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

WILLIAM LIKAS, Individually and On
Behalf of All Others Similarly
Situating,

Plaintiff,

v.

CHINACACHE INTERNATIONAL
HOLDINGS LTD.,
SONG WANG,
GUANGSHENG MENG,
FENGYE GAO, and
JING AN,

Defendants.

Case No. 2:19-cv-06942-JWH-SSx

**ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT AND
PROVIDING FOR NOTICE**

1 Before the Court is the unopposed motion of Lead Plaintiff the
2 ChinaCache Investor Group (“Plaintiff”),¹ for an order: (1) granting
3 preliminary approval of the proposed settlement; (2) granting conditional
4 certification of the settlement class, certifying Jingwen Zhang and Bingyang
5 Cheng as class representatives, and appointing Lead Counsel, Pomerantz LLP,
6 as class counsel for the purposes of the settlement; (3) granting approval of the
7 form and manner of giving notice of the proposed settlement to the settlement
8 class members; and (4) setting a date for a settlement hearing and the deadlines
9 for the mailing and publication of the class notice, the filing of settlement class
10 member objections, the filing of settlement class member opt-out notices, the
11 filing of Lead Plaintiff’s motion for final approval of the settlement, and the
12 filing of Lead Counsel’s application for attorneys’ fees and expenses.² The
13 Court finds this matter appropriate for resolution without a hearing. *See*
14 Fed. R. Civ. P. 78; L.R. 7-15. After considering the papers filed in support of the
15 Motion,³ the Motion is **GRANTED**, as set forth herein.

16 **WHEREAS**, Plaintiff on behalf of itself and the Settlement Class (defined
17 below), and Defendants ChinaCache International Holdings Ltd.
18 (“ChinaCache”) and Jing An (jointly, the “Settling Defendants”),⁴ have
19 determined to settle all claims asserted against all defendants in this Action with
20 prejudice on the terms and conditions set forth in the Stipulation and Agreement
21

22 ¹ On October 2, 2019, the Court appointed Jingwen Zhang and Bingyang
23 Cheng (jointly, the “ChinaCache Investor Group”) as Lead Plaintiff, and
24 Pomerantz LLP as Lead Counsel. *See generally* Order Appointing Lead Plaintiff
and Approving Selection of Counsel [ECF No. 25].

25 ² Notice of Unopposed Mot. for Entry of Order Prelim. Approving
26 Settlement and Establishing Notice Procedures [ECF No. 73], and Mem. of P. &
A. in Supp. [ECF No. 74] (jointly, the “Motion”).

27 ³ The Court considered the following papers: (1) Amend. Compl. [ECF
28 No. 45]; (2) the Motion; and (3) Decl. of Brenda Szydlo in Supp. of the Motion
(the “Szydlo Decl.”) [ECF No. 75] (including its attachments).

⁴ Lead Plaintiff, together with the Settling Defendants, are the “Parties.”

1 of Settlement dated December 15, 2020,⁵ subject to the approval of this Court
2 (the “Settlement”);

3 **WHEREAS**, Plaintiff has made an application pursuant to Rule 23 of the
4 Federal Rules of Civil Procedure for an order preliminarily approving the
5 Settlement in accordance with the Stipulation, certifying the Settlement Class
6 for purposes of the Settlement only, and allowing notice to Settlement Class
7 Members as more fully described herein;

8 **WHEREAS**, the Court has read and considered: (a) Plaintiff’s Motion
9 and the papers filed and arguments made in connection therewith; and (b) the
10 Stipulation and the exhibits attached thereto; and

11 **WHEREAS**, unless otherwise defined herein, all capitalized words
12 contained herein shall have the same meanings as they have in the Stipulation;

13 **NOW THEREFORE, IT IS HEREBY ORDERED:**

14 1. **Class Certification for Settlement Purposes:** Pursuant to
15 Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Court certifies,
16 solely for purposes of effectuating the proposed Settlement, a Settlement Class
17 consisting of all persons and entities who or that purchased or otherwise acquired
18 ChinaCache Securities between April 10, 2015, and May 17, 2019, inclusive (the
19 “Settlement Class Period”), and were allegedly damaged thereby. Excluded
20 from the Settlement Class are Defendants, the present and former Officers and
21 directors of ChinaCache and any subsidiary thereof, and the Immediate Family
22 members, legal representatives, heirs, successors, or assigns of such excluded
23 persons and any entity in which any such excluded person has or had a
24 controlling interest during the Settlement Class Period. Also excluded from the
25 Settlement Class are any persons and entities who or that exclude themselves by
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27

28 ⁵ Szydlo Decl., Ex. 1 (the “Stipulation”) [ECF No. 75-1].

1 submitting a valid and timely request for exclusion and persons and entities with
2 no compensable losses.

3 2. **Class Findings:** Solely for purposes of the proposed Settlement of
4 this Action, the Court finds that each element required for certification of the
5 Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure has
6 been met: (a) the members of the Settlement Class are so numerous that their
7 joinder in the Action would be impracticable; (b) there are questions of law and
8 fact common to the Settlement Class that predominate over any individual
9 questions; (c) the claims of Plaintiff in the Action are typical of the claims of the
10 Settlement Class; (d) Plaintiff and Lead Counsel have and will fairly and
11 adequately represent and protect the interests of the Settlement Class; and (e) a
12 class action is superior to other available methods for the fair and efficient
13 adjudication of the Action.

14 3. The Court hereby finds and concludes that pursuant to Rule 23 of
15 the Federal Rules of Civil Procedure, and for the purposes of the Settlement
16 only, Plaintiffs Jingwen Zhang and Bingyang Cheng (who together are Lead
17 Plaintiff, The ChinaCache Investor Group), are each adequate class
18 representatives and certifies each of them as Class Representatives for the
19 Settlement Class. The Court also appoints Lead Counsel as Class Counsel for
20 the Settlement Class, pursuant to Rule 23(g) of the Federal Rules of Civil
21 Procedure.

22 4. **Preliminary Approval of the Settlement:** The Court hereby
23 preliminarily approves the Settlement, as embodied in the Stipulation, as being
24 fair, reasonable, and adequate to the Settlement Class, subject to final approval
25 at the Settlement Hearing to be conducted as described below.

26 5. **Settlement Hearing:** The Court will hold a settlement hearing
27 (the "Settlement Hearing") before the Honorable John W. Holcomb on
28 August 27, 2021, at 9:00 a.m. in Courtroom 2, United States District Court for

1 the Central District of California, George E. Brown, Jr. Federal Building and
2 United States Courthouse, 3470 12th St., Riverside, CA 92501, for the following
3 purposes: (a) to determine whether the proposed Settlement on the terms and
4 conditions provided for in the Stipulation is fair, reasonable, and adequate to the
5 Settlement Class, and should be approved by the Court; (b) to determine
6 whether a Judgment substantially in the form attached as Exhibit B to the
7 Stipulation should be entered dismissing the Action with prejudice against
8 Defendants; (c) to determine whether the proposed Plan of Allocation for the
9 proceeds of the Settlement is fair and reasonable and should be approved; (d) to
10 determine whether the motion by Lead Counsel for an award of attorneys' fees
11 and reimbursement of Litigation Expenses, which may include an application for
12 the reimbursement of the reasonable costs and expenses incurred by Plaintiff,
13 should be approved; and (e) to consider any other matters that may properly be
14 brought before the Court in connection with the Settlement. Notice of:
15 (I) Pendency of Class Action and Proposed Settlement; (II) Settlement Fairness
16 Hearing; and (III) Motion for an Award of Attorneys' Fees and Reimbursement
17 of Litigation Expenses (the "Notice") shall be given to Settlement Class
18 Members as set forth in paragraph 7 of this Order.

19 6. The Court may adjourn the Settlement Hearing without further
20 notice to the Settlement Class and may approve the proposed Settlement with
21 such modifications as to which the Parties may agree, if appropriate, without
22 further notice to the Settlement Class. The Court reserves the right to hold the
23 Settlement Hearing telephonically or by other virtual means.

24 7. **Retention of Claims Administrator and Manner of Giving**
25 **Notice:** Lead Counsel is hereby authorized to retain Strategic Claims Services
26 (the "Claims Administrator") to supervise and administer the notice procedure
27 in connection with the proposed Settlement as well as the processing of Claims
28 as more fully set forth below. Notice shall be given by Lead Counsel as follows:

1 a. within seven (7) calendar days of entry of this Order,
2 ChinaCache shall provide or cause to be provided to the Claims
3 Administrator in electronic format, such as an Excel spreadsheet, (at no
4 cost to the Settlement Fund, Lead Counsel, or the Claims Administrator)
5 its reasonably available lists (consisting of names and addresses) of the
6 holders of ChinaCache Securities during the Settlement Class Period;

7 b. not later than twenty (20) business days after the date of
8 entry of this Order (the “Notice Date”), the Claims Administrator shall
9 cause a copy of the Notice and the Proof of Claim Form (“Claim Form”),
10 substantially in the forms attached hereto as **Exhibits A-1 and A-2**,
11 respectively (the “Notice Packet”), to be mailed by first-class mail to
12 potential Settlement Class Members at the addresses set forth in the
13 records provided by ChinaCache or in the records that ChinaCache
14 caused to be provided, or who otherwise may be identified through further
15 reasonable effort;

16 c. contemporaneously with the mailing of the Notice Packet,
17 the Claims Administrator shall cause copies of the Notice and the Claim
18 Form to be posted on a website to be developed for the Settlement, from
19 which copies of the Notice and Claim Form can be downloaded;

20 d. not later than ten (10) business days after the Notice Date,
21 the Claims Administrator shall cause the Summary Notice, substantially
22 in the form attached hereto as **Exhibit A-3**, to be published once in
23 *Investor’s Business Daily* and to be transmitted once over the *PR Newswire*;
24 and

25 e. not later than seven (7) calendar days prior to the Settlement
26 Hearing, Lead Counsel shall serve on the Settling Defendants’ Counsel
27 and file with the Court proof, by affidavit or declaration, of such mailing
28 and publication.

1 8. **Approval of Form and Content of Notice:** The Court
2 (a) approves, as to form and content, the Notice, the Claim Form, and the
3 Summary Notice, attached hereto as **Exhibits A-1, A-2, and A-3**, respectively,
4 and (b) finds that the mailing and distribution of the Notice and Claim Form and
5 the publication of the Summary Notice in the manner and form set forth in
6 paragraph 7 of this Order (i) is the best notice practicable under the
7 circumstances; (ii) constitutes notice that is reasonably calculated, under the
8 circumstances, to apprise Settlement Class Members of the pendency of the
9 Action, of the effect of the proposed Settlement (including the Releases to be
10 provided thereunder), of Lead Counsel’s motion for an award of attorneys’ fees
11 and reimbursement of Litigation Expenses (including any application for
12 reimbursement of the reasonable costs and expenses incurred by Plaintiff
13 directly related to its representation of the Settlement Class), of their right to
14 object to the Settlement, the Plan of Allocation and/or Lead Counsel’s motion
15 for attorneys’ fees and reimbursement of Litigation Expenses (including any
16 reimbursement to Plaintiff), of their right to exclude themselves from the
17 Settlement Class, and of their right to appear at the Settlement Hearing;
18 (iii) constitutes due, adequate, and sufficient notice to all persons and entities
19 entitled to receive notice of the proposed Settlement; and (iv) satisfies the
20 requirements of Rule 23 of the Federal Rules of Civil Procedure, the United
21 States Constitution (including the Due Process Clause), the Private Securities
22 Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended, and all other
23 applicable law and rules. The date and time of the Settlement Hearing shall be
24 included in the Notice and Summary Notice before they are mailed and
25 published, respectively.

26 9. **Nominee Procedures:** Brokers and other nominees who
27 purchased or otherwise acquired ChinaCache Securities during the Settlement
28 Class Period for the benefit of another person or entity shall: (a) within seven

1 (7) calendar days of receipt of the letter, request from the Claims Administrator
2 sufficient copies of the Notice Packet to forward to all such beneficial
3 owners/purchasers and within seven (7) calendar days of receipt of those Notice
4 Packets forward them to all such beneficial owners/purchasers; or (b) within
5 seven (7) calendar days of receipt of the letter, send a list of the names,
6 addresses, and/or email addresses of all such beneficial owners/purchasers to
7 the Claims Administrator in which event the Claims Administrator shall
8 promptly mail the Notice Packet to such beneficial owners/purchasers. Upon
9 full compliance with this Order, such nominees may seek reimbursement of their
10 reasonable expenses actually incurred in complying with this Order, in an
11 amount not to exceed \$0.15 plus postage at the current pre-sort rate used by the
12 Claims Administrator per Notice Packet; or \$0.05 per Notice Packet
13 transmitted by email; or \$0.05 per name, mailing address, and email address (to
14 the extent available) provided to the Claims Administrator, by providing the
15 Claims Administrator with proper documentation supporting the expenses for
16 which reimbursement is sought. Such properly documented expenses incurred
17 by nominees in compliance with the terms of this Order shall be paid from the
18 Settlement Fund, with any disputes regarding the reasonableness or
19 documentation of expenses incurred subject to review by the Court.

20 10. **Participation in the Settlement:** Settlement Class Members who
21 wish to participate in the Settlement and who are eligible to receive a
22 distribution from the Net Settlement Fund must complete and submit a Claim
23 Form in accordance with the instructions contained therein. Unless the Court
24 orders otherwise, all Claim Forms must be postmarked or electronically
25 submitted no later than one hundred twenty (120) calendar days after the Notice
26 Date. Notwithstanding the foregoing, Lead Counsel may, at its discretion,
27 accept for processing late Claims provided such acceptance does not delay the
28 distribution of the Net Settlement Fund to the Settlement Class. By submitting

1 a Claim, a person or entity shall be deemed to have submitted to the jurisdiction
2 of the Court with respect to his, her, or its Claim and the subject matter of the
3 Settlement.

4 11. Each Claim Form submitted must satisfy the following conditions:

5 (a) it must be properly completed, signed, and submitted in a timely manner in
6 accordance with the provisions of the preceding paragraph; (b) it must be
7 accompanied by adequate supporting documentation for the transactions and
8 holdings reported therein, in the form of broker confirmation slips, broker
9 account statements, an authorized statement from the broker containing the
10 transactional and holding information found in a broker confirmation slip or
11 account statement, or such other documentation as is deemed adequate by Lead
12 Counsel or the Claims Administrator; (c) if the person executing the Claim
13 Form is acting in a representative capacity, a certification of his, her, or its
14 current authority to act on behalf of the Settlement Class Member must be
15 included in the Claim Form to the satisfaction of Lead Counsel or the Claims
16 Administrator; and (d) the Claim Form must be complete and contain no
17 material deletions or modifications of any of the printed matter contained
18 therein and must be signed under penalty of perjury.

19 12. Any Settlement Class Member that does not timely and validly
20 submit a Claim Form or whose Claim is not otherwise approved by the Court:

21 (a) shall be deemed to have waived his, her, or its right to share in the Net
22 Settlement Fund; (b) shall be forever barred from participating in any
23 distributions therefrom; (c) shall be bound by the provisions of the Stipulation
24 and the Settlement and all proceedings, determinations, orders, and judgments
25 in the Action relating thereto, including, without limitation, the Judgment and
26 the Releases provided for therein, whether favorable or unfavorable to the
27 Settlement Class; and (d) will be barred from commencing, maintaining, or
28 prosecuting any of the Released Plaintiff's Claims against each and all of the

1 Defendants' Releasees, as more fully described in the Stipulation and Notice.
2 Notwithstanding the foregoing, late Claim Forms may be accepted for
3 processing as set forth in paragraph 10 above.

4 13. **Exclusion From the Settlement Class:** Any member of the
5 Settlement Class who wishes to exclude himself, herself, or itself from the
6 Settlement Class must request exclusion in writing within the time and in the
7 manner set forth in the Notice, which shall provide that: (a) any such request
8 for exclusion from the Settlement Class must be mailed or delivered such that it
9 is received no later than twenty-one (21) calendar days prior to the Settlement
10 Hearing, to the following recipients: (i) *Likas v. ChinaCache International*
11 *Holdings Ltd. et al.*, EXCLUSIONS, c/o Strategic Claims Services, 600
12 N. Jackson St., Ste. 3, P.O. Box 230, Media, PA 19063, toll free number:
13 866-274-4004, facsimile: 610-565-7985, email: info@strategicclaims.net; and
14 (ii) both Lead Counsel and Settling Defendants' Counsel, at the addresses set
15 forth in paragraph 17 below; and (b) each request for exclusion must (i) state the
16 name, address, and telephone number of the person or entity requesting
17 exclusion, and in the case of entities, the name and telephone number of the
18 appropriate contact person; (ii) state that such person or entity "requests
19 exclusion from the Settlement Class in *Likas v. ChinaCache International*
20 *Holdings Ltd. et al.*, 2:19-cv06942-JWH-SS"; (iii) state the number of
21 ChinaCache ADRs that the person or entity requesting exclusion
22 purchased/acquired and/or sold during the period from April 10, 2015, through
23 and including May 17, 2019, as well as the dates and prices of each such
24 purchase/acquisition and sale; and (iv) be signed by the person or entity
25 requesting exclusion or an authorized representative. A request for exclusion
26 shall not be effective unless it provides all of the required information and is
27 received within the time stated above, or is otherwise accepted by the Court.

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1 14. Any person or entity who or that timely and validly requests
2 exclusion in compliance with the terms stated in this Order and is excluded from
3 the Settlement Class shall not be a Settlement Class Member, shall not be bound
4 by the terms of the Settlement or any orders or judgments in the Action, and
5 shall not receive any payment out of the Net Settlement Fund.

6 15. Any Settlement Class Member who or that does not timely and
7 validly request exclusion from the Settlement Class in the manner stated in this
8 Order: (a) shall be deemed to have waived his, her, or its right to be excluded
9 from the Settlement Class; (b) shall be forever barred from requesting exclusion
10 from the Settlement Class in this or any other proceeding; (c) shall be bound by
11 the provisions of the Stipulation and Settlement and all proceedings,
12 determinations, orders, and judgments in the Action, including, but not limited
13 to, the Judgment and the Releases provided for therein, whether favorable or
14 unfavorable to the Settlement Class; and (d) will be barred from commencing,
15 maintaining, or prosecuting any of the Released Plaintiff's Claims against any of
16 the Settling Defendants' Releasees, as more fully described in the Stipulation
17 and Notice.

18 16. **Appearance and Objections at Settlement Hearing:** Any
19 Settlement Class Member who does not request exclusion from the Settlement
20 Class may enter an appearance in the Action, at his, her, or its own expense,
21 individually or through counsel of his, her, or its own choice, by filing with the
22 Clerk of Court and delivering a notice of appearance to both Lead Counsel and
23 Settling Defendants' Counsel, at the addresses set forth in paragraph 17 below,
24 such that it is received no later than twenty-one (21) calendar days prior to the
25 Settlement Hearing, or as the Court may otherwise direct. Any Settlement
26 Class Member who does not enter an appearance will be represented by Lead
27 Counsel.

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1 17. Any Settlement Class Member who does not request exclusion
 2 from the Settlement Class may file a written objection to the proposed
 3 Settlement, the proposed Plan of Allocation, and/or Lead Counsel’s motion for
 4 an award of attorneys’ fees and reimbursement of Litigation Expenses (including
 5 reimbursement of the reasonable costs and expenses to Plaintiff) and appear and
 6 show cause, if he, she, or it has any cause, why the proposed Settlement, the
 7 proposed Plan of Allocation and/or Lead Counsel’s motion for attorneys’ fees
 8 and reimbursement of Litigation Expenses (including reimbursement to
 9 Plaintiff) should not be approved; *provided, however*, that no Settlement Class
 10 Member shall be heard or entitled to contest the approval of the terms and
 11 conditions of the proposed Settlement, the proposed Plan of Allocation and/or
 12 the motion for attorneys’ fees and reimbursement of Litigation Expenses unless
 13 that person or entity has filed a written objection with the Court and served
 14 copies of such objection on Lead Counsel and Settling Defendants’ Counsel at
 15 the addresses set forth below such that they are received no later than twenty-
 16 one (21) calendar days prior to the Settlement Hearing.

<u>Clerk’s Office</u>	<u>Lead Counsel</u>	<u>Settling Defendants’ Counsel</u>
United States District Court for the Central District of California Clerk of the Court George E. Brown, Jr. Federal Building and United States Courthouse, 3470 12th St., Riverside, CA 92501	Pomerantz LLP Jeremy A. Lieberman, Esq. 600 Third Avenue, 20th Floor New York, NY 10016	Quinn Emanuel Urquhart & Sullivan, LLP Michael B. Carlinsky, Esq. 51 Madison Avenue New York, NY 10010

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 27 18. Any objections, filings, and other submissions by the objecting
 28 Settlement Class Member: (a) must state the name, address, and telephone

1 number of the person or entity objecting and must be signed by the objector;
2 (b) must contain a statement of the Settlement Class Member's objection or
3 objections and the specific reasons for each objection, including any legal and
4 evidentiary support the Settlement Class Member wishes to bring to the Court's
5 attention; (c) must state the number of times the Settlement Class Member
6 and/or his, her, or its counsel has filed an objection to a class action settlement
7 in the last five years, the nature of each such objection in each case, the
8 jurisdiction in each case, and the name of the issuer of the security or seller of
9 the product or service at issue in each case; and (d) must include documents
10 sufficient to prove membership in the Settlement Class, including the number of
11 shares of ChinaCache ADRs that the objecting Settlement Class Member
12 purchased/acquired and/or sold during the period from April 10, 2015, through
13 and including May 17, 2019, as well as the dates and prices of each such
14 purchase/acquisition and sale. Objectors who enter an appearance and desire to
15 present evidence at the Settlement Hearing in support of their objection must
16 include in their written objection or notice of appearance the identity of any
17 witnesses they may call to testify and any exhibits they intend to introduce into
18 evidence at the hearing.

19 19. Any Settlement Class Member who or that does not make his, her,
20 or its objection in the manner provided herein shall be deemed to have waived
21 his, her, or its right to object to any aspect of the proposed Settlement, the
22 proposed Plan of Allocation, and Lead Counsel's motion for an award of
23 attorneys' fees and reimbursement of Litigation Expenses (including
24 reimbursement to Plaintiff) and shall be forever barred and foreclosed from
25 objecting to the fairness, reasonableness, or adequacy of the Settlement, the Plan
26 of Allocation, or the requested attorneys' fees and Litigation Expenses
27 (including reimbursement to Plaintiff), or from otherwise being heard
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1 concerning the Settlement, the Plan of Allocation, or the requested attorneys'
2 fees and Litigation Expenses in this or any other proceeding.

3 20. **Stay and Temporary Injunction:** Until otherwise ordered by the
4 Court, the Court stays all proceedings in the Action other than proceedings
5 necessary to carry out or enforce the terms and conditions of the Stipulation.
6 Pending final determination of whether the Settlement should be approved, the
7 Court bars and enjoins Plaintiff, and all other members of the Settlement Class,
8 from commencing or prosecuting any and all of the Released Plaintiff's Claims
9 against each and all of the Defendants' Releasees.

10 21. **Settlement Administration Fees and Expenses:** The Escrow
11 Agent may, at any time after entry of this Order and without further approval
12 from Settlement Defendants or the Court, disburse at the direction of Lead
13 Counsel up to \$250,000.00 for all reasonable costs incurred in identifying
14 Settlement Class Members and notifying them of the Settlement and
15 administering the Settlement.

16 22. **Settlement Fund:** The contents of the Settlement Fund held by
17 The Huntington National Bank (which the Court approves as the Escrow
18 Agent), shall be deemed and considered to be *in custodia legis* of the Court, and
19 shall remain subject to the jurisdiction of the Court, until such time as they shall
20 be distributed pursuant to the Stipulation and/or further order(s) of the Court.

21 23. **Taxes:** Lead Counsel is authorized and directed to prepare any tax
22 returns and any other tax reporting form for or in respect to the Settlement
23 Fund, to pay from the Settlement Fund any Taxes owed with respect to the
24 Settlement Fund, and otherwise to perform all obligations with respect to Taxes
25 and any reporting or filings in respect thereof without further order of the Court
26 in a manner consistent with the provisions of the Stipulation.

27 24. **Termination of Settlement:** If the Settlement is terminated as
28 provided in the Stipulation, the Settlement is not approved, or the Effective

1 Date of the Settlement otherwise fails to occur, then this Order shall be vacated,
2 rendered null and void and be of no further force and effect, except as otherwise
3 provided by the Stipulation, and this Order shall be without prejudice to the
4 rights of Plaintiff, the other Settlement Class Members, and Defendants, and the
5 Parties shall revert to their respective positions in the Action as of October 28,
6 2020, as provided in the Stipulation.

7 25. **Use of this Order:** Neither this Order, the Memorandum of
8 Understanding, the Stipulation (whether or not consummated), including the
9 exhibits thereto and the Plan of Allocation contained therein (or any other plan
10 of allocation that may be approved by the Court), the negotiations leading to the
11 execution of the Memorandum of Understanding and the Stipulation, nor any
12 proceedings taken pursuant to or in connection with the Memorandum of
13 Understanding, the Stipulation, and/or approval of the Settlement (including
14 any arguments proffered in connection therewith): (a) shall be offered against
15 any of the Settling Defendants' Releasees as evidence of, or construed as, or
16 deemed to be evidence of, any presumption, concession, or admission by any of
17 the Settling Defendants' Releasees with respect to the truth of any fact alleged
18 by Plaintiff or the validity of any claim that was or could have been asserted or
19 the deficiency of any defense that has been or could have been asserted in this
20 Action or in any other litigation, or of any liability, negligence, fault, or other
21 wrongdoing of any kind of any of the Settling Defendants' Releasees or in any
22 way referred to for any other reason as against any of the Settling Defendants'
23 Releasees, in any civil, criminal, or administrative action or proceeding, other
24 than such proceedings as may be necessary to effectuate the provisions of the
25 Stipulation; (b) shall be offered against any of the Plaintiff's Releasees, as
26 evidence of, or construed as, or deemed to be evidence of, any presumption,
27 concession, or admission by any of the Plaintiff's Releasees that any of their
28 claims are without merit, that any of the Settling Defendants' Releasees had

1 meritorious defenses, or that damages recoverable under the Amended
2 Complaint would not have exceeded the Settlement Amount or with respect to
3 any liability, negligence, fault, or wrongdoing of any kind, or in any way referred
4 to for any other reason as against any of the Plaintiff's Releasees, in any civil,
5 criminal, or administrative action or proceeding, other than such proceedings as
6 may be necessary to effectuate the provisions of the Stipulation; or (c) shall be
7 construed against any of the Releasees as an admission, concession, or
8 presumption that the consideration to be given under the Settlement represents
9 the amount that could be or would have been recovered after trial; provided,
10 however, that if the Stipulation is approved by the Court, then the Parties and
11 the Releasees and their respective counsel may refer to it to effectuate the
12 protections from liability granted thereunder or otherwise to enforce the terms
13 of the Settlement.

14 26. **Supporting Papers:** Lead Counsel shall file and serve the opening
15 papers in support of the proposed Settlement, the Plan of Allocation, and Lead
16 Counsel's motion for an award of attorneys' fees and reimbursement of
17 Litigation Expenses (including reimbursement to Plaintiff) no later than thirty-
18 five (35) calendar days prior to the Settlement Hearing; and reply papers, if any,
19 shall be filed no later than seven (7) calendar days prior to the Settlement
20 Hearing.

21 27. The Court retains jurisdiction to consider all further applications
22 arising out of or connected with the proposed Settlement.

23 **IT IS SO ORDERED.**

24
25 Dated: April 26, 2021

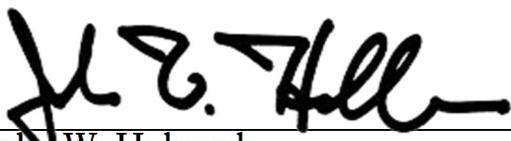
26 
27 _____
28 John W. Holcomb
UNITED STATES DISTRICT JUDGE

EXHIBIT A-1

Exhibit A-1

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

WILLIAM LIKAS, Individually and On)
Behalf of All Others Similarly Situated,)

No.: 2:19-cv-06942-JWH-SS

Plaintiff,)

v.)

CHINACACHE INTERNATIONAL)
HOLDINGS LTD., SONG WANG,)
GUANGSHENG MENG, FENGYE)
GAO, and JING AN,)

Defendants.)

**NOTICE OF (I) PENDENCY OF CLASS ACTION AND PROPOSED
SETTLEMENT; (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.***

1 **NOTICE OF PENDENCY OF CLASS ACTION:** Please be advised that your rights may be
2 affected by the above-captioned securities class action (the “Action”) pending in the
3 United States District Court for the Central District of California (the “Court”), if,
4 during the period between April 10, 2015 and May 17, 2019, inclusive (the “Settlement
5 Class Period”), you purchased or otherwise acquired the American Depositary Shares
6 (also referred to as American Depositary Receipts) (“ADRs”) of ChinaCache
7 International Holdings Ltd. (“ChinaCache” or the “Company”) and were allegedly
8 damaged thereby (the “Settlement Class”).¹

9
10 **NOTICE OF SETTLEMENT:** Please also be advised that the Court-appointed Lead
11 Plaintiff The ChinaCache Investor Group (consisting of Plaintiffs Jingwen Zhang and
12 Bingyang Cheng (“Plaintiff”)), on behalf of itself and the Settlement Class (as defined
13 in ¶ 19 below), has reached a proposed settlement of the Action for \$1,800,000 in cash
14 that, if approved, will resolve all claims in the Action (the “Settlement”).

15
16 **PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important**
17 **rights you may have, including the possible receipt of cash from the Settlement. If**
18 **you are a member of the Settlement Class, your legal rights will be affected**
19 **whether or not you act.**

20
21 **If you have any questions about this Notice, the proposed Settlement, or your**
22 **eligibility to participate in the Settlement, please DO NOT contact ChinaCache,**
23 **any other defendants in the Action, or their counsel. All questions should be**
24 **directed to Lead Counsel or the Claims Administrator (see ¶ 79 below).**

25
26 ¹ All capitalized terms used in this Notice that are not otherwise defined herein shall
27 have the meanings ascribed to them in the Stipulation and Agreement of Settlement
28 dated December 15, 2020 (the “Stipulation”), which is available at www.chinacachesettlement.com.

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1. **Description of the Action and the Settlement Class:** This Notice relates to a proposed Settlement of claims in a pending securities class action brought by investors alleging, among other things, that defendants ChinaCache, Song Wang, Guangsheng Meng, Fengye Gao and Jing An (collectively, the “Defendants”)² violated the federal securities laws by making false and misleading statements regarding ChinaCache. As discussed below, Defendants deny these allegations and any wrongdoing. A more detailed description of the Action is set forth in ¶¶ 11-18 below. The proposed Settlement, if approved by the Court, will settle claims of the Settlement Class, as defined in ¶ 19 below.

2. **Statement of the Settlement Class’s Recovery:** Subject to Court approval, Plaintiff, on behalf of itself and the Settlement Class, has agreed to settle the Action in exchange for a settlement payment of \$1,800,000 in cash (the “Settlement Amount”) to be deposited into an Escrow Account. The Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon (the “Settlement Fund”) less (a) any Taxes, (b) any Notice and Administration Costs, (c) any Litigation Expenses awarded by the Court, and (d) any attorneys’ fees awarded by the Court) will be distributed in accordance with a plan of allocation that is approved by the Court, which will determine how the Net Settlement Fund shall be allocated among members of the Settlement Class. The proposed plan of allocation (the “Plan of Allocation”) is set forth on pages ___ - ___ below.

3. **Estimate of Average Amount of Recovery Per Share:** Based on Plaintiff’s damages expert’s estimates of the number of ChinaCache ADRs purchased during the Settlement Class Period that may have been affected by the conduct at issue in the Action, and assuming that all Settlement Class Members elect to participate in

² Defendants Song Wang, Guangsheng Meng, Fengye Gao and Jing An are collectively referred to herein as the “Individual Defendants.”

1 the Settlement, the estimated average recovery (before the deduction of any Court-
2 approved fees, expenses and costs as described herein) per eligible share is \$0.09.
3 Settlement Class Members should note, however, that the foregoing average recovery
4 per share is only an estimate. Some Settlement Class Members may recover more or
5 less than this estimated amount depending on, among other factors, when and at what
6 prices they purchased/acquired or sold shares of ChinaCache ADRs, and the total
7 number of valid Claim Forms submitted. Distributions to Settlement Class Members
8 will be made based on the Plan of Allocation set forth herein (*see* pages ___-___ below)
9 or such other plan of allocation as may be ordered by the Court.

10 4. **Average Amount of Damages Per Share:** The Parties do not agree on
11 the average amount of damages per share that would be recoverable if Plaintiff were to
12 prevail in the Action. Among other things, Defendants do not agree with the assertion
13 that they violated the federal securities laws or that any damages were suffered by any
14 members of the Settlement Class as a result of their conduct.

15 5. **Attorneys' Fees and Expenses Sought:** Plaintiff's Counsel, which have
16 been prosecuting the Action on a wholly contingent basis since its inception in 2019,
17 have not received any payment of attorneys' fees for their representation of the
18 Settlement Class and have advanced the funds to pay expenses necessarily incurred to
19 prosecute this Action. Court-appointed Lead Counsel, Pomerantz LLP, will apply to
20 the Court for an award of attorneys' fees for all Plaintiff's Counsel in an amount not to
21 exceed 33.3% of the Settlement Fund plus interest. In addition, Lead Counsel will
22 apply for reimbursement of Litigation Expenses paid or incurred in connection with
23 the institution, prosecution and resolution of the claims against the Defendants plus
24 interest, in an amount not to exceed \$120,000, which may include an application for
25 reimbursement of the reasonable costs and expenses incurred by Plaintiff directly
26 related to its representation of the Settlement Class. Any fees and expenses awarded by
27 the Court will be paid from the Settlement Fund. Settlement Class Members are not
28

1 personally liable for any such fees or expenses. The estimated average cost per affected
2 share of ChinaCache ADRs, if the Court approves Lead Counsel’s fee and expense
3 application, is \$0.04 per eligible share.

4 **6. Identification of Attorneys’ Representatives:** Plaintiff and the
5 Settlement Class are represented by Jeremy A. Lieberman, Esq. of Pomerantz LLP,
6 600 Third Avenue, 20th Floor, New York, NY 10016, 212-661-1100. The Settling
7 Defendants are represented by Michael B. Carlinsky, Esq. of Quinn Emanuel Urquhart
8 & Sullivan, LLP, 51 Madison Avenue, 22ND Floor New York, New York 10010.

9 **7. Reasons for the Settlement:** Plaintiff’s principal reason for entering into
10 the Settlement is the substantial immediate cash benefit for the Settlement Class
11 without the risk or the delays inherent in further litigation. Moreover, the substantial
12 cash benefit provided under the Settlement must be considered against the significant
13 risk that a smaller recovery - or indeed no recovery at all - might be achieved after
14 contested motions, a trial of the Action and the likely appeals that would follow a trial.
15 This process could be expected to last several years. Settling Defendants, who deny all
16 allegations of wrongdoing or liability whatsoever, are entering into the Settlement
17 solely to eliminate the uncertainty, burden and expense of further protracted litigation.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:

**SUBMIT A CLAIM FORM
BY MAIL POSTMARKED
NO LATER THAN
_____, 2021 OR
ELECTRONICALLY BY
11:59 P.M. EST ON _____,
2021**

This is the only way to be eligible to receive a payment from the Settlement Fund. If you are a Settlement Class Member and you remain in the Settlement Class, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiff’s Claims (defined in ¶ 28 below) that you have against Defendants and Settling Defendants’ Releasees (defined in ¶ 29 below), so it is in your interest to submit a Claim Form.

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<p>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN _____, 2021.</p>	<p>If you exclude yourself from the Settlement Class, you will not be eligible to receive any payment from the Settlement Fund. This is the only option that allows you ever to be part of any other lawsuit against any of the Defendants or Settling Defendants' Releasees concerning the Released Plaintiff's Claims.</p>
<p>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN _____, 2021.</p>	<p>If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and reimbursement of Litigation Expenses, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation or the fee and expense request unless you are a Settlement Class Member and do not exclude yourself from the Settlement Class.</p>
<p>GO TO A HEARING ON _____, 2021 AT _____ .M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS <i>RECEIVED</i> NO LATER THAN _____, 2021.</p>	<p>Filing a written objection and notice of intention to appear by _____, 2021 allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement, the Plan of Allocation, and/or the request for attorneys' fees and reimbursement of Litigation Expenses. If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.</p>

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DO NOTHING.

If you are a member of the Settlement Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.

WHAT THIS NOTICE CONTAINS

Why Did I Get This Notice?	Page __
What Is This Case About?	Page __
How Do I Know If I Am Affected By The Settlement? Who Is Included In The Settlement Class?	Page __
What Are Lead Plaintiff’s Reasons For The Settlement?	Page __
What Might Happen If There Were No Settlement?	Page __
How Are Settlement Class Members Affected By The Action And The Settlement?	Page __
How Do I Participate In The Settlement? What Do I Need To Do?	Page __
How Much Will My Payment Be?	Page __
What Payment Are The Attorneys For The Settlement Class Seeking?	
How Will The Lawyers Be Paid?	Page __
What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself?	Page __
When And Where Will The Court Decide Whether To Approve The Settlement?	Page __
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1 If I Don't Like The Settlement? Page__

2 What If I Bought Shares On Someone Else's Behalf? Page __

3 Can I See The Court File? Whom Should I Contact If I Have
4 Questions? Page __

5 **WHY DID I GET THIS NOTICE?**

6 8. The Court directed that this Notice be mailed to you because you or
7 someone in your family or an investment account for which you serve as a custodian
8 may have purchased or otherwise acquired ChinaCache ADRs during the Settlement
9 Class Period. The Court has directed us to send you this Notice because, as a potential
10 Settlement Class Member, you have a right to know about your options before the
11 Court rules on the proposed Settlement. Additionally, you have the right to understand
12 how this class action lawsuit may generally affect your legal rights. If the Court
13 approves the Settlement and the Plan of Allocation (or some other plan of allocation),
14 the Claims Administrator selected by Plaintiff and approved by the Court will make
15 payments pursuant to the Settlement after any objections and appeals are resolved.

16 9. The purpose of this Notice is to inform you of the existence of this case,
17 that it is a class action, how you might be affected, and how to exclude yourself from
18 the Settlement Class if you wish to do so. It is also being sent to inform you of the
19 terms of the proposed Settlement, and of a hearing to be held by the Court to consider
20 the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of
21 Allocation and the motion by Lead Counsel for an award of attorneys' fees and
22 reimbursement of Litigation Expenses (the "Settlement Hearing"). See ¶ 70 below for
23 details about the Settlement Hearing, including the date and location of the hearing.

24 10. The issuance of this Notice is not an expression of any opinion by the
25 Court concerning the merits of any claim in the Action, and the Court still must decide
26 whether to approve the Settlement. If the Court approves the Settlement and a plan of
27 allocation, then payments to Authorized Claimants will be made after any appeals are
28

1 resolved and after the completion of all claims processing. Please be patient, as this
2 process can take some time to complete.

3 **WHAT IS THIS CASE ABOUT?**
4

5 11. On October 2, 2019, by Order Appointing Lead Plaintiff and Approving
6 Selection of Counsel, the Honorable Fernando M. Olguin appointed The ChinaCache
7 Investor Group (consisting of Plaintiffs Jingwen Zhang and Bingyang Cheng) as Lead
8 Plaintiff for the Action; and approved Lead Plaintiff’s selection of Pomerantz LLP as
9 Lead Counsel in *Likas v. ChinaCache International Holdings Ltd. et al.*, 2:19-cv-
10 06942. ([Dkt. No. 25](#)).

11 12. On April 24, 2020, the parties jointly submitted a stipulation informing
12 the Court of an upcoming mediation and requested an extension of time for the filing
13 of an amended complaint and related briefing, which was granted on April 27, 2020.
14 (Dkt. Nos. 42-43). Beginning in April 2020, the Parties engaged in arm’s-length
15 settlement negotiations for months, including participating in one full-day mediation
16 session in June 2020.

17 13. On June 18, 2020, Lead Counsel and Defendants’ Counsel participated in
18 a full-day virtual mediation session before a highly experienced third-party mediator,
19 David Murphy of Phillips ADR (the “Mediator”). In advance of that session, the
20 Parties exchanged, and provided to the Mediator, detailed mediation statements and
21 exhibits that addressed liability and damages issues. During the mediation session,
22 both sides had detailed discussions about the merits of Plaintiff’s claims and the
23 defenses to those claims. The Parties were unable to reach an agreement to settle the
24 Action during the mediation. The Parties, however, continued their arm’s-length
25 settlement negotiation afterwards while they concurrently proceeded with this Action.

26 14. On July 9, 2020, Plaintiff filed its Amended Complaint (the “Amended
27 Complaint”) asserting claims against all Defendants under Section 10(b) of the
28

1 Securities Exchange Act of 1934 (the “Exchange Act”) and Rule 10b-5 promulgated
2 thereunder, and against the Individual Defendants under Section 20(a) of the Exchange
3 Act. (Dkt. No. 44). The Amended Complaint alleged that throughout the Class Period,
4 Defendants made materially false and misleading statements and failed to disclose that
5 ChinaCache and Defendant Song Wang (“Wang”)—the Company’s Chief Executive
6 Officer (“CEO”) and Chairman of the Board of Directors (“Chairman”)—were
7 involved in a bribery scandal. The foregoing conduct allegedly placed ChinaCache and
8 Wang at a heightened risk of criminal investigation and enforcement action by
9 government authorities, which would foreseeably disrupt the Company’s operations.
10 The Amended Complaint further alleges that this resulted in the criminal investigations
11 of Wang and the Company, the arrest of Wang, and the indictment of the Company in
12 China. On October 6, 2020, the Settling Defendants filed their Motion to Dismiss the
13 Amended Complaint. (Dkt. No. 67).

14 15. On October 28, 2020, the Parties reached an agreement in principle to
15 settle the Action. The agreement was memorialized in a memorandum of understanding
16 (the “Memorandum of Understanding”) which was fully executed on October 28, 2020.
17 The Memorandum of Understanding sets forth, among other things, the Parties’
18 agreement to fully and finally settle and release all claims that were asserted or could
19 have been asserted in the Action in return for a cash payment by or on behalf of
20 Defendants of \$1,800,000 for the benefit of the Settlement Class. The Stipulation
21 reflects the final and binding agreement between the Parties.

22 16. Based upon their investigation, prosecution and mediation of the case,
23 Plaintiff and Lead Counsel have concluded that the terms and conditions of the
24 Stipulation are fair, reasonable and adequate to Plaintiff and the other members of the
25 Settlement Class, and in their best interests. Based on Plaintiff’s direct oversight of the
26 prosecution of this matter and with the advice of its counsel, Plaintiff has agreed to
27 settle and release the claims that were asserted or could have been asserted in the Action
28

1 pursuant to the terms and provisions of the Stipulation, after considering, among other
2 things: (a) the substantial financial benefit that Plaintiff and the other members of the
3 Settlement Class will receive under the proposed Settlement; and (b) the significant
4 risks and costs of continued litigation and trial.

5 17. The Settling Defendants are entering into the Stipulation solely to
6 eliminate the uncertainty, burden and expense of further protracted litigation. Each of
7 the Settling Defendants denies any wrongdoing, and the Stipulation shall in no event
8 be construed or deemed to be evidence of or an admission or concession on the part of
9 any of the Defendants, or any of the Settling Defendants' Releasees (defined in ¶ 29
10 below), with respect to any claim or allegation of any fault or liability or wrongdoing
11 or damage whatsoever, or any infirmity in the defenses that the Defendants have, or
12 could have, asserted. Similarly, the Stipulation shall in no event be construed or deemed
13 to be evidence of or an admission or concession on the part of any Plaintiff of any
14 infirmity in any of the claims asserted in the Action, or an admission or concession that
15 any of the Defendants' defenses to liability had any merit.

16 18. On _____, 20__, the Court preliminarily approved the Settlement,
17 authorized this Notice to be disseminated to potential Settlement Class Members, and
18 scheduled the Settlement Hearing to consider whether to grant final approval to the
19 Settlement.

20 **HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?**
21 **WHO IS INCLUDED IN THE SETTLEMENT CLASS?**

22 19. If you are a member of the Settlement Class, you are subject to the
23 Settlement, unless you timely request to be excluded. The Settlement Class consists of:
24 all persons and entities who or which purchased or otherwise acquired
25 ChinaCache Securities³ between April 10, 2015 and May 17, 2019, inclusive,
26 _____

27 ³ ChinaCache Securities are defined as ChinaCache ADRs listed on NASDAQ under
28 the ticker symbol "CCIH" before September 6, 2019 and traded on the over-the-

1 and were allegedly damaged thereby.

2 Excluded from the Settlement Class are Settling Defendants, the present and former
3 Officers and directors of ChinaCache and any subsidiary thereof, and the Immediate
4 Family members, legal representatives, heirs, successors or assigns of such excluded
5 persons and any entity in which any such excluded person has or had a controlling
6 interest during the Settlement Class Period. Also excluded from the Settlement Class
7 are any persons or entities who or which exclude themselves by submitting a request
8 for exclusion in accordance with the requirements set forth in this Notice and persons
9 and entities with no compensable losses. *See* “What If I Do Not Want To Be A Member
10 Of The Settlement Class? How Do I Exclude Myself,” on page [] below.

11 **PLEASE NOTE: RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU**
12 **ARE A SETTLEMENT CLASS MEMBER OR THAT YOU WILL BE**
13 **ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU**
14 **ARE A SETTLEMENT CLASS MEMBER AND YOU WISH TO BE ELIGIBLE**
15 **TO PARTICIPATE IN THE DISTRIBUTION OF PROCEEDS FROM THE**
16 **SETTLEMENT, YOU ARE REQUIRED TO SUBMIT THE CLAIM FORM**
17 **THAT IS BEING DISTRIBUTED WITH THIS NOTICE AND THE REQUIRED**
18 **SUPPORTING DOCUMENTATION AS SET FORTH THEREIN**
19 **POSTMARKED NO LATER THAN _____, 2021. ALTERNATIVELY,**
20 **YOU MAY OBTAIN, COMPLETE AND SUBMIT AN ELECTRONIC CLAIM**
21 **BY 11:59 P.M. EST ON _____, 2021 AT WWW.**
22 **CHINACACHESETTLEMENT.COM.**

23 **WHAT ARE LEAD PLAINTIFF’S REASONS FOR THE SETTLEMENT?**
24

25 20. Plaintiff and Lead Counsel believe that the claims asserted against
26 _____
27 counter (“OTC”) market in the United States under the ticker symbol “CCIHY” since
28 September 6, 2019.

1 Defendants have merit. They recognize, however, the expense and length of continued
2 proceedings necessary to pursue their claims against the Defendants through trial and
3 appeals, as well as the very substantial risks they would face in establishing liability
4 and damages. Moreover, as to Plaintiff's claims, Plaintiff and Lead Counsel recognized
5 that Settling Defendants had numerous avenues of attack that could preclude a
6 recovery. For example, they would assert that Plaintiff could not prove loss causation
7 for much of the decline in the value of the ADRs. They would also assert that the
8 statements were not materially false and misleading, and that even if they were, the
9 statements were not made with the requisite state of mind to support the securities fraud
10 claims alleged. Even if the hurdles to establishing liability were overcome, the amount
11 of damages that could be attributed to each of the allegedly false statements would be
12 hotly contested. Plaintiff would have to prevail at several stages - motions to dismiss
13 and for summary judgment, class certification, trial, and if it prevailed on those, on the
14 appeals that were likely to follow. Thus, there were very significant risks attendant to
15 the continued prosecution of the Action.

16 21. In light of these risks, the amount of the Settlement and the immediacy of
17 recovery to the Settlement Class, Plaintiff and Lead Counsel believe that the proposed
18 Settlement is fair, reasonable and adequate, and in the best interests of the Settlement
19 Class. Plaintiff and Lead Counsel believe that the Settlement provides a substantial
20 benefit to the Settlement Class, namely \$1,800,000 in cash (less the various deductions
21 described in this Notice), as compared to the risk that the claims in the Action would
22 produce a smaller, or no recovery after summary judgment, trial and appeals, possibly
23 years in the future.

24 22. The Settling Defendants have denied the claims asserted against them in
25 the Action and deny having engaged in any wrongdoing or violation of law of any kind
26 whatsoever. The Settling Defendants have agreed to the Settlement solely to eliminate
27 the burden and expense of continued litigation. Accordingly, the Settlement may not
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1 be construed as an admission of any wrongdoing by Settling Defendants.

2 **WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?**

3
4 23. If there were no Settlement and Plaintiff failed to sufficiently allege or
5 prove any essential legal or factual element of its claims against Settling Defendants,
6 neither Plaintiff nor the other members of the Settlement Class would recover anything
7 from Settling Defendants. Also, if the Settling Defendants were successful in proving
8 any of their defenses, either at summary judgment, at trial or on appeal, the Settlement
9 Class could recover substantially less than the amount provided in the Settlement, or
10 nothing at all.

11 **HOW ARE SETTLEMENT CLASS MEMBERS AFFECTED**
12 **BY THE ACTION AND THE SETTLEMENT?**

13 24. As a Settlement Class Member, you are represented by Plaintiff and Lead
14 Counsel, unless you enter an appearance through counsel of your own choice at your
15 own expense. You are not required to retain your own counsel, but if you choose to do
16 so, such counsel must file a notice of appearance on your behalf and must serve copies
17 of his or her appearance on the attorneys listed in the section titled, “When And Where
18 Will The Court Decide Whether To Approve The Settlement? Do I Have To Come To
19 The Hearing? May I Speak At The Hearing If I Don’t Like The Settlement?,” below.

20 25. If you are a Settlement Class Member and do not wish to remain a
21 Settlement Class Member, you may exclude yourself from the Settlement Class by
22 following the instructions in the section titled, “What If I Do Not Want To Be A
23 Member Of The Settlement Class? How Do I Exclude Myself?,” below.

24 26. If you are a Settlement Class Member and you wish to object to the
25 Settlement, the Plan of Allocation, or Lead Counsel’s application for attorneys’ fees
26 and reimbursement of Litigation Expenses, or the awards to Plaintiff, and if you do not
27 exclude yourself from the Settlement Class, you may present your objections by
28

1 following the instructions in the section titled, “When And Where Will The Court
2 Decide Whether To Approve The Settlement? Do I Have To Come To The Hearing?
3 May I Speak At The Hearing If I Don’t Like The Settlement?,” below.

4 27. If you are a Settlement Class Member and you do not exclude yourself
5 from the Settlement Class, you will be bound by any orders issued by the Court. If the
6 Settlement is approved, the Court will enter a judgment (the “Judgment”). The
7 Judgment will dismiss with prejudice the claims against Defendants and will provide
8 that, upon the Effective Date of the Settlement, Plaintiff and each of the other
9 Settlement Class Members, on behalf of themselves, and their respective heirs,
10 executors, administrators, predecessors, successors, and assigns in their capacities as
11 such, will have fully, finally and forever compromised, settled, released, resolved,
12 relinquished, waived and discharged each and every Released Plaintiff’s Claim (as
13 defined in ¶ 28 below) against the Settling Defendants and the Settling Defendants’
14 Releasees (as defined in ¶ 29 below), and shall forever be barred and enjoined from
15 prosecuting any or all of the Released Plaintiff’s Claims against any of the Settling
16 Defendants’ Releasees.

17 28. “Released Plaintiff’s Claims” means any and all claims, demands, rights,
18 causes of action and liabilities, of every nature and description whatsoever, whether
19 based in law or equity, arising under federal, state, local, statutory or common law, or
20 any other law, rule or regulation, including both known and Unknown Claims, that
21 have been or could have been asserted in any forum by the members of the Settlement
22 Class, or the successors or assigns of any of them, in any capacity, arising out of, based
23 upon or related in any way to the purchase, acquisition, sale, or ownership of
24 ChinaCache securities during the Settlement Class Period. Released Plaintiff’s Claims
25 do not include: (i) any claims relating to the enforcement of the Settlement; and (ii) any
26 claims of any person or entity who or which submits a request for exclusion that is
27 accepted by the Court.

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1 29. “Settling Defendants’ Releasees” means Defendants and ChinaCache’s
2 current or former parents, subsidiaries, predecessors, successors, divisions, joint
3 ventures and general or limited partnerships, and each of their respective current or
4 former officers, directors, trustees, partners, contractors, auditors, principals, agents,
5 managing agents, employees, attorneys, accountants, investment bankers,
6 underwriters, insurers or reinsurers in their capacities as such, as well as each of the
7 Immediate Family members, heirs, executors, personal or legal representatives, estates,
8 beneficiaries, predecessors, successors and assigns of the Individual Defendants and
9 other individuals referred to in this paragraph.

10 30. “Unknown Claims” means any Released Plaintiff’s Claims which any
11 Plaintiff or any other Settlement Class Member does not know or suspect to exist in
12 his, her or its favor at the time of the release of such claims, and any Released
13 Defendants’ Claims which any Defendant or any other Defendants’ Releasee does not
14 know or suspect to exist in his, her, or its favor at the time of the release of such claims,
15 which, if known by him, her or it, might have affected any of his, her or its decision(s)
16 with respect to this Settlement, including, without limitation, a Settlement Class
17 Member’s decision not to opt-out or object. With respect to any and all Released
18 Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement,
19 Plaintiff and Defendants shall expressly waive, and each of the other Settlement Class
20 Members and each of the Settling Defendants’ Releasees and each of the Plaintiff’s
21 Releasees shall be deemed to have waived, and by operation of the Judgment shall have
22 expressly waived, any and all provisions, rights, and benefits conferred by any law of
23 any state or territory of the United States, or principle of common law or foreign law,
24 which is similar, comparable, or equivalent to California Civil Code §1542, which
25 provides:

26 A general release does not extend to claims that the creditor or releasing party
27 does not know or suspect to exist in his or her favor at the time of executing the
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1 release and that, if known by him or her, would have materially affected his or
2 her settlement with the debtor or released party.

3 Plaintiff, any other Settlement Class Member, Settling Defendants, and their respective
4 Releasees may hereafter discover facts in addition to or different from those which he,
5 she, or it now knows or believes to be true with respect to the subject matter of the
6 Released Claims, but the Parties stipulate and agree that, upon the Effective Date of
7 the Settlement, Plaintiff and each of the Settling Defendants shall expressly waive, and
8 each of the other Settlement Class Members and Releasees shall be deemed to have
9 waived, and by operation of the Judgment shall have expressly waived any and all
10 Released Claims without regard to the subsequent discovery or existence of such
11 different or additional facts. The Parties acknowledge, and each of the other Settlement
12 Class Members and each of the Settling Defendants' Releasees shall be deemed by
13 operation of law to have acknowledged, that the foregoing waiver was separately
14 bargained for and a key element of the Settlement.

15 31. The Judgment will also provide that, upon the Effective Date of the
16 Settlement, Settling Defendants, on behalf of themselves, and their respective heirs,
17 executors, administrators, predecessors, successors, and assigns in their capacities as
18 such, will have fully, finally and forever compromised, settled, released, resolved,
19 relinquished, waived and discharged each and every Released Defendants' Claim (as
20 defined in ¶ 32 below) against Plaintiff and the other Plaintiff's Releasees (as defined
21 in ¶ 33 below), and shall forever be barred and enjoined from prosecuting any or all of
22 the Released Defendants' Claims against any of the Plaintiff's Releasees.

23 32. "Released Defendants' Claims" means any and all claims, demands,
24 rights, causes of action, and liabilities, whether based in law or equity, arising under
25 federal, state, local, statutory or common law or any other law, rule or regulation
26 including both known and Unknown Claims, that arise out of or relate in any way to
27 the institution, prosecution, or settlement of the claims asserted in this Action against
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1 the Defendants, including under Rule 11 of the Federal Rules of Civil Procedure or for
2 any other fees or cost shifting. Released Defendants' Claims do not include any claims
3 relating to the enforcement of the Settlement, any claims between or among the
4 Defendants and Settling Defendants' Releasees, any claims between the Defendants
5 and Settling Defendants' Releasees and their respective insurers, or any claims against
6 any person or entity who or which submits a request for exclusion from the Settlement
7 Class that is accepted by the Court.

8 33. "Plaintiff's Releasees" means Plaintiff, Plaintiff's Counsel, and all other
9 Settlement Class Members, and their respective current and former officers, directors,
10 agents, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees,
11 employees, and attorneys, in their capacities as such.

12 **HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED**
13 **TO DO?**

14 34. To be eligible for a payment from the proceeds of the Settlement, you
15 must be a member of the Settlement Class and you must timely complete and return
16 the Claim Form with adequate supporting documentation to the Claims Administrator
17 at the address in ¶ 79 below, **postmarked no later than** _____. A Claim Form is
18 included with this Notice, or you may obtain one from the website maintained by the
19 Claims Administrator for the Settlement at www.chinacachesettlement.com, or you
20 may request that a Claim Form be mailed to you by calling the Claims Administrator
21 toll free at 1-866-274-4004. Electronic Claim Forms must be submitted by 11:59 p.m.
22 EST on _____, 2021. Please retain all records of your ownership of and transactions
23 in ChinaCache ADRs, as they may be needed to document your Claim. If you request
24 exclusion from the Settlement Class or do not submit a timely and valid Claim Form,
25 you will not be eligible to share in the Net Settlement Fund.
26
27
28

HOW MUCH WILL MY PAYMENT BE?

1
2 35. At this time, it is not possible to make any determination as to how much
3 any individual Settlement Class Member may receive from the Settlement.

4 36. Pursuant to the Settlement, Defendants have agreed to pay or caused to be
5 paid one million, eight hundred thousand dollars (\$1,800,000) in cash. The Settlement
6 Amount will be deposited into an Escrow Account. The Settlement Amount plus any
7 interest earned thereon is referred to as the “Settlement Fund.” If the Settlement is
8 approved by the Court and the Effective Date occurs, the “Net Settlement Fund” (that
9 is, the Settlement Fund less (a) all federal, state and/or local taxes on any income earned
10 by the Settlement Fund and the reasonable costs incurred in connection with
11 determining the amount of and paying taxes owed by the Settlement Fund (including
12 reasonable expenses of tax attorneys and accountants); (b) the costs and expenses
13 incurred in connection with providing notice to Settlement Class Members and
14 administering the Settlement on behalf of Settlement Class Members; and (c) any
15 attorneys’ fees and Litigation Expenses awarded by the Court) will be distributed to
16 Settlement Class Members who submit valid Claim Forms, in accordance with the
17 proposed Plan of Allocation or such other plan of allocation as the Court may approve
18 (“Authorized Claimants”).

19 37. The Net Settlement Fund will not be distributed unless and until the Court
20 has approved the Settlement and a plan of allocation, and the time for any petition for
21 rehearing, appeal or review, whether by certiorari or otherwise, has expired.

22 38. Neither Settling Defendants nor any other person or entity that paid any
23 portion of the Settlement Amount on their behalf are entitled to get back any portion
24 of the Settlement Fund once the Court’s order or judgment approving the Settlement
25 becomes Final. Settling Defendants shall not have any liability, obligation or
26 responsibility for the administration of the Settlement, the disbursement of the Net
27 Settlement Fund or the Plan of Allocation.

1 39. Approval of the Settlement is independent from approval of a plan of
2 allocation. Any determination with respect to a plan of allocation will not affect the
3 Settlement, if approved.

4 40. Unless the Court otherwise orders, any Settlement Class Member who
5 fails to submit a Claim Form electronically by 11:59 p.m. EST on _____, 2021 or
6 postmarked on or before _____, 2021, shall be fully and forever barred from
7 receiving payments pursuant to the Settlement but will in all other respects remain a
8 Settlement Class Member and be subject to the provisions of the Stipulation, including
9 the terms of any Judgment entered and the releases given. This means that each
10 Settlement Class Member releases the Released Plaintiff's Claims (as defined in ¶ 28
11 above) against the Settling Defendants' Releasees (as defined in ¶ 29 above) and will
12 be enjoined and prohibited from filing, prosecuting, or pursuing any of the Released
13 Plaintiff's Claims against any of the Settling Defendants' Releasees whether or not
14 such Settlement Class Member submits a Claim Form.

15 41. The Court has reserved jurisdiction to allow, disallow, or adjust on
16 equitable grounds the Claim of any Settlement Class Member.

17 42. Each Claimant shall be deemed to have submitted to the jurisdiction of the
18 Court with respect to his, her or its Claim Form.

19 43. Only Settlement Class Members, *i.e.*, persons and entities who purchased
20 or otherwise acquired ChinaCache ADRs during the Settlement Class Period and were
21 damaged as a result of such purchases or acquisitions will be eligible to share in the
22 distribution of the Net Settlement Fund. Persons and entities that are excluded from the
23 Settlement Class by definition or that exclude themselves from the Settlement Class
24 pursuant to a request will not be eligible to receive a distribution from the Net
25 Settlement Fund and should not submit Claim Forms. ChinaCache ADRs are the only
26 security that is included in the Settlement.

PROPOSED PLAN OF ALLOCATION

1
2 44. The objective of the Plan of Allocation is to equitably distribute the Net
3 Settlement Fund to those Settlement Class Members who suffered economic losses as
4 a proximate result of the alleged wrongdoing, as opposed to losses caused by market-
5 or industry-wide factors, or Company-specific factors unrelated to the alleged fraud.
6 The Claims Administrator shall determine each Authorized Claimant’s share of the Net
7 Settlement Fund based upon the recognized loss formula (the “Recognized Loss”)
8 described below. A Recognized Loss will be calculated for each share of ChinaCache
9 ADRs purchased or otherwise acquired during the Settlement Class Period, April 10,
10 2015 through May 17, 2019, both dates inclusive. The calculation of Recognized Loss
11 will depend upon several factors, including when the ChinaCache ADRs were
12 purchased or otherwise acquired during the Settlement Class Period, and in what
13 amounts, and whether such shares were sold, and if sold, when they were sold and for
14 what amounts. The calculations made pursuant to the Plan of Allocation are not
15 intended to be estimates of, nor indicative of, the amounts that Settlement Class
16 Members might have been able to recover after a trial. Nor are the calculations pursuant
17 to the Plan of Allocation intended to be estimates of the amounts that will be paid to
18 Authorized Claimants pursuant to the Settlement. The computations under the Plan of
19 Allocation are only a method to weigh the claims of Authorized Claimants against one
20 another for the purposes of making *pro rata* allocations of the Net Settlement Fund.
21 The Settlement Administrator will use its best efforts to administer and distribute the
22 Net Settlement Fund to the extent that it is equitably and economically feasible.

23 45. The Plan of Allocation was created with the assistance of a consulting
24 damages expert and reflects the assumption that the price of ChinaCache ADRs was
25 artificially inflated during the Settlement Class Period. The estimated alleged artificial
26 inflation in the price of ChinaCache ADRs is reflected in Table 1 below. The
27 computation of the estimated alleged artificial inflation in the price of ChinaCache
28

1 ADRs during the Settlement Class Period is based on certain misrepresentations
 2 alleged by Plaintiff and the Company-specific price change in the stock, net of market-
 3 and industry-wide factors, in reaction to the public announcements that allegedly
 4 corrected the misrepresentations alleged by Plaintiff.

5 46. Federal securities laws allow investors to recover for losses caused by
 6 disclosures which corrected a defendant's previous false or misleading statements.
 7 Thus, in order to have been damaged by the alleged violations of the federal securities
 8 laws, ChinaCache ADRs purchased or otherwise acquired during the Settlement Class
 9 Period must have been held during a period of time in which their price declined due
 10 to the disclosure of information which corrected an allegedly false or misleading
 11 statement. Plaintiff and Lead Counsel have determined that such price declines
 12 occurred on: May 17, 2019, September 6, 2019, September 9, 2019, September 10,
 13 2019, and September 11, 2019 (the "Corrective Disclosures"). Accordingly, if a
 14 ChinaCache ADR was sold before May 17, 2019 (the earliest Corrective Disclosure
 15 date), the Recognized Loss for such stock is \$0.00, and any loss suffered is not
 16 compensable under the federal securities laws. Likewise, if a ChinaCache ADR was
 17 both purchased and sold between two consecutive Corrective Disclosure dates, the
 18 Recognized Loss for such stock is \$0.00.

19 **Table 1**
 20 **Artificial Inflation in ChinaCache ADRs^{4 5}**

From	To	Per-Share Price Inflation**
April 10, 2015	May 16, 2019	\$1.08

24 _____
 25 ⁴ Any transactions in ChinaCache ADRs executed outside of regular trading hours for
 26 the U.S. financial markets shall be deemed to have occurred during the next regular
 trading session.

27 ⁵ September 11, 2019 is the latest Corrective Disclosure date. Thus, the estimated per-
 28 share price inflation in ChinaCache ADRs after September 10, 2019 is \$0.

1	May 17, 2019	September 5, 2019	\$0.87
2	September 6, 2019	September 8, 2019	\$0.36
3	September 9, 2019	September 9, 2019	\$0.22
4	September 10, 2019	September 10, 2019	\$0.15
5	September 11, 2019	Thereafter	\$0.00

6 ** Per-share price inflation shall not exceed the per-share purchase price for the stock.

7 47. The “90-day look back” provision of the Private Securities Litigation
8 Reform Act of 1995 (“PSLRA”) is incorporated into the calculation of the Recognized
9 Loss for ChinaCache ADRs. The limitations on the calculation of the Recognized Loss
10 imposed by the PSLRA are applied such that losses on ChinaCache ADRs purchased
11 during the Settlement Class Period and held as of the close of the 90-day period
12 subsequent to the Settlement Class Period (the “90-Day Lookback Period”)⁶ cannot
13 exceed the difference between the purchase price paid for such stock and the average
14 price of ChinaCache ADRs during the 90-Day Lookback Period. The Recognized Loss
15 on ChinaCache ADRs purchased during the Settlement Class Period and sold during
16 the 90-Day Lookback Period cannot exceed the difference between the purchase price
17 paid for such stock and the rolling average price of the ChinaCache ADRs during the
18 portion of the 90-Day Lookback Period elapsed as of the date of sale.

19 48. In the calculations below, all purchase and sale prices shall exclude any
20 fees, taxes and commissions. If a Recognized Loss amount is calculated to be a negative
21 number, that Recognized Loss shall be set to zero.

22 **CALCULATION OF RECOGNIZED LOSS PER CHINACACHE ADR**

23 49. Based on the formula set forth below, a Recognized Loss Amount per
24 share shall be calculated for each purchase or acquisition of ChinaCache ADRs during

25 _____
26 ⁶ Trading in ChinaCache ADRs was halted on May 17, 2019 at 11:12:36 a.m. ET, and
27 did not resume until September 6, 2019. For purposes of calculating the Recognized
28 Loss pursuant to the Plan of Allocation, the 90-Day Lookback Period is the period
from May 17, 2019 through December 3, 2019.

1 the Settlement Class Period (i.e., April 10, 2015 through May 17, 2019, inclusive) that
2 is listed in the Proof of Claim Form and for which adequate documentation is provided.

- 3 i. For each share of ChinaCache ADRs that was sold prior to May 17, 2019,
4 the Recognized Loss per share is \$0.00.
- 5 ii. For each share of ChinaCache ADRs that was purchased during the period
6 April 10, 2015 through May 16, 2019, inclusive, and subsequently sold
7 during the period May 17, 2019 through September 10, 2019, inclusive, (i.e.,
8 sold during the 90-Day Lookback Period prior to the latest Corrective
9 Disclosure date), the Recognized Loss per share is *the lesser of*:
- 10 a. the amount of per-share price inflation on the date of purchase as
11 appears in Table 1 above, *minus* the amount of per-share price
12 inflation on the date of sale as appears in Table 1 above; or
13 b. the per-share purchase price *minus* the “90-Day Lookback
14 Value” on the date of sale provided in Table 2 below.
- 15 iii. For each share of ChinaCache ADRs that was purchased during the period
16 April 10, 2015 through May 16, 2019, inclusive, and subsequently sold
17 during the period September 11, 2019 through December 3, 2019, inclusive,
18 (i.e., sold during the 90-Day Lookback Period on or after the latest
19 Corrective Disclosure date), the Recognized Loss per share is *the lesser of*:
- 20 a. the amount of per-share price inflation on the date of purchase as
21 appears in Table 1 above; or
22 b. the per-share purchase price *minus* the “90-Day Lookback
23 Value” on the date of sale provided in Table 2 below.
- 24 iv. For each share of ChinaCache ADRs that was purchased during the period
25 April 10, 2015 through May 16, 2019, inclusive, and still held as of close
26 of the U.S. financial markets on December 3, 2019, the Recognized Loss
27 per share is *the lesser of*:
- 28

- 1 a. the amount of per-share price inflation on the date of purchase as
 2 appears in Table 1 above; or
 3 b. the per-share purchase price *minus* the average closing price for
 4 ChinaCache ADRs during the 90-Day Lookback Period, which is
 5 \$0.07.
- 6 v. For each share of ChinaCache ADRs that was purchased on or after May
 7 17, 2019, the Recognized Loss per share is \$0.

8 **Table 2**

9 Sale /	90-Day	Sale /	90-Day	Sale /	90-Day	
10 Disposition	Lookback	Disposition	Lookback	Disposition	Lookback	
11 Date	Value	Date	Value	Date	Value	
12 5/17/2019	\$0.88	10/4/2019	\$0.11	11/4/2019	\$0.08	
13 9/6/2019	\$0.64	10/7/2019	\$0.11	11/5/2019	\$0.07	
14 9/9/2019	\$0.51	10/8/2019	\$0.10	11/6/2019	\$0.08	
15 9/10/2019	\$0.43	10/9/2019	\$0.10	11/7/2019	\$0.08	
16 9/11/2019	\$0.35	10/10/2019	\$0.10	11/8/2019	\$0.08	
17 9/12/2019	\$0.30	10/11/2019	\$0.10	11/11/2019	\$0.08	
18 9/13/2019	\$0.26	10/14/2019	\$0.10	11/12/2019	\$0.08	
19 9/16/2019	\$0.24	10/15/2019	\$0.09	11/13/2019	\$0.08	
20 9/17/2019	\$0.22	10/16/2019	\$0.09	11/14/2019	\$0.08	
21 9/18/2019	\$0.20	10/17/2019	\$0.09	11/15/2019	\$0.08	
22 9/19/2019	\$0.18	10/18/2019	\$0.08	11/18/2019	\$0.08	
23 9/20/2019	\$0.17	10/21/2019	\$0.08	11/19/2019	\$0.08	
24 9/23/2019	\$0.16	10/22/2019	\$0.08	11/20/2019	\$0.07	
25 9/24/2019	\$0.15	10/23/2019	\$0.08	11/21/2019	\$0.07	
26 9/25/2019	\$0.14	10/24/2019	\$0.08	11/22/2019	\$0.07	
27 9/26/2019	\$0.13	10/25/2019	\$0.08	11/25/2019	\$0.07	
28 9/27/2019	\$0.13	10/28/2019	\$0.08	11/26/2019	\$0.07	
	9/30/2019	\$0.13	10/29/2019	\$0.08	11/27/2019	\$0.07

- 25 -

1	10/1/2019	\$0.12	10/30/2019	\$0.08	11/29/2019	\$0.07
2	10/2/2019	\$0.12	10/31/2019	\$0.08	12/2/2019	\$0.07
3	10/3/2019	\$0.11	11/1/2019	\$0.08	12/3/2019	\$0.07

ADDITIONAL PROVISIONS

50. The Net Settlement Fund will be allocated among all Authorized Claimants whose Distribution Amount (defined in ¶ 53 below) is \$10.00 or greater.

51. If a Settlement Class Member has more than one purchase/acquisition or sale of ChinaCache ADRs, all purchases/acquisitions and sales shall be matched on a First In, First Out (“FIFO”) basis. Settlement Class Period sales will be matched first against any holdings of ChinaCache ADRs at the beginning of the Settlement Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition of ChinaCache ADRs made during the Settlement Class Period.

52. A Claimant’s “Recognized Claim” under the Plan of Allocation shall be the sum of his, her or its Recognized Losses for all shares of ChinaCache ADRs purchased or acquired during the Settlement Class Period.

53. The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which shall be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. If any Authorized Claimant’s Distribution Amount calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to such Authorized Claimant.

54. Purchases or acquisitions and sales of ChinaCache ADRs shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or

1 “payment” date. The receipt or grant by gift, inheritance or operation of law of
2 ChinaCache Securities during the Settlement Class Period shall not be deemed a
3 purchase or acquisition of ChinaCache ADRs for the calculation of an Authorized
4 Claimant’s Recognized Loss, nor shall the receipt or grant be deemed an assignment
5 of any claim relating to the purchase/acquisition of ChinaCache ADRs unless (i) the
6 donor or decedent purchased or otherwise acquired such stock during the Settlement
7 Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf
8 of the decedent, or by anyone else with respect to such stock; and (iii) it is specifically
9 so provided in the instrument of gift or assignment.

10 55. Notwithstanding any of the above, receipt of ChinaCache ADRs during
11 the Settlement Class Period in exchange for securities of any other corporation or entity
12 shall not be deemed a purchase or sale of ChinaCache ADRs.

13 56. The date of covering a “short sale” is deemed to be the date of purchase
14 or acquisition of ChinaCache ADRs. The date of a “short sale” is deemed to be the date
15 of sale of ChinaCache ADRs. Under the Plan of Allocation, however, the Recognized
16 Loss on “short sales” is zero. In the event that a Claimant has an opening short position
17 in ChinaCache ADRs, the earliest Settlement Class Period purchases or acquisitions of
18 the stock shall be matched against such opening short position, and not be entitled to a
19 recovery, until that short position is fully covered.

20 57. Option contracts are not securities eligible to participate in the Settlement.
21 With respect to ChinaCache ADRs purchased or sold through the exercise of an option,
22 the purchase/sale date of the stock is the exercise date of the option and the
23 purchase/sale price of the stock is the closing price of ChinaCache ADRs on the date
24 of exercise. Any Recognized Loss arising from purchases of ChinaCache ADRs
25 acquired during the Settlement Class Period through the exercise of an option on
26 ChinaCache ADRs⁷ shall be computed as provided for other purchases of ChinaCache

27 _____
28 ⁷ Including (1) purchases of ChinaCache ADRs as the result of the exercise of a call

1 ADRs in the Plan of Allocation.

2 58. To the extent a Claimant had a market gain with respect to his, her, or its
3 overall transactions in ChinaCache ADRs during the Settlement Class Period, the value
4 of the Claimant's Recognized Claim shall be zero. Such Claimants shall in any event
5 be bound by the Settlement. To the extent that a Claimant suffered an overall market
6 loss with respect to his, her, or its overall transactions in ChinaCache ADRs during the
7 Settlement Class Period, but that market loss was less than the total Recognized Claim
8 calculated above, then the Claimant's Recognized Claim shall be limited to the amount
9 of the actual market loss.

10 59. For purposes of determining whether a Claimant had a market gain with
11 respect to his, her, or its overall transactions in ChinaCache ADRs during the
12 Settlement Class Period or suffered a market loss, the Claims Administrator shall
13 determine the difference between (i) the Total Purchase Amount⁸ and (ii) the sum of
14 the Total Sales Proceeds⁹ and Total Holding Value.¹⁰ This difference shall be deemed
15 a Claimant's market gain or loss with respect to his, her, or its overall transactions in
16 ChinaCache ADRs during the Settlement Class Period.

17

18 option, and (2) purchases of ChinaCache ADRs by the seller of a put option as a result
19 of the buyer of such put option exercising that put option.

20 ⁸ The "Total Purchase Amount" is the total amount the Claimant paid (excluding
21 commissions and other charges) for all shares of ChinaCache ADRs purchased or
22 acquired during the Settlement Class Period.

23 ⁹ The Claims Administrator shall match any sales of ChinaCache ADRs during the
24 Settlement Class Period, first against the Claimant's opening position in ChinaCache
25 ADRs (the proceeds of those sales will not be considered for purposes of calculating
26 market gains or losses). The total amount received (excluding commissions and other
27 charges) for the remaining sales of ChinaCache ADRs sold during the Settlement Class
28 Period shall be the "Total Sales Proceeds."

¹⁰ The Claims Administrator shall ascribe a value of \$0.07 per share of ChinaCache
ADRs purchased or acquired during the Settlement Class Period and still held as of the
close of trading on May 17, 2019 (the "Holding Value"). The total Holding Value for
all ChinaCache ADRs purchased or acquired during the Settlement Class Period and
still held as of the close of trading on May 17, 2019 shall be the Claimant's "Total
Holding Value."

28

1 61. After the initial distribution of the Net Settlement Fund, the Claims
2 Administrator shall make reasonable and diligent efforts to have Authorized Claimants
3 cash their distribution checks. To the extent any monies remain in the fund eight (8)
4 months after the initial distribution, if Lead Counsel, in consultation with the Claims
5 Administrator, determines that it is cost-effective to do so, the Claims Administrator
6 shall conduct a re-distribution of the funds remaining after payment of any unpaid fees
7 and expenses incurred in administering the Settlement, including for such re-
8 distribution, to Authorized Claimants who have cashed their initial distributions and
9 who would receive at least \$10.00 from such re-distribution. Additional re-distributions
10 to Authorized Claimants who have cashed their prior checks and who would receive at
11 least \$10.00 on such additional re-distributions may occur thereafter if Lead Counsel,
12 in consultation with the Claims Administrator, determines that additional re-
13 distributions, after the deduction of any additional fees and expenses incurred in
14 administering the Settlement, including for such re-distributions, would be cost-
15 effective.

16 62. Payment pursuant to the Plan of Allocation, or such other plan of
17 allocation as may be approved by the Court, shall be conclusive against all Authorized
18 Claimants. No person shall have any claim against Plaintiff, Plaintiff's Counsel,
19 Plaintiff's damages expert, Defendants, Defendants' Counsel, or any of the other
20 Releasees, or the Claims Administrator or other agent designated by Lead Counsel
21 arising from distributions made substantially in accordance with the Stipulation, the
22 plan of allocation approved by the Court, or further Orders of the Court. Plaintiff,
23 Defendants and their respective counsel, and all Settling Defendants' Releasees, shall
24 have no responsibility or liability whatsoever for the investment or distribution of the
25 Settlement Fund, the Net Settlement Fund, the plan of allocation, or the determination,
26 administration, calculation, or payment of any Claim Form or nonperformance of the
27 Claims Administrator, the payment or withholding of taxes owed by the Settlement

1 Fund, or any losses incurred in connection therewith.

2 63. The Plan of Allocation set forth herein is the plan that is being proposed
3 to the Court for its approval by Plaintiff after consultation with its damages expert. The
4 Court may approve this plan as proposed or it may modify the Plan of Allocation
5 without further notice to the Settlement Class. Any Orders regarding any modification
6 of the Plan of Allocation will be posted on the settlement website, [www.
7 chinacachesettlement.com](http://www.chinacachesettlement.com).

8 **WHAT PAYMENT ARE THE ATTORNEYS FOR THE SETTLEMENT**
9 **CLASS SEEKING?**
10 **HOW WILL THE LAWYERS BE PAID?**

11 64. Plaintiff's Counsel have not received any payment for their services in
12 pursuing claims against the Defendants on behalf of the Settlement Class, nor have
13 Plaintiff's Counsel been reimbursed for their out-of-pocket expenses. Before final
14 approval of the Settlement, Lead Counsel will apply to the Court for an award of
15 attorneys' fees for all Plaintiff's Counsel in an amount not to exceed 33.3% of the
16 Settlement Fund plus interest. At the same time, Lead Counsel also intends to apply for
17 reimbursement of Litigation Expenses plus interest in an amount not to exceed
18 \$120,000, which may include an application for reimbursement of the reasonable costs
19 and expenses incurred by Plaintiff directly related to its representation of the Settlement
20 Class. The Court will determine the amount of any award of attorneys' fees or
21 reimbursement of Litigation Expenses. Such sums as may be approved by the Court
22 will be paid from the Settlement Fund. Settlement Class Members are not personally
23 liable for any such fees or expenses.

24 **WHAT IF I DO NOT WANT TO BE A MEMBER OF THE SETTLEMENT**
25 **CLASS? HOW DO I EXCLUDE MYSELF?**

26 65. Each Settlement Class Member will be bound by all determinations and
27 judgments in this lawsuit, whether favorable or unfavorable, unless such person or
28

1 entity mails or delivers a written Request for Exclusion from the Settlement Class to
2 the following recipients: (i) **Likas v. ChinaCache International Holdings Ltd. et al.**,
3 EXCLUSIONS, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson Street,
4 Suite 205, Media, PA 19063 and (ii) both Lead Counsel and Defendants' Counsel, at
5 the addresses set forth in ¶ 71 below. The exclusion request must be **received** no later
6 than _____. You will not be able to exclude yourself from the Settlement Class
7 after that date. Each Request for Exclusion must (a) state the name, address and
8 telephone number of the person or entity requesting exclusion, and in the case of
9 entities the name and telephone number of the appropriate contact person; (b) state that
10 such person or entity "requests exclusion from the Settlement Class in **Likas v.**
11 **ChinaCache International Holdings Ltd. et al.**, 2:19-cv-06942"; (c) identify and state
12 the number of ChinaCache ADRs that the person or entity requesting exclusion
13 purchased/acquired and/or sold during the period from April 10, 2015 through and
14 including May 17, 2019, as well as the dates and prices of each such
15 purchase/acquisition and sale; and (d) be signed by the person or entity requesting
16 exclusion or an authorized representative. A Request for Exclusion shall not be valid
17 and effective unless it provides all the information called for in this paragraph and is
18 received within the time stated above or is otherwise accepted by the Court.

19 66. If you do not want to be part of the Settlement Class, you must follow
20 these instructions for exclusion even if you have pending, or later file, another lawsuit,
21 arbitration, or other proceeding relating to any Released Plaintiff's Claim against any
22 of the Settling Defendants' Releasees.

23 67. If you ask to be excluded from the Settlement Class, you will not be
24 eligible to receive any payment out of the Net Settlement Fund.

25 68. Defendants have the right to terminate the Settlement if valid requests for
26 exclusion are received from persons and entities entitled to be members of the
27 Settlement Class in an amount that exceeds an amount agreed to by Plaintiff and
28

1 Defendants.

<p>2 WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO</p> <p>3 APPROVE THE SETTLEMENT?</p> <p>4 DO I HAVE TO COME TO THE HEARING?</p> <p>5 MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE</p> <p>6 SETTLEMENT?</p>
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7 **69. Settlement Class Members do not need to attend the Settlement**
8 **Hearing. The Court will consider any submission made in accordance with the**
9 **provisions below even if a Settlement Class Member does not attend the hearing.**
10 **You can participate in the Settlement without attending the Settlement Hearing.**

11 70. The Settlement Hearing will be held on _____ at __:__ .m., before
12 the Honorable John W. Holcomb at the United States District Court for the Central
13 District of California, George E. Brown, Jr. Federal Building and United States
14 Courthouse, 3470 12th St., Riverside, CA 92501, Courtroom 2. The Court reserves the
15 right to approve the Settlement, the Plan of Allocation, Lead Counsel’s motion for an
16 award of attorneys’ fees and reimbursement of Litigation Expenses and/or any other
17 matter related to the Settlement at or after the Settlement Hearing without further notice
18 to the members of the Settlement Class.

19 71. Any Settlement Class Member who or which does not request exclusion
20 may object to the Settlement, the proposed Plan of Allocation or Lead Counsel’s
21 motion for an award of attorneys’ fees and reimbursement of Litigation Expenses.
22 Objections must be in writing. You must file any written objection, together with copies
23 of all other papers and briefs supporting the objection, with the Clerk’s Office at the
24 United States District Court for the Central District of California at the address set forth
25 below on or before _____. You must also serve the papers on Lead Counsel
26 and on Defendants’ Counsel at the addresses set forth below so that the papers **are**
27 **received on or before** _____.

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Clerk’s Office
United States
District Court for
the Central District
of California
Clerk of the Court
George E. Brown,
Jr. Federal Building
and United States
Courthouse,
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**Quinn Emanuel
Urquhart & Sullivan,
LLP**
Michael B. Carlinsky
51 Madison Avenue,
22nd Floor
New York, New York
10010

72. Any objection (a) must state the name, address and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the Settlement Class Member’s objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court’s attention; and (c) must include documents sufficient to prove membership in the Settlement Class, including the number of shares of ChinaCache ADRs that the objecting Settlement Class Member purchased/acquired and/or sold during the period from April 10, 2015 through and including May 17, 2019, as well as the dates and prices of each such purchase/acquisition and sale. You may not object to the Settlement, the Plan of Allocation or Lead Counsel’s motion for attorneys’ fees and reimbursement of Litigation Expenses if you exclude yourself from the Settlement Class or if you are not a member of the Settlement Class.

73. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

1 74. If you wish to be heard orally at the hearing in opposition to the approval
2 of the Settlement, the Plan of Allocation or Lead Counsel’s motion for an award of
3 attorneys’ fees and reimbursement of Litigation Expenses, and if you timely file and
4 serve a written objection as described above, you must also file a notice of appearance
5 with the Clerk’s Office and serve it on Lead Counsel and Defendants’ Counsel at the
6 addresses set forth above so that it is **received on or before** _____. Persons who
7 intend to object and desire to present evidence at the Settlement Hearing must include
8 in their written objection or notice of appearance the identity of any witnesses they may
9 call to testify and exhibits they intend to introduce into evidence at the hearing. Such
10 persons may be heard orally at the discretion of the Court.

11 75. You are not required to hire an attorney to represent you in making written
12 objections or in appearing at the Settlement Hearing. However, if you decide to hire an
13 attorney, it will be at your own expense, and that attorney must file a notice of
14 appearance with the Court and serve it on Lead Counsel and Defendants’ Counsel at
15 the addresses set forth in ¶ 71 above so that the notice is **received on or before**
16 _____.

17 76. The Settlement Hearing may be adjourned by the Court without further
18 written notice to the Settlement Class. If you intend to attend the Settlement Hearing,
19 you should confirm the date and time with Lead Counsel.

20 77. Unless the Court orders otherwise, any Settlement Class Member who
21 does not object in the manner described above will be deemed to have waived any
22 objection and shall be forever foreclosed from making any objection to the proposed
23 Settlement, the proposed Plan of Allocation or Lead Counsel’s motion for an award of
24 attorneys’ fees and reimbursement of Litigation Expenses. Settlement Class Members
25 do not need to appear at the Settlement Hearing or take any other action to indicate
26 their approval.

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WHAT IF I BOUGHT SHARES ON SOMEONE ELSE’S BEHALF?

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78. If you purchased or otherwise acquired ChinaCache ADRs between April 10, 2015 and May 17, 2019, inclusive, for the beneficial interest of persons or organizations other than yourself, you must either (a) within seven (7) calendar days of receipt of the letter, request from the Claims Administrator sufficient copies of the Notice and Claim Form (the “Notice Packet”) to forward to all such beneficial owners/purchasers and within seven (7) calendar days of receipt of those Notice Packets forward them to all such beneficial owners/purchasers; or (b) within seven (7) calendar days of receipt of the letter, provide a list of the names and addresses of all such beneficial owners/purchasers to *Likas v. ChinaCache International Holdings Ltd. et al.*, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson Street, Suite 205, Media, PA 19063; toll-free: (866) 274-4004; fax: (610) 565-7985 info@strategicclaims.net. If you choose the second option, the Claims Administrator will send a copy of the Notice and the Claim Form to the beneficial owners/purchasers. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred in an amount not to exceed \$0.15 plus postage at the current pre-sort rate used by the Claims Administrator per Notice Packet; or \$0.05 per Notice Packet transmitted by email; or \$0.05 per name, mailing address, and email address (to the extent available) provided to the Claims Administrator, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice and the Claim Form may also be obtained from the website maintained by the Claims Administrator, www.chinacachesettlement.com, or by calling the Claims Administrator toll-free at 1-866-274-4004.

**CAN I SEE THE COURT FILE?
WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?**

79. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in this Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Clerk, United States District Court for the Central District of California, George E. Brown, Jr. Federal Building and United States Courthouse, 3470 12th St., Riverside, CA 92501. Additionally, copies of the Stipulation and any related orders entered by the Court will be posted on the website maintained by the Claims Administrator, www.chinacachesettlement.com.

All inquiries concerning this Notice and the Claim Form should be directed to:

Likas v. ChinaCache International Holdings Ltd. et al.

c/o Strategic Claims Services
600 N. Jackson St., Suite 205
P. O. Box 230
Media, PA 19063
Toll-Free: 1-866-274-4004
Fax: 610-565-7985
www.chinacachesettlement.com

and/or

Jeremy Lieberman, Esq.
Pomerantz LLP
600 Third Avenue, 20th Fl.
New York, New York 10016
212-661-1100
jalieberman@pomlaw.com

**DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE
CLERK OF THE COURT, DEFENDANTS OR THEIR COUNSEL**

1 **REGARDING THIS NOTICE.**

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Dated: _____, 20 _

By Order of the Court
United States District Court
CDCA

EXHIBIT A-2

PROOF OF CLAIM FORM

Likas v. ChinaCache International Holdings Ltd. et al.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
CASE NO. 2:19-cv-06942-JWH-SS

TO BE ELIGIBLE TO RECEIVE A SHARE OF THE NET SETTLEMENT FUND IN CONNECTION WITH THE SETTLEMENT OF *LIKAS v. CHINACACHE INTERNATIONAL HOLDINGS LTD. ET AL.* CASE NO. 2:19-cv-06942-JWH-SS (THE "ACTION"), YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM FORM ("CLAIM FORM") AND MAIL IT BY PREPAID, FIRST-CLASS MAIL, **POSTMARKED NO LATER THAN _____**, TO THE FOLLOWING ADDRESS:

Likas v. ChinaCache International Holdings Ltd. et al.
c/o Strategic Claims Services
600 N. Jackson St., Ste. 205
P.O. Box 230
Media, PA 19063
Fax: (610) 565-7985
www.chinacachesettlement.com

ALTERNATIVELY, YOU MAY OBTAIN, COMPLETE, AND SUBMIT AN ELECTRONIC CLAIM **BY 11:59 P.M. EST ON _____, 2021** AT WWW.CHINACACHESETTLEMENT.COM.

CLAIM FORMS THAT ARE NOT MAILED BY PREPAID FIRST-CLASS MAIL AND/OR ARE RECEIVED WITH NO POSTMARK WILL BE DEEMED TO HAVE BEEN SUBMITTED ON THE DATE OF RECEIPT.

FAILURE TO SUBMIT YOUR CLAIM FORM AND THE REQUIRED SUPPORTING DOCUMENTATION BY THE DATE SPECIFIED WILL SUBJECT YOUR CLAIM TO REJECTION AND MAY PRECLUDE YOU FROM BEING ELIGIBLE TO RECEIVE ANY MONEY IN CONNECTION WITH THE SETTLEMENT.

DO NOT MAIL OR DELIVER YOUR CLAIM FORM TO THE COURT, THE PARTIES TO THIS ACTION, OR THEIR COUNSEL. SUBMIT YOUR CLAIM FORM ONLY TO THE CLAIMS ADMINISTRATOR AS SET FORTH ABOVE.

GENERAL INSTRUCTIONS

1. Capitalized terms not defined in this Claim Form have the meanings ascribed to them in the Stipulation and Agreement of Settlement ("Stipulation"), and in the Notice that accompanies this Claim Form.
2. It is important that you completely read and understand the accompanying Notice. The Notice describes the proposed Settlement of the Action, how Settlement Class Members are affected by the Settlement, and the manner in which the Net Settlement Fund will be distributed if the Settlement and Plan of Allocation are approved by the Court. By signing and submitting this Claim Form, you will be certifying that you have read and understand the Notice, including the Releases described therein and provided for herein.
3. This Claim Form is directed to all members of the "Settlement Class" defined below. The Settlement Class consists of the following, regardless of which state or country the person or entity may reside or be domiciled in:

all persons and entities who or which purchased or otherwise acquired ChinaCache Securities between April 10, 2015 and May 17, 2019, inclusive (the "Settlement Class Period") and were allegedly damaged thereby.

4. ChinaCache American Depositary Shares (also referred to as American Depositary Receipts) ("ADRs") are "ChinaCache Securities." All persons and entities that are members of the Settlement Class are "Settlement Class Members."
5. Excluded from the Settlement Class are Defendants, the present and former Officers and directors of ChinaCache and any subsidiary thereof, and the Immediate Family members, legal representatives, heirs, successors or assigns of such excluded persons and any entity in which any such excluded person has or had a controlling interest during the Settlement Class Period. Also excluded from the Settlement Class are any persons or entities who or which exclude themselves by submitting a request for exclusion in accordance with the requirements set forth in this Notice.
6. To be potentially eligible to recover from the Net Settlement Fund, you must complete and sign this Claim Form, and submit your Claim Form to the Claims Administrator as instructed below. If you fail to submit a properly completed and addressed Claim Form by the date specified below, your Claim may be rejected, and you may be precluded from receiving any recovery from the Net Settlement Fund created in connection with the Settlement of the Action.
7. Submission of this Claim Form, however, does not ensure that you will share in the Net Settlement Fund. The distribution of the Net Settlement Fund will be governed by the Plan of Allocation set forth in the Notice, if it is approved by the Court, or by such other plan of allocation as the Court approves.
8. **YOU MUST MAIL OR SUBMIT YOUR COMPLETED AND SIGNED CLAIM FORM SO THAT IT IS POSTMARKED NO LATER THAN _____, TO THE FOLLOWING ADDRESS:**

Likas v. ChinaCache International Holdings Ltd. et al.
c/o Strategic Claim Services
600 N. Jackson St., Ste. 205
P.O. Box 230
Media, PA 19063
Fax: (610) 565-7985
www.chinacachesettlement.com

ALTERNATIVELY, YOU MAY OBTAIN, COMPLETE, AND SUBMIT AN ELECTRONIC CLAIM BY 11:59 P.M. EST ON _____, 2021 AT WWW.CHINACACHESETTLEMENT.COM.

9. To be considered timely, **your Claim Form must be mailed by first-class mail and postmarked, or submitted electronically, by the deadline above.** Unless your Claim Form is submitted with a postmark by first-class mail, it will be deemed to have been submitted when actually received by the Claims Administrator.
10. Use the Schedule of Transactions in Part II of this Claim Form to supply all required details of your transaction(s) (including free transfers and deliveries) in and holdings of ChinaCache ADRs. On this schedule, please provide all of the requested information with respect to your holdings, purchases, acquisitions, and sales of ChinaCache ADRs, regardless of whether such transactions resulted in a profit or a loss. Failure to report all transaction and holding information during the requested time period may result in the rejection of your Claim.
11. You must submit supporting documentation for the transactions reported in this Claim Form, such as broker confirmation slips, broker account statements, an authorized statement from your broker reporting information about your transactions, or other similar documents. **The Parties and the Claims Administrator do not independently have information about your investments in ChinaCache ADRs. If such documents are**

not in your possession, please obtain copies or equivalent documents from your broker. Failure to supply this documentation may result in the rejection of your claim. DO NOT SEND ORIGINAL DOCUMENTS. Please keep a copy of all documents that you send to the Claims Administrator. Also, please do not highlight any portion of the Claim Form or any supporting documents.

12. Separate Claim Forms should be submitted for each separate legal entity (e.g., a Claim Form from joint owners should not include the transactions of just one of the joint owners, and an individual should not combine his or her IRA transactions with transactions made solely in the individual's name). Conversely, a single Claim Form should be submitted on behalf of one legal entity that includes all transactions made by that entity, no matter how many separate accounts that entity has (e.g., a corporation with multiple brokerage accounts should include all transactions made in all accounts on one Claim Form).
13. All joint beneficial owners must each sign this Claim Form, and their names must appear in Part I of this Claim Form. If you purchased or otherwise acquired ChinaCache ADRs during the Settlement Class Period and held the ADRs in your name, you are the beneficial owner as well as the record owner and you must sign this Claim Form to participate in the Settlement. If you purchased or otherwise acquired ChinaCache ADRs during the Settlement Class Period for your own benefit, but the ADRs was registered in the name of a third party, such as a nominee or brokerage firm, you are still the beneficial owner of these shares, but the third party is the record owner. The beneficial owner, not the record owner, must sign this Claim Form to be eligible to participate in the Settlement.
14. Agents, executors, administrators, guardians, and trustees must complete and sign the Claim Form on behalf of persons and entities represented by them, and they must:
 - a. expressly state the capacity in which they are acting;
 - b. identify the name, account number, Social Security Number (or taxpayer identification number), address and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the ChinaCache ADRs; and
 - c. furnish evidence of their authority to bind to the Claim Form the person or entity on whose behalf they are acting. (Authority to complete and sign a Claim Form cannot be established by brokers demonstrating only that they have discretionary authority to trade securities in another person/entity's accounts.)
15. By submitting this Claim Form, you will be making a request to share in the proceeds of the Settlement described in the Notice. If you are NOT a Settlement Class Member, or are excluded from the definition of the Settlement Class, or if you, or someone acting on your behalf, submitted a request for exclusion from the Settlement Class in accordance with the instructions set forth in the Notice, **DO NOT** submit a Claim Form. **You may not, directly or indirectly, participate in the Settlement if you are not a Settlement Class Member.** Thus, if you are excluded from the Settlement Class, any Claim Form that you submit, or that may be submitted on your behalf, will not be accepted.
16. If you are a Settlement Class Member and you do not request exclusion from the Settlement Class pursuant to the instructions set forth in the Notice, you will be bound by the terms of the Settlement and any orders or judgments entered in this Action, **WHETHER OR NOT YOU SUBMIT A CLAIM FORM OR RECEIVE A PAYMENT.**
17. **NOTICE REGARDING ELECTRONIC FILES:** Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the mandatory electronic filing requirements and file layout, you may email the Claims Administrator's electronic filing department at efile@strategicclaims.net. Any file not submitted in accordance with the required electronic filing format will be subject to rejection. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email after processing your file with your claim number(s) and respective account information. Do not assume that your file has been received or processed until you receive this email. If you do not receive such an email within 10 days of your submission,

you should contact the electronic filing department at efile@strategicclaims.net to inquire about your file and confirm it was received and acceptable.

18. If you have questions concerning the Claim Form or need additional copies of the Claim Form or the Notice, you may contact the Claims Administrator, Strategic Claim Services, by writing to the above address, by calling the toll-free hotline at (866) 274-4004 or by sending an email to info@strategicclaims.net, or you may download the documents from www.chinacachesettlement.com.
19. **PLEASE NOTE: YOUR CLAIM IS NOT DEEMED SUBMITTED UNTIL YOU RECEIVE AN ACKNOWLEDGEMENT POSTCARD. THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR CLAIM FORM BY MAIL WITHIN 60 DAYS. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT POSTCARD WITHIN 60 DAYS, PLEASE CONTACT THE CLAIMS ADMINISTRATOR.**

I. CLAIMANT IDENTIFICATION

The Claims Administrator will use the information supplied below for all communications regarding this Claim Form. If this information changes, you MUST notify the Claims Administrator in writing at the address above.

A. Select one of the options listed below to indicate the type of claimant:

- Individual(s) IRA Estate Trust UGMA Custodian
 Corporation Partnership Other (please specify):

B. Please provide the required information below for the beneficial owner(s) of the ChinaCache ADRs claimed on this Claim Form. If this account is an IRA, and if you would like any check that you MAY be eligible to receive made payable to the IRA account, please include "IRA" in the "Last Name" box below (e.g., Jones IRA). If the beneficial owner is an entity (i.e. a corporation, trust, estate, etc.) or this Claim Form is being completed by a representative of the beneficial owner, as outlined in paragraph 14 above, you must also include the entity name (if applicable) and the name of the representative or custodian.

Name (beneficial owner)

Name (joint beneficial owner, if applicable)

Entity Name

Name of Representative or Custodian, if applicable (executor, administrator, trustee, c/o, etc.)

C. Mailing/Account Information

Mailing Address – Line 1: Street Address/P.O. Box

Mailing Address – Line 2 (If Applicable): Apartment/Suite/Floor Number

City

State/Province

Zip/Postal Code

Country

Last 4 digits of Claimant Social Security/Taxpayer Identification Number¹

Daytime Telephone Number

Evening Telephone Number

Email Address (an email address is not required, but if you provide it, you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)

¹ The last four digits of the taxpayer identification number (TIN), consisting of a valid Social Security Number (SSN) for individuals or Employer Identification Number (EIN) for business entities, trusts, estates, etc., and telephone number of the beneficial owner(s) may be used in verifying this claim.

II. SCHEDULE OF TRANSACTIONS IN CHINACACHE ADRS

Please be sure to include proper documentation with your Claim Form as described in detail in paragraph 11 of the General Instructions above. Do not include information regarding securities other than ChinaCache ADRs.

<p>1. BEGINNING HOLDINGS OF CHINACACHE ADRS – State the total number of shares of ChinaCache ADRs held as of the close of trading on April 9, 2015 (must be documented). If none, write “zero” or “0.”</p> <div style="border: 1px solid black; height: 25px; width: 100%; margin-top: 5px;"></div>	<p style="text-align: center;">Proof of Position Enclosed</p> <p style="text-align: center;"><input type="checkbox"/> Y <input type="checkbox"/> N</p>
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<p>2. PURCHASES/ACQUISITIONS OF CHINACACHE ADRS ON THE OPEN MARKET DURING THE PERIOD FROM APRIL 10, 2015 THROUGH AND INCLUDING DECEMBER 3, 2019 – Separately list below each and every purchase/acquisition (including free receipts) of ChinaCache ADRs on the open market from the opening of trading on April 10, 2015 through and including the close of trading on December 3, 2019 (must be documented)²³.</p>				<p style="text-align: center;">IF NONE, CHECK HERE</p> <p style="text-align: center;"><input type="checkbox"/></p>
Date of Purchase / Acquisition (List Chronologically) (Month/Day/Year)	Number of Shares Purchased / Acquired	Purchase / Acquisition Price Per Share	Total Purchase / Acquisition Price (excluding all fees, taxes, and commissions)	Proof of Purchase / Acquisition Enclosed
/ /		\$	\$	<input type="checkbox"/> Y <input type="checkbox"/> N
/ /		\$	\$	<input type="checkbox"/> Y <input type="checkbox"/> N
/ /		\$	\$	<input type="checkbox"/> Y <input type="checkbox"/> N
/ /		\$	\$	<input type="checkbox"/> Y <input type="checkbox"/> N
/ /		\$	\$	<input type="checkbox"/> Y <input type="checkbox"/> N
/ /		\$	\$	<input type="checkbox"/> Y <input type="checkbox"/> N
/ /		\$	\$	<input type="checkbox"/> Y <input type="checkbox"/> N

² **Please note:** Information requested with respect to your purchases/acquisitions of ChinaCache ADRs from after the opening of trading on May 17, 2019 through and including December 3, 2019 is needed in order to balance your claim; purchases/acquisitions during this period, however, are not eligible under the Settlement and will not be used for purposes of calculating your Recognized Loss pursuant to the Plan of Allocation.

³ Trading in ChinaCache ADRs was halted from May 17, 2019 at 11:12:36 a.m. ET, through September 6, 2019. Pursuant to the PSLRA Look Back Period mentioned in footnote __ on page __ of the Notice, and in order to calculate your recognized loss as mentioned above, your claim must including information regarding your transactions in ChinaCache ADRs for the 90 days after trading resumed on September 7, 2019.

3. SALES OF CHINACACHE ADRS DURING THE PERIOD FROM APRIL 10, 2015 THROUGH AND INCLUDING DECEMBER 3, 2019 – Separately list each and every sale/disposition (including free deliveries) of ChinaCache ADRs from the opening of trading on APRIL 10, 2015 through and including the close of trading on December 3, 2019 (must be documented).				IF NONE, CHECK HERE <input type="checkbox"/>
Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding all fees, taxes, and commissions)	Proof of Sale Enclosed
/ /		\$	\$	<input type="checkbox"/> Y <input type="checkbox"/> N
/ /		\$	\$	<input type="checkbox"/> Y <input type="checkbox"/> N
/ /		\$	\$	<input type="checkbox"/> Y <input type="checkbox"/> N
/ /		\$	\$	<input type="checkbox"/> Y <input type="checkbox"/> N
/ /		\$	\$	<input type="checkbox"/> Y <input type="checkbox"/> N
/ /		\$	\$	<input type="checkbox"/> Y <input type="checkbox"/> N
/ /		\$	\$	<input type="checkbox"/> Y <input type="checkbox"/> N

4. HOLDINGS – State the total number of shares of ChinaCache ADRs held as of the close of trading on December 3, 2019 (must be documented). If none, write “zero” or “0.” <input style="width: 300px; height: 20px;" type="text"/>	Proof of Position Enclosed <input type="checkbox"/> Y <input type="checkbox"/> N
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IF YOU REQUIRE ADDITIONAL SPACE FOR THE SCHEDULE ABOVE, ATTACH EXTRA SCHEDULES IN THE SAME FORMAT. PRINT THE BENEFICIAL OWNER’S FULL NAME AND LAST FOUR DIGITS OF SOCIAL SECURITY/TAXPAYER IDENTIFICATION NUMBER ON EACH ADDITIONAL PAGE. IF YOU DO ATTACH EXTRA SCHEDULES, CHECK THIS BOX

III. RELEASE OF CLAIMS AND SIGNATURE

YOU MUST ALSO READ THE CERTIFICATION SET FORTH BELOW AND SIGN ON PAGE ___ OF THIS CLAIM FORM.

I (we) hereby acknowledge that, pursuant to the terms set forth in the Stipulation, without further action by anyone, upon the Effective Date of the Settlement, I (we), on behalf of myself (ourselves) and my (our) current and former officers, directors, agents, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, employees, attorneys, heirs, executors, and administrators in their capacities as such, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Plaintiff's Claim against the Defendants and the Defendants' Releasees (as defined in the Stipulation and in the Notice), and shall be (a) permanently and forever enjoined from instituting, commencing or prosecuting, in any capacity, any and all Released Plaintiff's Claims against any of the Defendants' Releasees; and (b) deemed to permanently covenant to refrain from instituting, commencing or prosecuting, in any capacity, any and all Released Plaintiff's Claims against any of the Defendants' Releasees.

CERTIFICATION

By signing and submitting this Claim Form, the Claimant(s) or the person(s) who represent(s) the Claimant(s) certifies (certify), as follows:

1. that I (we) have read and understand the contents of the Notice and this Claim Form, including the Releases provided for in the Stipulation and the terms of the Plan of Allocation;
2. that the Claimant(s) is a (are) Settlement Class Member(s), as defined in the Notice and in paragraph 3 on page ___ of this Claim Form, and is (are) not excluded by definition from the Settlement Class as set forth in the Notice and in paragraph 5 on page ___ of this Claim Form;
3. that the Claimant did **not** submit a request for exclusion from the Settlement Class in accordance with the instructions set forth in the Notice;
4. that I (we) own(ed) the ChinaCache ADRs identified in the Claim Form and have not assigned the claim against any of the Defendants or any of the other Defendants' Releasees to another, or that, in signing and submitting this Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof;
5. that the Claimant(s) has (have) not submitted any other Claim covering the same purchases/acquisitions of ChinaCache ADRs and knows (know) of no other person having done so on the Claimant's (Claimants') behalf;
6. that the Claimant(s) has (have) not already submitted to binding arbitration and is (are) not a party to any other lawsuit concerning Claimant's (Claimants') interest in ChinaCache ADRs;
7. that the Claimant(s) submit(s) to the jurisdiction of the Court with respect to Claimant's (Claimants') Claim and for purposes of enforcing the releases set forth herein;
8. that I (we) agree to furnish such additional information with respect to this Claim Form as Lead Counsel, the

Claims Administrator or the Court may require;

- 9. that the Claimant(s) waive(s) the right to trial by jury, to the extent any such right may exist, and agree(s) to the Court's summary disposition of the determination of the validity or amount of the claim made by this Claim Form;
- 10. that I (we) acknowledge that the Claimant(s) will be bound by and subject to the terms of any judgment(s) that may be entered in the Action; and
- 11. that the Claimant(s) is (are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because (a) the Claimant(s) is (are) exempt from backup withholding or (b) the Claimant(s) has (have) not been notified by the IRS that he/she/it is subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified the Claimant(s) that he/she/it is no longer subject to backup withholding. **If the IRS has notified the Claimant(s) that he/she/it is subject to backup withholding, please strike out the language in the preceding sentence indicating that the claim is not subject to backup withholding in the certification above.**

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED HEREWITH ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

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

(Sign your name here)

(Sign your name here)

(Type or print your name here)

(Type or print your name here)

Capacity of person signing on behalf of Claimant, if other than an individual, e.g., executor, president, trustee, custodian, etc. (must provide evidence of authority to act on behalf of Claimant – see paragraph 14 on page __ of this Claim Form.)

Capacity of person signing on behalf of Claimant, if other than an individual, e.g., executor, president, trustee, custodian, etc. (must provide evidence of authority to act on behalf of Claimant – see paragraph 14 on page __ of this Claim Form.)

IV. REMINDER CHECKLIST



Please sign the above release and certification. If this Claim Form is being made on behalf of joint claimants, then both must sign.

Remember to attach only **copies** of acceptable supporting documentation as these documents will not be returned to you.



Please do not highlight any portion of the Claim Form or any supporting documents.

Keep copies of the completed Claim Form and documentation for your own records.



The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgement postcard. **IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT POSTCARD WITHIN 60 DAYS, PLEASE CALL THE CLAIMS ADMINISTRATOR TOLL-FREE AT 1-866-274-4004.**

If your address changes in the future, or if this Claim Form was sent to an old or incorrect address, please send the Claims Administrator written notification of your new address. If you change your name, please inform the Claims Administrator.



If you have any questions or concerns regarding your claim, please contact the Claims Administrator at the address below, by email at info@strategicclaims.net, or by toll-free phone at 1-866-274-4004, or you may visit www.chinacachesettlement.com. **Please DO NOT call the Defendants or their Counsel with questions regarding your claim.**

THIS CLAIM FORM MUST BE SUBMITTED TO THE CLAIMS ADMINISTRATOR BY FIRST-CLASS MAIL SO THAT IT IS **POSTMARKED NO LATER THAN** _____, 2021, ADDRESSED AS FOLLOWS:

Likas v. ChinaCache International Holdings Ltd. et al.
c/o Strategic Claim Services
600 N. Jackson St., Ste. 205
P.O. Box 230
Media, PA 19063
Fax: (610) 565-7985
www.chinacachesettlement.com

ALTERNATIVELY, YOU MAY OBTAIN, COMPLETE, AND SUBMIT AN ELECTRONIC CLAIM BY 11:59 P.M. EST ON _____, 2021 AT WWW.CHINACACHESETTLEMENT.COM.

A Claim Form received by the Claims Administrator shall be deemed to have been submitted when posted, if a postmark date on or before _____, is indicated on the envelope and it is mailed First Class, and addressed

in accordance with the above instructions. In all other cases, a Claim Form shall be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to fully process all of the submitted Claim Forms and to administer the Settlement. This work will be completed as promptly as time permits. Please be patient and notify the Claims Administrator of any change of address.

EXHIBIT A-3

Exhibit A-3

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

WILLIAM LIKAS, Individually and On)
Behalf of All Others Similarly Situated,)

Plaintiff,)

v.)

CHINACACHE INTERNATIONAL)
HOLDINGS LTD., SONG WANG,)
GUANGSHENG MENG, FENGYE)
GAO, and JING AN,)

Defendants.)

No.: 2:19-cv-06942-JWH-SS

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

**TO: All persons and entities who, during the period between April 10, 2015 and
May 17, 2019, inclusive, purchased or otherwise acquired ChinaCache
International Holdings Ltd. ("ChinaCache") American Depositary Shares
(also referred to as American Depositary Receipts) and were allegedly
damaged thereby (the "Settlement Class")**

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

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Central District of California, that the above-captioned litigation (the “Action”) has been certified as a class action on behalf of the Settlement Class, except for certain persons and entities who are excluded from the Settlement Class by definition as set forth in the full printed Notice of (I) Pendency of Class Action and Proposed Settlement; (II) Settlement Fairness Hearing; and (III) Motion for an Award of Attorneys’ Fees and Reimbursement of Litigation Expenses (the “Notice”).

YOU ARE ALSO NOTIFIED that Plaintiff in the Action has reached a proposed settlement of the Action for \$1,800,000 in cash (the “Settlement”), that, if approved, will resolve all claims in the Action.

A hearing will be held on _____ at _____m., before the Honorable John W. Holcomb at the United States District Court for the Central District of California, George E. Brown, Jr. Federal Building and United States Courthouse, 3470 12th St., Riverside, CA 92501, Courtroom 2, to determine (i) whether the proposed Settlement should be approved as fair, reasonable, and adequate; (ii) whether the Action should be dismissed with prejudice against Defendants, and the Releases specified and described in the Stipulation and Agreement of Settlement dated _____, 2020 (and in the Notice) should be granted; (iii) whether the proposed Plan of Allocation should be approved as fair and reasonable; and (iv) whether Lead Counsel’s application for an award of attorneys’ fees and reimbursement of expenses and Plaintiff’s reimbursement for their time and expenses should be approved. The Court reserves the right to hold the Settlement Hearing telephonically or by other virtual means.

If you are a member of the Settlement Class, your rights will be affected by the pending Action and the Settlement, and you may be entitled to share in the Settlement

1 Fund. If you have not yet received the Notice and Proof of Claim Form (“Claim
2 Form”), you may obtain copies of these documents by contacting the Claims
3 Administrator at *Likas v. ChinaCache International Holdings Ltd. et al.*, c/o Strategic
4 Claims Services, 600 N. Jackson St., Ste. 205, P.O. Box 230, Media, PA 19063, toll-
5 free number: (866) 274-4004, Fax: (610) 565-7985, email: info@strategicclaims.net.
6 Copies of the Notice and Claim Form can also be downloaded from the website
7 maintained by the Claims Administrator, www.chinacachesettlement.com.

8 If you are a member of the Settlement Class, in order to be eligible to receive a
9 payment under the proposed Settlement, you must submit a Claim Form to the Claims
10 Administrator *postmarked* no later than _____ or submitted electronically by 11:59
11 p.m. EST on _____, 2020. If you are a Settlement Class Member and do not submit a
12 proper Claim Form, you will not be eligible to share in the distribution of the net
13 proceeds of the Settlement but you will nevertheless be bound by any judgments or
14 orders entered by the Court in the Action.

15 If you are a member of the Settlement Class and wish to exclude yourself from
16 the Settlement Class, you must submit a request for exclusion such that it is *received*
17 no later than _____ by the Claims Administrator, in accordance with the
18 instructions set forth in the Notice. If you properly exclude yourself from the Settlement
19 Class, you will not be bound by any judgments or orders entered by the Court in the
20 Action and you will not be eligible to share in the proceeds of the Settlement.

21 Any objections to the proposed Settlement, the proposed Plan of Allocation, or
22 Lead Counsel’s motion for attorneys’ fees and reimbursement of expenses and
23 reimbursement to Plaintiff, must be filed with the Clerk of the Court and delivered to
24 Lead Counsel and Settling Defendants’ Counsel such that they are *received* no later
25 than _____:
26
27
28

1 **Clerk’s Office**
2 United States
3 District Court for
4 the Central District
5 of California
6 Clerk of the Court
7 George E. Brown,
8 Jr. Federal Building
9 and United States
10 Courthouse,
11 3470 12th St.,
12 Riverside, CA
13 92501

Lead Counsel
Pomerantz LLP
Jeremy A. Lieberman,
Esq.
600 Third Avenue, 20th
Floor
New York, NY 10016

**Settling Defendants’
Counsel**
Quinn Emanuel
Urquhart & Sullivan,
LLP
Michael B. Carlinsky
51 Madison Avenue,
22nd Floor
New York, New York
10010

10 **Please do not contact the Court, the Clerk’s office, ChinaCache, or its counsel**
11 **regarding this notice. All questions about this notice, the proposed Settlement, or**
12 **your eligibility to participate in the Settlement should be directed to Lead Counsel**
13 **or the Claims Administrator.**

14 Inquiries, other than requests for the Notice and Claim Form, should be made to
15 Lead Counsel:

POMERANTZ LLP
Jeremy Lieberman, Esq.
600 Third Ave., 20th Floor
New York, NY 10016
212-661-1100
jalieberman@pomlaw.com

20 Requests for the Notice and Claim Form should be made to:

21 *Likas v. ChinaCache International Holdings Ltd. et al.*
22 c/o
23 Strategic Claims Services
24 600 N. Jackson St., Ste. 205
25 P.O. Box 230
26 Media, PA 19063
27 Toll-free number: 866-274-4004
28 Fax: 610-565-7985
www.chinacachesettlement.com

By Order of the Court