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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

GUANGYI XU, Individually and on behalf of all others similarly situated,

Plaintiff,

v.

CHINACACHE INTERNATIONAL HOLDINGS LTD., SONG WANG, JING AN, and KEN VINCENT QINGSHI ZHANG,

Defendants.

Case No: 2:15-cv-07952-CAS (RAOx)

**[PROPOSED] ORDER GRANTING LEAD PLAINTIFF’ MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Judge: Hon. Christina A. Snyder

WHEREAS, Lead Plaintiff Guangyi Xu (“Plaintiff” or “Lead Plaintiff”) (“Lead Plaintiff”), on behalf of himself and the Settlement Class, and ChinaCache International Holdings Ltd. (“ChinaCache,” together with Lead Plaintiff, the “Parties”), have entered into the Stipulation and Agreement of Settlement, dated March 27, 2018 (the “Stipulation”), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure and which, together with the exhibits annexed thereto, sets forth the terms and conditions for the proposed settlement of the class

1 action pending before the Court entitled Xu v. ChinaCache International Holdings,  
2 Ltd., et al., Case No. CV15-7952-CAS(RAOx) (“Action”); and the Court having read  
3 and considered the Stipulation and the exhibits thereto and submissions made relating  
4 thereto, and finding that substantial and sufficient grounds exist for entering this  
5 Order; and the Parties having consented to the entry of this Order;

6 NOW, THEREFORE, IT IS HEREBY ORDERED, this 30th day of April,  
7 2018, that:

8 1. Capitalized terms used herein have the meanings defined in the  
9 Stipulation.

10 2. Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure  
11 and for the purposes of the Settlement only, the Action is hereby preliminarily  
12 certified as a class action on behalf of all Persons (including, without limitation, their  
13 beneficiaries) who purchased ChinaCache American Depositary Shares (“ADS”)  
14 during the period from March 27, 2015 through August 20, 2015, inclusive, and  
15 excluded from the Settlement Class are all (i) Defendants and all officers and  
16 directors of ChinaCache during the Settlement Class Period; (ii) immediate family  
17 members of any Person excluded under section (i) of this definition; (iii) any entities  
18 affiliated with or controlled by any person excluded under sections (i) and (ii) of this  
19 definition; (iv) the legal representatives, heirs, successors or assigns of any person  
20 excluded under subsections (i) through (iii) of this definition; and (v) Opt-Outs (*i.e.*,  
21 Persons who file valid and timely requests for exclusion from the Settlement Class in  
22 accordance with this Order).

23 3. This Court finds, preliminarily and for purposes of this Settlement only,  
24 that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal  
25 Rules of Civil Procedure have been satisfied in that: (a) the number of Settlement  
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1 (c) to determine finally whether the Final Judgment as provided under  
2 the Stipulation should be entered, dismissing the Action on the merits and with  
3 prejudice, and to determine whether the release by the Releasing Parties of the  
4 Released Claims against the Released Parties, as set forth in the Stipulation, should  
5 be ordered, along with a permanent injunction barring efforts to prosecute or attempt  
6 to prosecute any Released Claims extinguished by the release against any of the  
7 Released Parties, as also set forth in the Stipulation;

8 (d) to determine finally whether the proposed Plan of Allocation for  
9 the distribution of the Net Settlement Fund is fair and reasonable and should be  
10 approved by the Court;

11 (e) to consider the application of Lead Counsel for an award of  
12 attorneys' fees and expenses and an award to the Class Representative;

13 (f) to consider Settlement Class Members' objections to the  
14 Settlement, if any, whether submitted previously in writing or presented orally at the  
15 Settlement Hearing by Settlement Class Members (or by counsel on their behalf); and

16 (g) to rule upon such other matters as the Court may deem  
17 appropriate.  
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19 7. The Court reserves the right to adjourn the Settlement Hearing to a later  
20 date and to approve the Settlement with or without modification and with or without  
21 further notice other than entry of an Order on the Court's docket. The Court further  
22 reserves the right to enter its Final Judgment approving the Settlement and dismissing  
23 the Action, on the merits and with prejudice, regardless of whether it has approved  
24 the Plan of Allocation or awarded attorneys' fees and expenses.

25 8. The Court reserves the right to approve the Settlement with such  
26 modifications as may be agreed upon or consented to by the Parties and without  
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1 further notice to the Settlement Class where to do so would not impair Settlement  
2 Class Members' rights in a manner inconsistent with Rule 23 or due process of law.

3 9. The Court approves the form, substance and requirements of (a) the  
4 Postcard Notice, (b) the Notice, (c) the Proof of Claim, and (d) the Summary Notice,  
5 all of which are exhibits to the Stipulation.

6 10. Lead Counsel, on behalf of Lead Plaintiff, has the authority to enter into  
7 the Settlement on behalf of the Settlement Class and has the authority to act on behalf  
8 of the Settlement Class with respect to all acts or consents required by or that may be  
9 given pursuant to the Stipulation or such other acts that are reasonably necessary to  
10 consummate the Settlement.

11 11. Strategic Claims Services is appointed and approved as the Claims  
12 Administrator to supervise and administer the notice procedure as well as the  
13 processing of claims.

14 12. The Escrow Agent may, at any time after entry of this Order and without  
15 further approval from ChinaCache or the Court, disburse at the direction of Lead  
16 Counsel up to \$100,000.00 (One Hundred Thousand U.S. Dollars) from the  
17 Settlement Fund prior to the Effective Date to pay Administrative Costs. After the  
18 Effective Date, additional amounts, up to a total of \$200,000.00 (Two Hundred  
19 Thousand U.S. Dollars), may be transferred from the Settlement Fund to pay for any  
20 necessary additional Administrative Costs without further order of the Court.

21 13. No later than ten (10) Business Days after the date of this Order,  
22 ChinaCache shall provide and/or cause its transfer agent to provide to Lead Counsel  
23 or the Claims Administrator a list of the record owners of ChinaCache ADS during  
24 the Settlement Class Period in a usable electronic format, such as an Excel  
25 spreadsheet. This information will be kept confidential and not used for any purpose  
26 other than to provide the notice contemplated by this Order.  
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1           14. No later than fourteen (14) Business Days after the entry of this Order,  
2 Lead Counsel, through the Claims Administrator, shall, (a) post the Stipulation and  
3 its exhibits, this Order, and a copy of the Notice on the Claims Administrator's  
4 website; (b) mail requests to nominees or custodians who held ChinaCache ADS  
5 during the Settlement Class Period as record owners but not as beneficial owners,  
6 requesting the names of all beneficial owners of ChinaCache ADS; (c) post the  
7 Notice and Proof of Claim on the Claims Administrator's website; and (d) publish the  
8 Summary Notice on *GlobalNewswire*.

9           15. No later than seven (7) Business Days after receiving the list of the  
10 record owners of ChinaCache ADS during the Settlement Class Period, Lead  
11 Counsel, through the Claims Administrator, shall mail, by first class mail, postage  
12 prepaid, the Notice and Proof of Claim to the list of record holders of ChinaCache  
13 ADS.

14           16. Nominees or custodians shall, within ten (10) Business Days of receipt  
15 of the Notice and Proof of Claim, either (i) request additional copies of the Notice  
16 and Proof of Claim sufficient to send the Notice and Proof of Claim to all beneficial  
17 owners for whom they are nominee or custodian, and within ten (10) Business Days  
18 after receipt thereof send copies to such beneficial owners; or (ii) provide the Claims  
19 Administrator with lists of the names, last known addresses and email addresses (to  
20 the extent known) of such beneficial owners. Nominees or custodians who elect to  
21 send the Notice and Proof of Claim to their beneficial owners shall send a written  
22 certification to the Claims Administrator confirming that the mailing has been made  
23 as directed. Additional copies of the Notice and Proof of Claim shall be made  
24 available to any nominee or custodian requesting same for the purpose of distribution  
25 to beneficial owners. The Claims Administrator shall, if requested, reimburse  
26 nominees or custodians out of the Settlement Fund solely for their reasonable out-of-  
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1 pocket expenses, up to \$0.75 per unit, incurred in providing notice to beneficial  
2 owners, which expenses would not have been incurred except for the sending of such  
3 notice, and subject to further order of this Court with respect to any dispute  
4 concerning such reimbursement.

5 17. As soon as practical after receiving lists of beneficial owners from  
6 nominees and custodians, the Claims Administrator shall mail the Postcard Notice to  
7 all Settlement Class Members whom the Claims Administrator identifies by  
8 reasonable efforts. The Postcard Notice shall contain instructions on how Settlement  
9 Class Members can obtain copies of the Notice and the Proof of Claim, substantially  
10 in the forms annexed to the Stipulation, either electronically or in hard copy by  
11 contacting the Claims Administrator.

12 18. Promptly upon receiving requests from Settlement Class Members, the  
13 Claims Administrator shall mail, by first class mail, postage pre-paid, the Notice and  
14 Proof of Claim to such beneficial owners who request it, or otherwise instruct  
15 Settlement Class Members how to receive the Notice electronically and how to  
16 submit a Proof of Claim.

17 19. No later than fourteen (14) Business Days before the Settlement  
18 Hearing, Lead Counsel shall serve upon counsel for ChinaCache and file with the  
19 Court (a) proof of the mailing of the Postcard Notice and details of how many  
20 persons received the Notice and Proof of Claim by mail and how many accessed it  
21 electronically as required by this Order, and (b) proof of publication of the Summary  
22 Notice.

23 20. The forms and methods set forth herein of notifying the Settlement Class  
24 Members of the Settlement and its terms and conditions meet the requirements of due  
25 process, Rule 23 of the Federal Rules of Civil Procedure, and Section 21D(a)(7) of  
26 the Exchange Act, 15 U.S.C. 78u-4(a)(7), as amended by the Private Securities  
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1 Litigation Reform Act of 1995; constitute the best notice practicable under the  
2 circumstances; and constitute due and sufficient notice to all persons and entities  
3 entitled thereto. No Settlement Class Member will be relieved from the terms and  
4 conditions of the Settlement, including the releases provided for therein, based upon  
5 the contention or proof that such Settlement Class Member failed to receive actual or  
6 adequate notice.

7 21. To be entitled to participate in recovery from the Net Settlement Fund  
8 after the Effective Date, each Settlement Class Member shall take the following  
9 action and be subject to the following conditions:

10 (a) A properly completed and executed Proof of Claim must be  
11 submitted to the Claims Administrator electronically or at the Post Office Box  
12 indicated in the Postcard Notice and the Notice, postmarked no later than July 24,  
13 2018 (no later than fourteen (14) Business Days prior to the Settlement Hearing).  
14 Such deadline may be further extended by Order of the Court. Each Proof of Claim  
15 shall be deemed to have been submitted when legibly postmarked (if properly  
16 addressed and mailed by first class mail) provided such Proof of Claim is actually  
17 received before the filing of a motion for an order of the Court approving distribution  
18 of the Net Settlement Fund. Any Proof of Claim submitted in any other manner shall  
19 be deemed to have been submitted when it was actually received by the Claims  
20 Administrator at the address designated in the Notice.

22 (b) The Proof of Claim submitted by each Settlement Class Member  
23 must satisfy the following conditions: (i) it must be properly completed, signed and  
24 submitted in a timely manner in accordance with the provisions of the preceding  
25 subparagraph; (ii) it must be accompanied by adequate supporting documentation for  
26 the transactions reported therein, in the form of broker confirmation slips, broker  
27 account statements, an authorized statement from the broker containing the  
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1 transactional information found in a broker confirmation slip, or such other  
2 documentation as is deemed adequate by the Claims Administrator or Lead Counsel;  
3 (iii) if the person executing the Proof of Claim is acting in a representative capacity, a  
4 certification of his current authority to act on behalf of the Settlement Class Member  
5 must be provided with the Proof of Claim; and (iv) the Proof of Claim must be  
6 complete and contain no material deletions or modifications of any of the printed  
7 matter contained therein and must be signed under penalty of perjury.

8 (c) Once the Claims Administrator has considered a timely submitted  
9 Proof of Claim, it shall determine whether such claim is valid, deficient, or rejected.  
10 For each claim determined to be either deficient or rejected, the Claims Administrator  
11 shall send a deficiency letter or rejection letter as appropriate, describing the basis on  
12 which the claim was so determined. Persons who timely submit a Proof of Claim that  
13 is deficient or otherwise rejected shall be afforded a reasonable time (at least ten (10)  
14 Business Days) to cure such deficiency if it shall appear that such deficiency may be  
15 cured. If any Claimant whose claim has been rejected in whole or in part wishes to  
16 contest such rejection, the Claimant must, within ten (10) Business Days after the  
17 date of mailing of the notice of rejection, serve upon the Claims Administrator a  
18 notice and statement of reasons indicating the Claimant's ground for contesting the  
19 rejection, along with any supporting documentation, and requesting a review thereof  
20 by the Court. If an issue concerning a claim cannot be otherwise resolved, Lead  
21 Counsel shall thereafter present the request for review to the Court.

22 (d) As part of the Proof of Claim, each Settlement Class Member  
23 shall submit to the jurisdiction of the Court with respect to the claim submitted, and  
24 shall, upon the Effective Date, release all claims as provided in the Stipulation. No  
25 discovery shall be allowed on the merits of the Action or the Settlement in connection  
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1 with processing of the Proofs of Claim, nor shall any discovery from or of  
2 Defendants be allowed on any topic.

3 22. All Settlement Class Members who do not submit valid and timely  
4 Proofs of Claim will be forever barred from receiving any payments from the Net  
5 Settlement Fund, but will in all other respects be subject to and bound by the  
6 provisions of the Stipulation and the Final Judgment, if entered.

7 23. Settlement Class Members shall be bound by all determinations and  
8 judgments in this Action, whether favorable or unfavorable, unless such Persons  
9 request exclusion from the Settlement Class in a timely and proper manner, as  
10 hereinafter provided. A Settlement Class Member wishing to request exclusion from  
11 the Settlement Class shall mail it, in written form, by first class mail, postage prepaid,  
12 or otherwise deliver it, so that it is received no later than July 5, 2018 (twenty-eight  
13 (28) Business Days prior to the Settlement Hearing) (the “Exclusion Deadline”), to  
14 the addresses listed in the Notice. To be valid, unless otherwise ordered by the Court,  
15 such request for exclusion must (a) clearly indicate the name and address and phone  
16 number and e-mail contact information (if any) of the Person seeking exclusion, and  
17 state that the sender specifically “requests to be excluded from the Settlement Class  
18 in *Xu v. ChinaCache International Holdings, Inc., et al.*, Case No. CV15-7952-  
19 CAS(RAOx), and (b) (i) state the date, number of ADS and dollar amount of each  
20 ChinaCache ADS purchase or acquisition during the Settlement Class Period, and any  
21 sale transactions, and (ii) the number of shares of ChinaCache ADS held by the  
22 Person as of August 20, 2015.

23 24. To be valid, such request for exclusion must be submitted with  
24 documentary proof (a) of each purchase or acquisition and, if applicable, sale  
25 transaction of ChinaCache ADS during the Settlement Class Period and (b)  
26 demonstrating the Person’s status as a beneficial owner of the ChinaCache ADS.  
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1 Any such request for exclusion must be signed and submitted by the beneficial owner  
2 under penalty of perjury. The request for exclusion shall not be effective unless it  
3 provides the required information, is legible, and is made within the time stated  
4 above, or the exclusion is otherwise accepted by the Court. Lead Counsel may  
5 contact any Person filing a request for exclusion, or their attorney if one is  
6 designated, to discuss the exclusion.

7 25. The Claims Administrator shall provide all requests for exclusion and  
8 supporting documentation submitted therewith (including untimely requests) to  
9 counsel for the Parties as soon as possible and no later than three (3) Business Days  
10 after the Exclusion Deadline or upon the receipt thereof (if later than the Exclusion  
11 Deadline). The Settlement Class excludes any Person who delivers a valid and timely  
12 request for exclusion.

13 26. Any Person that submits a request for exclusion may thereafter submit to  
14 the Claims Administrator a written revocation of that request for exclusion, provided  
15 that it is received no later than five (5) Business Days before the Settlement Hearing  
16 or is accepted by the Court at the Settlement Hearing, in which event that Person will  
17 be included in the Settlement Class.  
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19 27. All Persons who submit a valid, timely and unrevoked request for  
20 exclusion will be forever barred from receiving any payments from the Net  
21 Settlement Fund.

22 28. The Court will consider comments and/or objections to the Settlement,  
23 the Plan of Allocation, or the Fee and Expense Application, provided, however, that  
24 no Settlement Class Member or other Person shall be heard or entitled to contest the  
25 approval of the terms and conditions of the proposed Settlement or, if approved, the  
26 Final Judgment, or any other order relating thereto, unless, at least twenty-one (21)  
27 Business Days prior to the Settlement Hearing, that Person has (a) filed said  
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1 objections, papers and briefs, showing due proof of service upon counsel identified  
2 above, with the Clerk of the Court, U.S. District Court, Central District of California,  
3 First Street Courthouse, 350 West First Street, Los Angeles, CA 90012 and (b) served  
4 copies of any objections, papers and briefs to each of the following counsel:

5 LEAD COUNSEL:

6 Jacob A. Goldberg, Esq.  
7 THE ROSEN LAW FIRM, P.A.  
8 101 Greenwood Avenue, Suite 440  
9 Jenkintown, PA 19046

10 COUNSEL FOR CHINACACHE:

11 Peter B. Morrison, Esq.  
12 Virginia F. Milstead, Esq.  
13 SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
14 300 South Grand Ave., Ste. 3400  
15 Los Angeles, CA 90071

16 29. To be valid, any such objection must contain the Settlement Class  
17 Member's (a) name, address, and telephone number, (b) a list of all purchases and  
18 sales of ChinaCache ADS during the Settlement Class Period to show membership in  
19 the Settlement Class, (c) all grounds for the objection, including any legal support  
20 known to the Settlement Class Member and/or his, her, or its counsel, (d) the name,  
21 address, and telephone number of all counsel who represent the Settlement Class  
22 Member, and (e) the number of times the Settlement Class Member and/or his, her, or  
23 its counsel has filed an objection to a class action settlement in the last five years, the  
24 nature of each such objection in each case, the jurisdiction in each case, and the name  
25 of the issuer of the security or seller of the product or service at issue in each case.  
26 Attendance at the Settlement Hearing is not necessary but Persons wishing to be  
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1 heard orally in opposition to the approval of the Stipulation, the Plan of Allocation,  
2 and/or the Fee and Expense Application are required to indicate in their written  
3 objection (or in a separate writing that is submitted in accordance with the deadline  
4 and after instruction pertinent to the submission of a written objection) that they  
5 intend to appear at the Settlement Hearing and identify any witnesses they may call to  
6 testify or exhibits they intend to introduce into evidence at the Settlement Hearing.  
7 Settlement Class Members do not need to appear at the Settlement Hearing or take  
8 any other action to indicate their approval.

9         30. Any Settlement Class Member who does not object in the manner  
10 prescribed above shall be deemed to have waived all such objections and shall  
11 forever be foreclosed from making any objection to the fairness, adequacy or  
12 reasonableness of the Settlement, the Final Judgment to be entered approving the  
13 Settlement, the Plan of Allocation, and/or the Fee and Expense Application, unless  
14 otherwise ordered by the Court; shall be bound by all the terms and provisions of the  
15 Stipulation and by all proceedings, orders and judgments in the Action; and shall also  
16 be foreclosed from appealing from any judgment or order entered in this Action.  
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18         31. All papers in support of the Settlement, the Plan of Allocation and/or the  
19 Fee and Expense Application shall be filed and served no later than twenty-five (25)  
20 Business Days before the Settlement Hearing.

21         32. Any submissions filed in response to any objections or in further support  
22 of the Settlement, the Plan of Allocation and/or the Fee and Expense Application  
23 shall be filed no later than seven (7) Business Days prior to the Settlement Hearing.

24         33. ChinaCache, its counsel, its insurers, and other Released Parties shall  
25 have no responsibility for, or liability with respect to, the Plan of Allocation or any  
26 application for attorneys' fees or expenses or payments to the Class Representatives  
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1 submitted by Lead Counsel, and such matters will be considered separately from the  
2 fairness, reasonableness, and adequacy of the Settlement.

3 34. Pending final determination of whether the Settlement should be  
4 approved, all Releasing Parties shall be enjoined from commencing, prosecuting,  
5 attempting to prosecute any Released Claims against any Released Party in any court  
6 or tribunal or proceeding. Unless and until the Stipulation is cancelled or terminated  
7 pursuant to the Stipulation, all proceedings in the Action, other than such proceedings  
8 as may be necessary to carry out the terms and conditions of the Stipulation, are  
9 hereby stayed and suspended until further order of the Court.

10 35. All funds held by the Escrow Agent shall be deemed to be in the custody  
11 of the Court, and shall remain subject to the jurisdiction of the Court, until such time  
12 as such funds shall be distributed or returned pursuant to the Stipulation and Plan of  
13 Allocation and/or further order(s) of the Court.

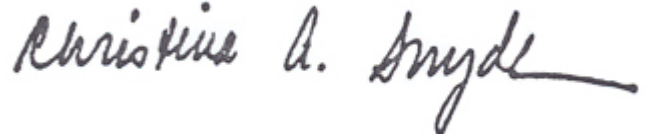
14 36. Neither the Stipulation, nor any of its terms or provisions, nor any of the  
15 negotiations, documents, or proceedings connected with it, shall be deemed to be  
16 evidence of, or construed as an admission or concession by ChinaCache, its counsel,  
17 its insurers, or any of the other Released Parties of the truth of any of the allegations  
18 in the Action, or of any liability, fault, or wrongdoing of any kind or construed as, or  
19 deemed to be evidence of or an admission or concession that Class Representative or  
20 any Settlement Class Members have suffered any damages, harm, or loss. Further,  
21 neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations  
22 or proceedings connected with it, nor this Order shall be construed as an admission or  
23 concession by the Class Representative of the validity of any factual or legal defense  
24 or of the infirmity of any of the claims or facts alleged in this Action.

25 37. In the event the Settlement is not consummated in accordance with the  
26 terms of the Stipulation, then the Stipulation and this Order (including any  
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1 amendment(s) thereof, and except as expressly provided in the Stipulation or by order  
2 of the Court) shall be null and void, of no further force or effect, and without  
3 prejudice to any Party, and may not be introduced as evidence or used in any action  
4 or proceeding by any Person against the Parties or the Released Parties, and each  
5 Party shall be restored to his, her or its respective litigation positions as they existed  
6 prior to March 27, 2018, pursuant to the terms of the Stipulation.

7 38. The Court retains exclusive jurisdiction over the Action to consider all  
8 further matters arising out of, or relating to, the Stipulation, including by way of  
9 illustration and not limitation, any dispute concerning any Proof of Claim submitted  
10 and any future requests by one or more of the Parties that the Final Judgment, the  
11 releases and/or the permanent injunction set forth in the Stipulation be enforced.

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13 Dated: April 30, 2018



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15 HON. CHRISTINA A. SNYDER  
16 UNITED STATES DISTRICT JUDGE  
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