLOWS:**

China Mobile Games & Entertainment Group Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson Street, Suite 3
Media, PA 19063
Tel: (866) 274-4004
Fax: (610) 565-7985

-or-

Email: info@strategicclaims.net

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE CHINA MOBILE GAMES &
ENTERTAINMENT GROUP, LTD
SECURITIES LITIGATION

This Document Relates To: All Actions

CASE NO. 1:14-CV-04471 (KMW)

Exhibit A-3

**SUMMARY NOTICE OF (I) PENDENCY AND PROPOSED SETTLEMENT;
(II) SETTLEMENT FAIRNESS HEARING; AND
(III) MOTION FOR AN AWARD OF ATTORNEYS' FEES
AND REIMBURSEMENT OF LITIGATION EXPENSES**

**TO: ALL PERSONS WHO PURCHASED OR OTHERWISE ACQUIRED PUBLICLY
TRADED AMERICAN DEPOSITORY SHARES ("ADS") OF CHINA MOBILE
GAMES & ENTERTAINMENT GROUP LIMITED ("CMGE") BETWEEN
APRIL 26, 2013 AND JANUARY 14, 2015, INCLUSIVE ("CLASS PERIOD")**

***PLEASE READ THIS NOTICE CAREFULLY, YOUR RIGHTS WILL BE AFFECTED BY
A CLASS ACTION LAWSUIT PENDING IN THIS COURT.***

YOU ARE HEREBY NOTIFIED that pursuant to an Order of the United States District Court for the Southern District of New York, a hearing will be held on _____, 2017, at ____: ____m., before the Honorable Kimba M. Wood, United States District Judge, at the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, Courtroom 18B, 500 Pearl St., New York, NY 10007, for the purpose of determining (1) whether the proposed Settlement of the Action for the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) in cash should be approved by the Court as fair, reasonable, and adequate, which would result in this Action being dismissed with prejudice against the Released Persons as set forth in the Stipulation and Agreement of Settlement dated May 22, 2017; (2) whether the Plan of Allocation of settlement proceeds is fair, reasonable, and adequate and therefore should be approved; and (3) whether Lead Counsel's application for an award of attorneys' fees of no more than 30% of the Settlement Amount and reimbursement of expenses not to exceed \$100,000 should be approved.

If you purchased or otherwise acquired CMGE ADS during the Class Period, your rights may be affected by this Action and the Settlement and you may be entitled to share in the Settlement Fund. If you have not received a Postcard Notice of the Settlement, you may contact the Claims Administrator, Strategic Claims Services, at:

China Mobile Games & Entertainment Group Litigation
c/o Strategic Claims Services
P.O. Box 230

600 N. Jackson Street, Suite 3
Media, PA 19063
Tel: (866) 274-4004
Fax: (610) 565-7985
Email: info@strategicclaims.net

You can download a copy of the Settlement documents from www.strategicclaims.net/cmge, including: (1) the Postcard Notice; (2) the Notice of (I) Pendency and Proposed Settlement of Class Action; (II) Settlement Fairness Hearing; and (III) Motion for an Award of Attorneys' Fees and Reimbursement of Litigation (the "Internet Long Form Notice"); and (3) the Proof of Claim and Release form.

To participate in the Settlement, you must submit a completed Proof of Claim and Release form with the required documents postmarked or emailed no later than _____, 2017, establishing that you are entitled to a recovery. You will be bound by any judgment rendered in the Action unless you request to be excluded, in writing, to the above address, mailed and received by _____, 2017.

Any objections to the proposed Settlement, the proposed Plan of Allocation, or Lead Counsel's motion for attorneys' fees and reimbursement of expenses, must be filed with the Court and delivered to Lead Counsel and Defendants' counsel such that they are *received* no later than _____, 2017, in accordance with the instructions set forth in the Internet Long Form Notice, which can be downloaded at www.strategicclaims.net/cmge.

Inquiries about the Settlement, other than requests for of the Internet Long Form Notice or Proof of Claim and Release form, may be made to Lead Counsel:

GLANCY PRONGAY & MURRAY LLP
Kara M. Wolke
1925 Century Park East, Suite 2100
Los Angeles, CA 90067
Tel: (888) 773-9224
Email: settlements@glancylaw.com

Further information may also be obtained by directing your inquiry to the Claims Administrator. **PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.**

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE CHINA MOBILE GAMES &
ENTERTAINMENT GROUP, LTD
SECURITIES LITIGATION

This Document Relates To: All Actions

CASE NO. 1:14-CV-04471 (KMW)

Exhibit A-4

**POSTCARD NOTICE OF (I) PENDENCY AND PROPOSED SETTLEMENT
OF CLASS ACTION; (II) SETTLEMENT FAIRNESS HEARING;
AND (III) MOTION FOR AN AWARD OF ATTORNEYS' FEES
AND REIMBURSEMENT OF LITIGATION EXPENSES**

Court-Ordered Legal Notice

[Postage Prepaid]

Claims Administrator Name
Claims Administrator Address

Important Notice about a Securities Class Action Settlement.

You may be entitled to a CASH payment. This Notice may affect your legal rights. Please read it carefully.

Name
Address
City State Zip

*In re China Mobile Games & Entertainment Group, Ltd Securities Litigation
Case No. 1:14-cv-04471-KMW (S.D.N.Y.)*

THIS CARD PROVIDES ONLY LIMITED INFORMATION ABOUT THE SETTLEMENT. PLEASE VISIT WWW.STRATEGICCLAIMS.NET/CMGE FOR MORE INFORMATION.

There has been a proposed Settlement of claims against China Mobile Games & Entertainment Group Limited ("CMGE"), certain executives and directors of CMGE, and their underwriters ("Defendants"). The Settlement would resolve a lawsuit in which the Plaintiffs allege that the Defendants disseminated materially false and misleading information to the investing public about related-party transactions and the use of bribery in securing and maintaining distributor relationships in violation of federal securities laws. The Defendants deny any wrongdoing. You received this Notice because you or a family member may have purchased or otherwise acquired publicly traded CMGE American Depository Shares ("ADS") between April 26, 2013 and January 14, 2015, inclusive.

The Defendants have agreed to pay a settlement amount of \$1,500,000. The Settlement provides that this settlement fund, after deduction of any Court-approved attorneys' fees and expenses, is to be divided among all Class Members who submit a valid Proof of Claim and Release form ("Proof of Claim"), in exchange for the settlement of this case and the release by Class Members of these and related claims. The Stipulation and Agreement of Settlement describes all of the details of the proposed Settlement, which is available at www.strategicclaims.net/cmge. Your share of the fund will depend on the number of valid

Proofs of Claim submitted, and the timing and amount of your CMGE securities transactions, among other things. Generally, the more ADS you held, the more money you will receive. If every eligible Class Member submits a valid Proof of Claim, the average claim recovery will be \$0.10 per share of CMGE ADS available for trading during the Class Period before expenses and other Court-ordered deductions. The number of claimants who send in claims varies widely from case to case. If less than 100% of the Class Members send in a Proof of Claim, you could get more money. This is further explained in the detailed Notice found on the Settlement website.

To qualify for payment, you must submit a Proof of Claim. A copy of the Proof of Claim can be found on the website www.strategicclaims.net/cmge or mailed upon request to the Claims Administrator (call toll-free (866) 274-4004 or email info@strategicclaims.net). PROOFS OF CLAIMS ARE DUE BY _____, 2017. If you do not want to be legally bound by the Settlement, you must exclude yourself by _____, 2017, or you will not be able to sue the Defendants about the legal claims in this case. If you exclude yourself, you cannot get money from this Settlement. If you want to object to the Settlement, you may file an objection by _____, 2017. The detailed Notice explains how to exclude yourself or object.

The Court will hold a hearing in this case on _____, 2017 to consider whether to approve the Settlement and a request by the lawyers representing the Class for up to 30% percent of the Settlement Fund in attorneys' fees, plus actual expenses, for litigating the case and negotiating the Settlement. You may attend the hearing and ask to be heard by the Court, but you do not have to. For more information, call toll-free (866) 274-4004 or visit the website.

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE CHINA MOBILE GAMES &
ENTERTAINMENT GROUP, LTD
SECURITIES LITIGATION

This Document Relates To: All Actions

CASE NO. 1:14-CV-04471 (KMW)

EXHIBIT B

[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

This matter came before the Court for hearing pursuant to the Order Preliminarily Approving Settlement and Providing for Notice (“Preliminary Approval Order”) dated _____, 2017, on the application of the Settling Parties for approval of the Settlement set forth in the Stipulation and Agreement of Settlement dated May 22, 2017 (the “Stipulation”). Due and adequate notice having been given to the Class as required in said Preliminary Approval Order, and the Court, having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

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

2. This Court has jurisdiction over the subject matter of the Action and over all Settling Parties to the Action, including all members of the Class as well as those members of the Class who did not timely file a valid Request for Exclusion from the Settlement Class by the _____, 2017, deadline pursuant to the Preliminary Approval Order.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby affirms its determinations in the Preliminary Approval Order certifying the Action as a class action for settlement purposes only, on behalf of a Class defined as: All Persons who purchased or otherwise acquired publicly traded China Mobile Games & Entertainment Group Limited (“CMGE”) American Depositary Shares (“ADS”) during the period from April 26, 2013 through January 14, 2015, both dates inclusive, including those investors who purchased ADS pursuant to CMGE’s Secondary Offering, and who were damaged by Defendants’ alleged violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and/or Sections 11, 12, and 15 of the Securities Act of 1933. Excluded from the Class are Defendants, the officers and directors of the Company, at all relevant times, members of their immediate families, and their legal representatives, heirs, successors or assigns, any entity in which a Defendant has or had a controlling interest, Zhongzheng, Juan Du, and Chenghai Dan. The Underwriter Defendants or any entity in which any of the Underwriter Defendants has or had a controlling interest (for purposes of this paragraph, together an “Underwriter Defendant-Controlled Entity”) are excluded from the Class only to the extent that such Underwriter Defendant-Controlled Entity itself purchased a proprietary (*i.e.* for its own account) interest in CMGE ADS. To the extent that an Underwriter Defendant-Controlled Entity purchased CMGE ADS in a fiduciary capacity or otherwise on behalf of any third-party client, account, fund, trust, or employee benefit plan that otherwise falls within the Class, neither such Underwriter Defendant-Controlled Entity nor the third-party client, account, fund, trust, or employee benefit plan shall be excluded from the Class with respect to such CMGE ADS. Also excluded from the Class are those Persons who submitted timely and valid requests for exclusion in accordance with the Internet Long Form Notice, who are listed on Schedule 1 hereto.

4. Pursuant to Federal Rule of Civil Procedure 23, this Court hereby approves the Settlement set forth in the Stipulation and finds that said Settlement is, in all respects, fair, reasonable, and adequate to the Class.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court finds that the Stipulation and Settlement are, in all respects, fair, reasonable, and adequate and is in the best interests of the Class and each of the Class Members. This Court further finds the Settlement set forth in the Stipulation is the result of arm's-length negotiations between experienced counsel representing the interests of the Plaintiffs, Class Members, and the Defendants. Accordingly, the Settlement embodied in the Stipulation is hereby finally approved in all respects, and shall be consummated in accordance with its terms and provisions. The Settling Parties are hereby directed to perform the terms of the Stipulation.

6. Accordingly, the Court authorizes and directs implementation of all the terms and provisions of the Stipulation, as well as the terms and provisions hereof. Except as to any individual claim of those Persons (identified in Schedule 1 attached hereto), who timely requested exclusion from the Settlement Class before the _____, 2017 deadline, the Court hereby dismisses the Action and all Released Claims asserted against Defendants by Plaintiffs and Members of the Class with prejudice. The Parties shall bear their own costs and expenses, except as and to the extent provided in the Stipulation and herein.

7. Upon the Effective Date hereof, and as provided in the Stipulation, Plaintiffs and each of the Class Members (except as to those Persons identified in Schedule 1 attached hereto) and any Person claiming through or on behalf of them, including, but not limited to, their predecessors, successors, agents, representatives, attorneys, and affiliates, and the heirs, executors, administrators, successors, and assigns of each of them, in their capacities as such,, shall be deemed to have, and by operation of this Final Judgment shall have, fully, finally, and

forever released, relinquished, and discharged against the Released Persons (whether or not such Class Members execute and deliver the Proof of Claim and Release forms and whether or not such Class Member shares in the Settlement Fund) any and all Released Plaintiffs' Claims (including, without limitation, Unknown Claims).

8. Upon the Effective Date hereof, and as provided in the Stipulation, each of the Released Persons shall be deemed to have, and by operation of this Final Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Defendants' Claims (including, without limitation, any Unknown Claims) against Plaintiffs and any other Plaintiffs' Related Persons, and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants' Claims against any of the Plaintiffs' Related Persons. This release shall not apply to any Persons identified in Schedule 1 attached hereto.

9. Upon the Effective Date, Plaintiffs and each of the Class Members who have not timely requested exclusion from the Class as identified in Schedule 1 attached hereto, and any Person claiming through or on behalf of them, including, but not limited to, their predecessors, successors, agents, representatives, attorneys, and affiliates, and the heirs, executors, administrators, successors, and assigns of each of them, in their capacities as such, shall be permanently barred and enjoined from the assertion, institution, maintenance, prosecution, or enforcement against any Released Person, in any state or federal court or arbitral forum, or in the court of any foreign jurisdiction, of any and all Released Plaintiffs' Claims (including, without limitation, Unknown Claims), whether or not such Class Members execute and deliver the Proof of Claim and Release forms and whether or not such Class Member shares in the Settlement Fund.

10. Notwithstanding paragraphs 7 – 9 above, nothing in this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Stipulation or this Judgment.

11. The distribution of the Postcard Notice, publication of the Summary Notice, and availability of the Internet Long Form Notice via website and mailed upon request provided to the Class in accordance with the Preliminary Approval Order entered on _____, 2017 was the best notice practicable under the circumstances, including the individual notice to all members of the Class who could be identified through reasonable effort. Said notice provided the best notice practicable under the circumstances of those proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Stipulation, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.

12. Any plan of distribution submitted by Lead Counsel or any order entered regarding any attorneys' fee and expense application shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment.

13. Neither the Stipulation nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Released Persons; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons; or (c) is or may be deemed to be or may be used as an admission or evidence that any claims asserted by Plaintiffs were not valid or that the amount recoverable was not greater than the Settlement amount, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. The Released Persons may file the Stipulation and/or this Judgment in any action that may be brought against them in order to

support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

14. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing exclusive jurisdiction over: (a) implementation of this Settlement and any award or distribution of the Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund; (c) hearing and determining applications for attorneys' fees, interest, and expenses in the Action; and (d) all Settling Parties hereto for the purpose of construing, enforcing, and administering the Stipulation.

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

16. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation, or the Effective Date does not occur, or in the event that the Settlement Fund, or any portion thereof, is returned to the Defendants, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation.

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

18. The Court directs immediate entry of this Final Judgment by the Clerk of the Court.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE KIMBA M. WOOD
UNITED STATES DISTRICT JUDGE

SCHEDULE 1

List of Persons Excluded from the Class in:

In re China Mobile Games & Entertainment Group, Ltd Securities Litigation
Civil Action No. 1:14-cv-04471-KMW

The following Persons, and only the following Persons, properly excluded themselves from the Class by the _____, 2017, deadline pursuant to the Court's Preliminary Approval Order dated _____, 2017:

EXCLUDED PERSONS	