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15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 COUNTY OF SANTA CLARA

17 In re MOBILEIRON, INC. SHAREHOLDER)	Lead Case No. 1-15-cv-284001
LITIGATION)	
18 _____)	<u>CLASS ACTION</u>
19 This Document Relates To:)	STIPULATION OF SETTLEMENT
20 ALL ACTIONS.)	Assigned to: The Honorable Thomas E. Kuhnle
21 _____)	Dept. 5
	Date Action Filed: 08/05/15

E-FILED
5/26/2017 1:45:31 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
2015-1-CV-284001
Reviewed By:R. Walker

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1 This Stipulation of Settlement dated May 23, 2017 (the “Stipulation” or “Settlement”) is made
2 and entered into by and among the following Settling Parties: (i) Plaintiffs Warren Schneider, Jay
3 Kerley and Chaile Steinberg (on behalf of themselves and each of the Class Members), by and through
4 their counsel of record; and (ii) Defendants MobileIron, Inc. (“MobileIron” or the “Company”), Robert
5 Tinker, Todd Ford, Gaurav Garg, Aaref Hilaly, Matthew Howard, Frank Marshall, Tae Hea Nahm and
6 James Tolonen (collectively, the “Defendants”), by and through their counsel of record in the above-
7 captioned action (the “Litigation”). Upon and subject to the terms and conditions hereof, Plaintiffs, on
8 behalf of themselves and Members of the Class, on the one hand, and each of the Defendants, on the
9 other hand (collectively, “Settling Parties”), intend this Settlement to fully, finally, and forever resolve,
10 discharge, and settle the Released Claims (as defined herein), upon and subject to the approval of the
11 Court and the terms and conditions set forth in this Stipulation.
12

13
14 **I. THE LITIGATION**

15 On August 5, 2015, Warren Schneider filed a complaint in this Court for violations of the
16 federal securities laws against Defendants and the underwriters of MobileIron’s June 12, 2014 initial
17 public offering (the “*Schneider* Action”). On August 21, 2015, Jay Kerley filed a complaint in this
18 Court asserting the same or similar claims arising out of MobileIron’s initial public offering and
19 asserting those claims against the same defendants in the *Schneider* Action as well as Storm Venture
20 Associates III, L.L.C., NVP Associates, LLC and Does 1-25 (the “*Kerley* Action”). On August 24,
21 2015, Chaile Steinberg filed a complaint in this Court asserting the same or similar claims, against the
22 same individuals and entities (the “*Steinberg* Action”).
23

24 Each action alleged that the Registration Statement and Prospectus (the “Registration
25 Statement”) issued in connection with MobileIron’s June 12, 2014 initial public offering (the “IPO”)
26 contained materially incorrect or misleading statements and/or omitted material information in violation
27 of the Securities Act of 1933 (the “Securities Act”).
28

1 On September 25, 2015, certain defendants removed the *Schneider* Action, *Kerley* Action and
2 *Steinberg* Action to the United States District Court for the Northern District of California. On
3 September 28 and 29, 2015, plaintiffs in the *Schneider* Action, *Kerley* Action and *Steinberg* Action filed
4 motions to remand the cases to this Court, and on November 30, 2015, the actions were remanded to the
5 Court. Following remand, the parties agreed to mediate the actions, but those efforts were unsuccessful.

6
7 Plaintiffs filed the Corrected Consolidated Complaint for Violations of the Securities Act of
8 1933 (the "Complaint") on April 12, 2016, and Defendants filed their demurrer on August 8, 2016.
9 Plaintiffs opposed the demurrer, and the parties appeared before the Court for hearing on September 30,
10 2016. The Court overruled the demurrer to the Complaint's claims under §§11 and 15, and sustained
11 the demurrer to the claim under §12 with leave to amend. Plaintiffs filed an Amended Complaint on
12 October 21, 2016. Defendants answered the Amended Complaint on November 28, 2016.

13
14 The parties thereafter agreed to attend a subsequent mediation session conducted by a third-
15 party neutral, the Hon. Layn R. Phillips (Ret.). In advance of the mediation, the parties voluntarily
16 exchanged non-public documents, which were reviewed and analyzed. Plaintiffs and Defendants then
17 submitted and exchanged mediation statements summarizing their respective positions. The mediation
18 session was held on February 23, 2017. While the Settling Parties did not reach an agreement to settle
19 the Litigation at the mediation, the Settling Parties continued their negotiations through Judge Phillips.
20 These efforts culminated with the Settling Parties agreeing to settle the Litigation for \$7,500,000 in
21 cash.
22

23 **II. CLAIMS OF PLAINTIFFS AND BENEFITS OF SETTLEMENT**

24 Plaintiffs believe that the claims asserted in the Litigation have merit. However, Plaintiffs and
25 their counsel recognize and acknowledge the expense and length of continued proceedings necessary to
26 prosecute the Litigation against Defendants through the completion of class certification, discovery,
27 summary judgment, trial, post-trial motions, and appeals. Plaintiffs and their counsel also have taken
28

1 into account the uncertain outcome and the risk of any litigation, especially in complex actions such as
2 the Litigation, as well as the difficulties and delays inherent in such litigation. Plaintiffs and their
3 counsel also are mindful of the inherent problems of proof under and possible defenses to the violations
4 asserted in the Litigation. Plaintiffs and their counsel believe that the Settlement set forth in this
5 Stipulation confers substantial benefits upon the Class and is in the best interest of the Class.
6

7 **III. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY**

8 Defendants have denied and continue to deny each and all of the claims and contentions alleged
9 by Plaintiffs in the Litigation. Defendants expressly have denied and continue to deny all charges of
10 wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions
11 alleged, or that could have been alleged, in the Litigation. Defendants also have denied and continue to
12 deny, *inter alia*, the allegations that Plaintiffs or Class Members have suffered damage, that the price of
13 MobileIron common stock was artificially inflated, or that Class Members were otherwise harmed by
14 the conduct alleged in the Litigation. Defendants have asserted and continue to assert that the
15 Registration Statement contained no material misstatements or omissions. Defendants have asserted
16 and continue to assert that, at all times, they acted in good faith and in a manner they reasonably
17 believed to be in accordance with all applicable rules, regulations, and laws.
18

19 Nonetheless, Defendants have concluded that further conduct of the Litigation could be
20 protracted, expensive and disruptive to the Company. Defendants have taken into account the
21 uncertainty and risks inherent in any litigation, especially in complex cases like the Litigation.
22 Defendants have, therefore, determined that it is desirable and beneficial to them that the Litigation be
23 fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation.
24

25 **IV. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT**

26 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the
27 Plaintiffs (for themselves and the Class Members) and Defendants, by and through their respective
28

1 counsel or attorneys of record, that, subject to the approval of the Court, the Litigation and the Released
2 Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be
3 dismissed with prejudice, as to all Settling Parties, upon and subject to the terms and conditions of the
4 Stipulation, as follows.

5
6 **1. Definitions**

7 In addition to the terms that may be defined elsewhere in this Stipulation, the following terms as
8 used in the Stipulation have the meanings specified below:

9 1.1 “Authorized Claimant” means any Class Member whose claim for recovery has been
10 allowed pursuant to the terms of the Stipulation.

11 1.2 “Claims Administrator” means the firm of Gilardi & Co. LLC.

12 1.3 “Class” means, for settlement purposes only, all persons or entities who purchased
13 MobileIron common stock pursuant and/or traceable to the Registration Statement issued in connection
14 with the Company’s June 12, 2014 initial public offering. Excluded from the Class are Defendants, the
15 officers, directors and affiliates of the Company at all relevant times, members of the Individual
16 Defendants’ immediate families, and their legal representatives, heirs, successors or assigns, and any
17 entity in which Defendants have or had a controlling interest. Also excluded is any Person who validly
18 requests exclusion from the Class.
19

20 1.4 “Class Member” or “Member of the Class” mean a Person who falls within the definition
21 of the Class as set forth in ¶1.3 above.
22

23 1.5 “Defendants” means MobileIron and the Individual Defendants.

24 1.6 “Effective Date” means the first date by which all of the events and conditions specified
25 in ¶7.1 of this Stipulation have been met and have occurred.
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1 1.7 “Escrow Account” means the bank account maintained by the Escrow Agent into which
2 the Settlement Amount shall be deposited as set forth herein. The Escrow Account will be managed by
3 the Escrow Agent.

4 1.8 “Escrow Agent” means the law firms of Robbins Geller Rudman & Dowd LLP and
5 Scott+Scott, Attorneys at Law, LLP or their successor(s).

6 1.9 “Final” means the time when any judgment or order, including the Judgment, represents
7 a binding determination of all the issues within its scope and is not subject to further review on appeal
8 or because, without limitation, it has not been reversed, vacated, or modified in any way and is no
9 longer subject to appellate review, either because of disposition on appeal and conclusion of the
10 appellate process or because of passage, without action, of time for seeking appellate review. Without
11 limitation, “Final” refers to the later of: (i) the entry of judgment approving the Stipulation,
12 substantially in the form of Exhibit B attached hereto; (ii) the date of final affirmance on an appeal of
13 the Judgment, the expiration of the time for a petition for or a denial of a writ of certiorari to review the
14 Judgment and, if certiorari is granted, the date of final affirmance of the Judgment following review
15 pursuant to that grant; (iii) the date of final dismissal of any appeal from the Judgment or the final
16 dismissal of any proceeding or certiorari to review the Judgment; or (iv) if no appeal is filed, the
17 expiration date of the time for the filing or noticing of any appeal from the Court’s Judgment approving
18 the Stipulation, substantially in the form of Exhibit B attached hereto. However, an appeal or other
19 challenge relating solely to Plaintiffs’ Counsel’s Fee and Expense Application or Award or the Plan of
20 Allocation shall not delay the date on which the Judgment becomes Final.

21 1.10 “Individual Defendants” means Robert Tinker, Todd Ford, Guarav Garg, Aaref Hilaly,
22 Matthew Howard, Frank Marshall, Tae Hea Nahm and James Tolonen.
23

1 1.11 “IPO Underwriters” means Morgan Stanley & Co. LLC, Barclays Capital Inc., Goldman,
2 Sachs & Co., Deutsche Bank Securities Inc., Raymond James & Associates, Inc., Stifel, Nicolaus &
3 Company, Incorporated, Nomura Securities International, Inc. and Blackstone Advisory Partners L.P.

4 1.12 “Judgment” means the judgment to be rendered by the Court, substantially in the form
5 and content attached hereto as Exhibit B.

6 1.13 “Lead Counsel” means Robbins Geller Rudman & Dowd LLP and Scott+Scott,
7 Attorneys at Law, LLP.

8 1.14 “MobileIron” or the “Company” mean MobileIron, its predecessors, successors, direct or
9 indirect subsidiaries, direct or indirect parents, affiliates, and divisions.

10 1.15 “Person” means an individual, corporation, limited liability corporation, professional
11 corporation, limited liability partnership, partnership, limited partnership, association, joint stock
12 company, joint venture, estate, legal representative, trust, unincorporated association, government or
13 any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs,
14 predecessors, successors, representatives, or assignees.

15 1.16 “Plaintiffs” means Warren Schneider, Jay Kerley and Chaile Steinberg.

16 1.17 “Plaintiffs’ Counsel” means Robbins Geller Rudman & Dowd LLP, Scott+Scott,
17 Attorneys at Law, LLP, Robbins Arroyo LLP, and Johnson & Weaver, LLP.

18 1.18 “Plan of Allocation” means a plan or formula of allocation of the Settlement Fund
19 whereby the Settlement Fund shall be distributed to Authorized Claimants after payment of expenses of
20 notice and administration of the Settlement, Taxes and Tax Expenses, and such attorneys’ fees, costs,
21 expenses, and interest as may be awarded by the Court. The Plan of Allocation is not part of the
22 Stipulation and Defendants shall have no responsibility or liability with respect thereto and any order or
23 proceeding relating to the Plan of Allocation shall not operate to terminate or cancel this Stipulation or
24 affect the finality of the Judgment.

1 1.19 “Preliminary Approval Order” means the Order Preliminarily Approving Settlement and
2 Providing for Notice as approved by the Court, substantially in the form attached hereto as Exhibit A.

3 1.20 “Proof of Claim” means a Proof of Claim and Release, substantially in the form attached
4 hereto as Exhibit A-2.

5 1.21 “Related Persons” means for each of Defendants, the IPO Underwriters, Storm Venture
6 Associates III, L.L.C. and NVP Associates, LLC, their past, present or future parents, subsidiaries,
7 affiliates, divisions and joint ventures, and their respective present or former directors, officers,
8 employees, partners, members, principals, underwriters, insurers, co-insurers, reinsurers, controlling
9 shareholders, attorneys, accountants or auditors, advisors, consultants, banks or investment bankers, and
10 each of their personal or legal representatives, predecessors, successors, assigns, spouses, heirs, related
11 or affiliated entities, any entity in which a Defendant, IPO Underwriter, Storm Venture Associates III,
12 L.L.C., or NVP Associates, LLC has a controlling interest, estates, executors, trusts, trustees,
13 administrators, and assigns of each of them, in their capacity as such.

14 1.22 “Released Claims” shall collectively mean any and all claims, debts, demands, rights,
15 causes of action or liabilities whatsoever (including “Unknown Claims” as defined in ¶1.28) against any
16 of the Released Parties, whether arising under federal, state, local, statutory, common or foreign law, or
17 any other law, rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or
18 unliquidated, at law or in equity, matured or unmatured, whether class or individual in nature, that
19 Plaintiffs, any other Member of the Class, or their successors, assigns, executors, administrators,
20 representatives, attorneys, and agents, in their capacities as such, (i) asserted in the Litigation, or (ii)
21 could have been asserted in any forum that arise out of, relate to, or are based upon both: (A) the
22 allegations, transactions, facts, acts, occurrences, statements, representations or omissions which were
23 or could have been alleged in the Litigation, and (B) the purchase, acquisition, sale or holding of
24 MobileIron common stock pursuant or traceable to MobileIron’s June 12, 2014 initial public offering.
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1 “Released Claims” further includes any and all claims arising out of, based upon or related to the
2 Settlement or resolution of the Litigation, except for any alleged breaches of this Stipulation.

3 1.23 “Released Parties” means each and all of the Defendants, the IPO Underwriters, Storm
4 Venture Associates III, L.L.C., and NVP Associates, LLC, and their Related Persons.

5 1.24 “Settled Defendants’ Claims” means all claims (including, but not limited to, Unknown
6 Claims as defined in ¶1.28 hereof), demands, losses, rights, and causes of action of any nature
7 whatsoever, that have been or could have been asserted in the Litigation or any forum by the Released
8 Parties or any of them against Plaintiffs, Class Members, and Plaintiffs’ Counsel which arise out of or
9 relate in any way to the institution, prosecution, assertion, settlement, or resolution of the Litigation
10 (except for claims to enforce the Stipulation).
11

12 1.25 “Settlement Amount” means Seven Million Five Hundred Thousand Dollars
13 (\$7,500,000.00) in cash to be paid to the Escrow Agent pursuant to ¶¶2.1 and 2.2 of this Stipulation.
14

15 1.26 “Settlement Fund” means the principal amount of Seven Million Five Hundred
16 Thousand Dollars (\$7,500,000.00) in cash, plus any accrued interest.

17 1.27 “Settling Parties” means, collectively, each of the Defendants and the Plaintiffs, on
18 behalf of themselves and Members of the Class.

19 1.28 “Unknown Claims” means (a) any Released Claims that Plaintiffs or any Class Members
20 do not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties,
21 which, if known by him, her or it, might have affected his, her or its settlement with and release of the
22 Released Parties, or might have affected his, her or its decision(s) with respect to the Settlement; and (b)
23 any Settled Defendants’ Claims that any Released Party does not know or suspect to exist in his, her or
24 its favor at the time of the release of the Plaintiffs, Class Members, and Plaintiffs’ Counsel, which, if
25 known by him, her or it, might have affected his, her or its settlement with and release of the Plaintiffs,
26 Class Members, and Plaintiffs’ Counsel, or might have affected his, her or its decision(s) with respect to
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1 the Settlement. With respect to any and all Released Claims and Settled Defendants' Claims, the
2 Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs and the Defendants shall
3 expressly waive, and each of the Class Members shall be deemed to have, and by operation of the
4 Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by
5 California Civil Code §1542 and any law of any state or territory of the United States, or principle of
6 common law, which is similar, comparable or equivalent to California Civil Code §1542, which
7 provides:
8

9 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH**
10 **THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR**
11 **HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF**
12 **KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR**
13 **HER SETTLEMENT WITH THE DEBTOR.**

14 Plaintiffs and Class Members may hereafter discover facts in addition to or different from those that any
15 of them now knows or believes to be true related to the subject matter of the Released Claims, but
16 Plaintiffs shall expressly and each Class Member, upon the Effective Date, shall be deemed to have, and
17 by operation of the Judgment shall have, fully, finally, and forever settled and released any and all
18 Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent,
19 disclosed or undisclosed, matured or unmatured, which now exist, or heretofore have existed upon any
20 theory of law or equity now existing or coming into existence in the future, including, but not limited to,
21 conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule,
22 without regard to the subsequent discovery or existence of such different or additional facts. Similarly,
23 the Defendants and Released Parties may hereafter discover facts in addition to or different from those
24 that any of them now know or believe to be true related to the subject matter of the Settled Defendants'
25 Claims, but each Defendant shall expressly and each Released Party, upon the Effective Date, shall be
26 deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and
27 released any and all Settled Defendants' Claims, known or unknown, suspected or unsuspected,
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1 contingent or non-contingent, disclosed or undisclosed, matured or unmatured, which now exist, or
2 heretofore have existed upon any theory of law or equity now existing or coming into existence in the
3 future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a
4 breach of any duty, law or rule, without regard to the subsequent discovery or existence of such
5 different or additional facts. The Settling Parties acknowledge, and Plaintiffs, the Class Members, and
6 the Released Parties shall be deemed by operation of the Judgment to have acknowledged, that the
7 inclusion of “Unknown Claims” in the definition of Released Claims and Settled Defendants’ Claims
8 was separately bargained for and is a key element of the Settlement of which these releases are a part.

10 **2. The Settlement**

11 **a. The Settlement Fund**

12 2.1 MobileIron shall pay and/or cause its D&O Insurer(s) to pay the Settlement Amount into
13 an escrow fund controlled solely by the Escrow Agent, subject to court oversight, within thirty (30)
14 calendar days following the later of: (a) entry of an Order granting preliminary approval of this
15 Settlement by the Court, or (b) Lead Counsel furnishing to Defendants’ counsel adequate payment
16 instructions consisting of wire transfer information (including instructions and tax ID number) and by
17 providing a completed Form W-9 for the “MobileIron, Inc. Settlement Fund” to facilitate payment by
18 check. No Individual Defendant shall pay any portion of the Settlement Amount.

20 **b. The Escrow Agent**

21 2.2 The Escrow Agent shall invest the Settlement Amount deposited pursuant to ¶2.1 hereof
22 in short term United States Agency or Treasury Securities or other instruments backed by the full faith
23 and credit of the United States Government or an agency thereof, or fully insured by the United States
24 Government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in
25 similar instruments at their then-current market rates. All risks related to the investment of the
26 Settlement Fund in accordance with the investment guidelines set forth in this paragraph shall be borne
27

1 by the Settlement Fund and the Released Parties shall have no responsibility for, interest in, or liability
2 whatsoever with respect to investment decisions or the actions of the Escrow Agent, or any transactions
3 executed by the Escrow Agent, including disbursement or failure of disbursement, payment of fees,
4 costs, expenses or taxes, elections, or any other act, omission or obligation regarding the Settlement
5 Fund, including with respect to the Stipulation or further order(s) of the Court.
6

7 2.3 The Escrow Agent shall not disburse the Settlement Fund except as provided in the
8 Stipulation, by an order of the Court, or with the written agreement of counsel for Defendants.

9 2.4 Subject to further order(s) and/or directions as may be made by the Court, or as provided
10 in the Stipulation, the Escrow Agent is authorized to execute such transactions as are consistent with the
11 terms of the Stipulation.

12 2.5 All funds held by the Escrow Agent shall be deemed and considered to be in *custodia*
13 *legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds
14 shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.
15

16 2.6 All costs and expenses incurred by or on behalf of Plaintiffs and the Class associated
17 with the Settlement, the Escrow Account, and the Settlement Amount, including, but not limited to, any
18 administrative costs and costs of providing notice of the Settlement to the Class, and any Fee and
19 Expense Award, shall be paid from the Settlement Fund, and in no event shall the Defendants bear any
20 responsibility for such amounts.
21

22 2.7 Without further order of the Court, prior to the Effective Date, up to \$300,000 of the
23 Settlement Fund may be used by Lead Counsel to pay reasonable costs and expenses actually incurred
24 consistent with this Stipulation in connection with providing notice to the Class, locating Class
25 Members, assisting with the submission of a claim for recovery to the Claims Administrator,
26 administering and distributing the Net Settlement Fund to Authorized Claimants, processing Proofs of
27 Claim, and paying escrow fees and costs, if any, and all Taxes and Tax Expenses (as defined herein in
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1 ¶2.8(c)). After the Effective Date, Lead Counsel may pay all further reasonable notice and
2 administrative expenses, regardless of amount, without further order of the Court.

3 **c. Taxes**

4 2.8 (a) The Settling Parties and the Escrow Agent agree to treat the Settlement Fund as
5 being at all times a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1. In
6 addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the
7 provisions of this ¶2.8, including the “relation-back election” (as defined in Treas. Reg. §1.468B-1)
8 back to the earliest permitted date. Such elections shall be made in compliance with the procedures and
9 requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely
10 and properly prepare and deliver the necessary documentation for signature by all necessary parties, and
11 thereafter to cause the appropriate filing to occur.
12

13 (b) For the purpose of §1.468B of the Internal Revenue Code of 1986, as amended,
14 and the regulations promulgated thereunder, the “administrator” shall be the Escrow Agent. The
15 Escrow Agent shall timely and properly file all informational and other tax returns necessary or
16 advisable with respect to the Settlement Fund (including, without limitation, the returns described in
17 Treas. Reg. §1.468B-2(k)). Such returns (as well as the election described in ¶2.8(a) hereof) shall be
18 consistent with this ¶2.8 and in all events shall reflect that all Taxes (including any estimated Taxes,
19 interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement
20 Fund as provided in ¶2.8(c) hereof.
21

22 (c) All (i) Taxes (including any estimated Taxes, interest, or penalties) arising with
23 respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be
24 imposed upon the Released Parties or their counsel with respect to any income earned by the Settlement
25 Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund”
26 for federal or state income tax purposes (“Taxes”), and (ii) expenses and costs incurred in connection
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1 with the operation and implementation of this ¶2.8 (including, without limitation, expenses of tax
2 attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or
3 failing to file) the returns described in this ¶2.8) (“Tax Expenses”), shall be paid out of the Settlement
4 Fund; in all events the Released Parties and their counsel shall have no liability or responsibility for the
5 Taxes or the Tax Expenses. The Escrow Agent, through the Settlement Fund, shall indemnify and hold
6 each of the Released Parties and their counsel harmless for Taxes and Tax Expenses (including, without
7 limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses
8 shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be
9 timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court and the
10 Escrow Agent shall be authorized (notwithstanding anything herein to the contrary) to withhold from
11 distribution to Authorized Claimants any funds necessary to pay such amounts, including the
12 establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may
13 be required to be withheld under Treas. Reg. §1.468B-2(1)(2)); neither the Defendants nor their Related
14 Persons are responsible nor shall they have any liability for any Taxes or Tax Expenses. The Settling
15 Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and
16 accountants to the extent reasonably necessary to carry out the provisions of this ¶2.8.
17
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19 **3. Preliminary Approval Order and Settlement Fairness Hearing**

20 3.1 As soon as practicable after execution of the Stipulation, Plaintiffs shall submit the
21 Stipulation together with its exhibits (the “Exhibits”) to the Court and apply for entry of the Preliminary
22 Approval Order, substantially in the form of Exhibit A attached hereto, requesting, *inter alia*, the
23 preliminary approval of the Settlement set forth in the Stipulation, and approval for the mailing of the
24 Notice of Proposed Settlement of Class Action (the “Notice”) and Proof of Claim and publication of the
25 Summary Notice of Proposed Settlement of Class Action, substantially in the forms of Exhibits A-1, A-
26 2 and A-3 attached hereto.
27
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1 3.2 Within ten (10) calendar days from entry of this Stipulation, MobileIron, at its expense,
2 shall promptly make, or cause to be made, the names and last known addresses of Class Members, or
3 other identifying information, as set forth in the books and records regularly maintained by the
4 Company or its transfer agent, available to Lead Counsel for the purpose of identifying and giving
5 notice to the Class. Lead Counsel shall make such information available to the Claims Administrator.
6 Neither Defendants nor their Related Persons shall have any responsibility for, interest in, or liability
7 with respect to providing notice (for which Plaintiffs shall be solely responsible) to the Class Members.
8

9 3.3 Lead Counsel shall request that after notice is given, the Court hold a hearing (the
10 “Settlement Fairness Hearing”) to finally approve the Settlement of the Litigation as set forth herein and
11 to enter the Judgment. At or after the Settlement Fairness Hearing, Lead Counsel also will request that
12 the Court approve the Plan of Allocation and the Fee and Expense Application.
13

14 **4. Releases**

15 4.1 Upon the Effective Date, Plaintiffs and each Class Member, on behalf of themselves and
16 their successors, assigns, executors, administrators, representatives, attorneys, and agents in their
17 capacities as such, shall be deemed to have, and by operation of the Judgment shall have, to the fullest
18 extent permitted by law, fully, finally, and forever released, waived, relinquished and discharged, and
19 be estopped from ever asserting or reasserting, all Released Claims against the Released Parties,
20 whether or not such Class Member executes and delivers a Proof of Claim, and whether or not such
21 Class Member shares in the Settlement Fund.
22

23 4.2 Upon the Effective Date, each and every Class Member and any Person claiming through
24 or on behalf of them will be permanently and forever barred and enjoined from commencing,
25 instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or
26 equity, arbitration tribunal, administrative forum, or any other forum, asserting the Released Claims
27 against any of the Released Parties, including prosecuting any appeal of any rulings dismissing parties
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1 and/or claims, whether or not such Class Member executes and delivers a Proof of Claim, and whether
2 or not such Class Member shares in the Settlement Fund.

3 4.3 Upon the Effective Date, each of the Released Parties shall be deemed to have, and by
4 operation of the Judgment shall have, fully, finally, and forever released Plaintiffs, Plaintiffs' Counsel,
5 and each and all of the Class Members from all Settled Defendants' Claims.
6

7 **5. Administration and Calculation of Claims, Final Awards and**
8 **Supervision and Distribution of the Settlement Fund**

9 5.1 The Claims Administrator, subject to such supervision and direction of the Court, as may
10 be necessary or as circumstances may require, shall administer and calculate the claims submitted by
11 Class Members and shall oversee distribution of the Net Settlement Fund (defined below) to Authorized
12 Claimants. The Settlement Fund shall be applied as follows:

13 (a) to pay all the costs and expenses reasonably and actually incurred in connection
14 with providing notice, locating Class Members, soliciting Class claims, assisting with the filing of
15 claims, administering and distributing the Net Settlement Fund to Authorized Claimants, processing
16 Proofs of Claim, and paying escrow fees and costs, if any, subject to the provisions of ¶2.7;

17 (b) to pay the Taxes and Tax Expenses described in ¶2.8 above;

18 (c) to pay to Plaintiffs' Counsel the Fee and Expense Award (defined below), if and
19 to the extent allowed by the Court; and
20

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

23 5.2 Upon the Effective Date and thereafter, and in accordance with the terms of the
24 Stipulation, the Plan of Allocation, or such further approval and further order(s) of the Court as may be
25 necessary or as circumstances may require, the Net Settlement Fund shall be distributed to Authorized
26 Claimants.
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1 5.3 Within one hundred-twenty (120) days after the mailing of the Notice or such other time
2 as may be set by the Court, each Class Member shall be required to submit to the Claims Administrator
3 a completed Proof of Claim, substantially in the form and content of Exhibit A-2 hereto, signed under
4 penalty of perjury.

5 5.4 Except as otherwise ordered by the Court, all Class Members who fail to timely submit a
6 Proof of Claim within such period, or such other period as may be ordered by the Court, or otherwise
7 allowed, shall be forever barred from receiving any payments pursuant to this Stipulation and the
8 Settlement set forth herein, but will in all other respects be subject to and bound by the provisions of
9 this Stipulation, the releases contained herein, and the Judgment. Notwithstanding the foregoing, Lead
10 Counsel may, in their discretion, accept for processing late filed claims so long as the distribution of the
11 Net Settlement Fund to Authorized Claimants is not materially delayed. Plaintiffs' Counsel and the
12 Released Parties shall have no liability for not accepting late claims.

13 5.5 The Claims Administrator shall calculate the claims of Authorized Claimants, determine
14 the extent to which claims shall be allowed, and oversee distribution of the Net Settlement Fund in
15 accordance with the Plan of Allocation approved by the Court, subject to appeal to, and jurisdiction of,
16 the Court.

17 5.6 Except for MobileIron's obligation to pay or cause payment of the Settlement Amount,
18 and to produce the information required under ¶3.2 herein, the Defendants and their Related Persons
19 shall have no responsibility for, interest in, or liability whatsoever with respect to providing notice to
20 the Class, the investment or distribution of the Net Settlement Fund or the Plan of Allocation, the
21 determination, administration, or calculation of claims, the payment or withholding of Taxes or Tax
22 Expenses, or any losses incurred in connection therewith. No Person shall have any claim of any kind
23 against the Defendants or their Related Persons with respect to the matters set forth in ¶¶5.1-5.9 hereof;
24 and the Class Members, the Plaintiffs, and Plaintiffs' Counsel release the Defendants and their Related
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1 Persons from any and all liability and claims arising from or with respect to the investment or
2 distribution of the Settlement Fund. Defendants are not providing any opinion or advice to Class
3 Members regarding the tax consequences of the Settlement, and any tax obligations arising from the
4 Settlement remain the sole responsibility of Class Members.

5
6 5.7 No Person shall have any claim against Plaintiffs, Plaintiffs' Counsel, any Claims
7 Administrator, any other Person designated by Plaintiffs' Counsel, or Defendants and their Related
8 Persons based on the distributions made substantially in accordance with this Stipulation and the
9 Settlement contained herein, the Plan of Allocation, or further order(s) of the Court.

10 5.8 Following the Effective Date, Defendants shall not have a reversionary interest in the
11 Settlement Fund. The Net Settlement Fund shall be distributed to Authorized Claimants substantially in
12 accordance with the Plan of Allocation set forth in the Notice and approved by the Court. If there is any
13 balance remaining in the Net Settlement Fund after six (6) months from the initial date of distribution of
14 the Net Settlement Fund (whether by reason of tax refunds, uncashed checks or otherwise), Lead
15 Counsel shall, if feasible, reallocate such balance among Authorized Claimants in an equitable and
16 economic fashion. These redistributions shall be repeated until the balance remaining in the Net
17 Settlement Fund is *de minimis* and no longer economically feasible to distribute to Class Members.
18 Thereafter, any balance which still remains in the Net Settlement Fund shall be donated to Bay Area
19 Legal Aid.
20

21
22 5.9 It is understood and agreed by the Settling Parties that any proposed Plan of Allocation
23 of the Net Settlement Fund including, but not limited to, any adjustments to an Authorized Claimant's
24 claim set forth therein, is not a part of the Stipulation and is to be considered by the Court separately
25 from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth
26 in the Stipulation, and any order or proceeding relating to the Plan of Allocation shall not operate to
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1 terminate or cancel the Stipulation or affect the finality of the Court's Judgment approving the
2 Stipulation and the Settlement set forth therein, or any other orders entered pursuant to the Stipulation.

3 **6. Plaintiffs' Counsel's Attorneys' Fees and Expenses**

4 6.1 Plaintiffs' Counsel may submit an application or applications (the "Fee and Expense
5 Application") for distributions to them from the Settlement Fund for: (a) an award of attorneys' fees;
6 plus (b) expenses and costs, incurred in connection with prosecuting the Litigation, plus any interest on
7 such attorneys' fees, costs, and expenses at the same rate and for the same periods as earned by the
8 Settlement Fund (until paid) as may be awarded by the Court; and (c) payment to Plaintiffs for their
9 time and expenses in representing the Class ("Fee and Expense Award").
10

11 6.2 Any Fee and Expense Award awarded by the Court shall be payable to Lead Counsel
12 from the Settlement Fund, as ordered, immediately after the Court executes an order awarding such fees
13 and expenses notwithstanding any objection thereto. Lead Counsel shall thereafter allocate the Fee and
14 Expense Award among Plaintiffs' Counsel in a manner in which they in good faith believe reflects the
15 contributions of such counsel to the prosecution and settlement of the Litigation.
16

17 6.3 All Plaintiffs' Counsel who receive any portion of the Fee and Expense Award agree that
18 they accept payment subject to the obligation of each Plaintiffs' Counsel (including their respective
19 partners, shareholders and/or firms) receiving payments to make repayment to the Settlement Fund, plus
20 interest thereon at the same rate as earned on the Settlement Fund, within ten (10) business days from
21 receiving notice from Defendants' counsel or from a court of appropriate jurisdiction, of the amount
22 required to be refunded by any court or appellate court, in the event, for any reason, including, without
23 limitation, appeal, further proceeding on remand or successful collateral attack, the Fee and Expense
24 Award is reduced or reversed, consistent with such reduction or reversal. Furthermore, all Plaintiffs'
25 Counsel (including their respective partners, shareholders and/or firms) agree that they remain subject
26 to the continuing jurisdiction of the Court for the purpose of enforcing their obligation to repay required
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1 attorneys' fees and expenses to the Settlement Fund as provided in this paragraph. Without limitation,
2 Plaintiffs' Counsel agree that the Court may, upon application of Defendants and notice to Plaintiffs'
3 Counsel, summarily issue orders, including, but not limited to, judgments and attachment orders and
4 may make appropriate findings of or sanctions for contempt, should Plaintiffs' Counsel fail timely to
5 repay fees and expenses pursuant to this ¶6.3.
6

7 6.4 The procedure for and the allowance or disallowance by the Court of any Fee and
8 Expense Award are not part of the Settlement set forth in the Stipulation, and are to be considered by
9 the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the
10 Settlement set forth in the Stipulation, and any order or proceeding relating to the Fee and Expense
11 Award, or any appeal from any order relating thereto or reversal or modification thereof, shall not
12 operate to terminate or cancel the Stipulation, or affect or delay the finality of the Judgment approving
13 the Stipulation and the Settlement of the Litigation set forth therein. The Settling Parties agree that the
14 denial, in whole or in part, of any Fee and Expense Application shall in no way affect the enforceability,
15 validity, or finality of this Stipulation or affect or delay the finality of the Judgment approving the
16 Stipulation and the Settlement of the Litigation set forth therein.
17

18 6.5 Defendants and the Released Parties shall have no responsibility for, and no liability
19 whatsoever with respect to, any payment to Plaintiffs' Counsel from the Settlement Fund.
20

21 6.6 Defendants and the Released Parties shall have no responsibility for, and no liability
22 whatsoever with respect to, the allocation among Plaintiffs' Counsel, and/or any other Person who may
23 assert some claim thereto, of any Fee and Expense Award that the Court may make in the Litigation.

24 6.7 Any order or proceedings relating to the Fee and Expense Application, any Fee and
25 Expense Award, or any appeal from any order relating thereto or any reversal or modification of such
26 an order, shall not operate to terminate or cancel the Stipulation or the Settlement, affect or delay the
27 finality of the Court's Judgment approving the Stipulation and the Settlement set forth therein, or affect
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1 the release of the Released Claims. The finality of the Settlement shall not be conditioned on any ruling
2 by the Court concerning the Fee and Expense Application.

3 **7. Conditions of Settlement, Effect of Disapproval, Cancellation or**
4 **Termination**

5 7.1 The Effective Date of the Stipulation is expressly subject to, and conditioned upon, the
6 occurrence of all of the following events:

7 (a) MobileIron has paid or caused to be made the contribution to the Settlement Fund
8 as required by ¶2.1 hereof;

9 (b) the Court has entered the Preliminary Approval Order, as required by ¶3.1
10 hereof;

11 (c) MobileIron has not exercised its option to terminate the Stipulation pursuant to
12 ¶7.3;

13 (d) the Court has entered the Judgment, or a judgment substantially in the form and
14 content of Exhibit B attached hereto, or a judgment in a form other than that provided above acceptable
15 to all of the Settling Parties (the “Alternate Judgment”); and
16

17 (e) the Judgment has become Final, as defined in ¶1.9 hereof.

18 7.2 Upon the occurrence of all of the events referenced in ¶7.1 hereof, any and all remaining
19 interest or right of Defendants or the Released Parties in or to the Settlement Fund, if any, shall be
20 absolutely and forever extinguished.
21

22 7.3 If prior to the Settlement Fairness Hearing, the aggregate number of shares of
23 MobileIron common stock purchased by Persons who would otherwise be Members of the Class, but
24 who request exclusion from that Class, exceeds the sum specified in a separate supplemental
25 confidential agreement between Plaintiffs and Defendants (the “Supplemental Agreement”), MobileIron
26 shall have the option to terminate this Stipulation in accordance with the procedures set forth in the
27 Supplemental Agreement. The Supplemental Agreement will not be filed with the Court unless
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1 required by court rule or unless and until a dispute as between Plaintiffs and Defendants concerning its
2 interpretation or application arises and in that event, the Settling Parties will use their best reasonable
3 efforts to file the Supplemental Agreement for the Court's *in camera* review and/or under seal.

4 7.4 Defendants' counsel and Lead Counsel shall each have the right to terminate the
5 Settlement and this Stipulation by providing written notice of their election to do so ("Termination
6 Notice") to all other parties hereto within thirty (30) days of: (a) the Court's declining to enter the
7 Preliminary Approval Order in any material respect; (b) the Court's refusal to approve this Stipulation
8 or any material part of it; (c) the Court's declining to enter the Judgment in any material respect; (d) the
9 date upon which the Judgment is modified or reversed in any material respect by the Court of Appeals
10 or the Supreme Court or any other court; or (e) the date upon which an Alternate Judgment is modified
11 or reversed in any material respect by the Court of Appeals or the Supreme Court or any other court.
12

13 7.5 If all of the conditions specified in ¶7.1 hereof are not met, then the Stipulation shall be
14 canceled and terminated subject to ¶7.8 hereof unless Lead Counsel and counsel for all of the
15 Defendants mutually agree in writing to proceed with the Stipulation.
16

17 7.6 Unless otherwise ordered by the Court, in the event the Stipulation shall terminate, or be
18 canceled, or the Settlement shall not become effective for any reason, within ten (10) business days
19 after written notification of such event is sent by counsel for any of the Defendants or Lead Counsel to
20 the Escrow Agent, the Settlement Fund (including accrued interest) less expenses paid, incurred, or due
21 and owing consistent with this Stipulation, including those incurred providing notice to the Class,
22 locating Class Members, soliciting claims, assisting with the filing of claims, processing Proofs of
23 Claim, escrow fees and costs if any, and all Taxes and Tax Expenses, provided for herein, shall be
24 refunded proportionately to the entities that paid the Settlement Amount, pursuant to written
25 instructions from counsel for MobileIron. The Escrow Agent or its designee shall apply for any tax
26 refund owed on the Settlement Fund and pay the proceeds, after deduction of any fees or expenses
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1 incurred in connection with such application(s) for refund, pursuant to written instructions from
2 MobileIron's counsel.

3 7.7 In the event that the Stipulation is not approved by the Court or the Settlement set forth
4 in the Stipulation is terminated or fails to become effective in accordance with its terms, the Settling
5 Parties shall be restored to their respective positions in the Litigation as of March 8, 2017. In such
6 event, the terms and provisions of the Stipulation shall have no further force and effect with respect to
7 the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose,
8 and any judgment or order entered by the Court in accordance with the terms of the Stipulation shall be
9 treated as vacated, *nunc pro tunc*. No order of the Court or modification or reversal on appeal of any
10 order of the Court concerning the Plan of Allocation or the amount of any Fee and Expense Award shall
11 constitute grounds for cancellation or termination of the Stipulation.
12

13 7.8 If the Effective Date does not occur, or if the Stipulation is terminated pursuant to its
14 terms, neither Plaintiffs nor any of their counsel shall have any obligation to repay any amounts actually
15 and properly disbursed pursuant to ¶¶2.7 or 2.8. In addition, any expenses already incurred pursuant to
16 ¶¶2.7 or 2.8 hereof at the time of such termination or cancellation but which have not been paid, shall
17 be paid by the Escrow Agent in accordance with the terms of the Stipulation prior to the balance being
18 refunded in accordance with ¶7.6 hereof.
19

20 **8. Miscellaneous Provisions**

21 8.1 The Settling Parties: (a) acknowledge that it is their intent to consummate this
22 Settlement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement
23 all terms and conditions of this Stipulation and to exercise their best efforts to accomplish the foregoing
24 terms and conditions of this Stipulation.
25

26 8.2 Upon and subject to the terms and conditions hereof, Plaintiffs on behalf of themselves
27 and Members of the Class, on the one hand, and each of the Defendants, on the other hand, intend this
28

1 Settlement to be a final and complete resolution of all disputes between them and the Related Persons
2 which were or could have been asserted with respect to the Litigation. The Settlement compromises
3 claims which are contested and shall not be deemed an admission by any Settling Party as to the merits
4 of any claim or defense. While retaining their right to deny that the claims advanced in the Litigation
5 were meritorious, Defendants will not contend that the Litigation was not filed in good faith. The
6 Settling Parties further agree not to assert in any forum that any Settling Party violated California Code
7 of Civil Procedure §128.7 or any other similar statute or law. The Settling Parties agree that the amount
8 paid to the Settlement Fund and the other terms of the Settlement were negotiated in good faith by the
9 Settling Parties, and reflect a settlement that was reached voluntarily after consultation with competent
10 legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to
11 be appropriate, any contention made in any public forum that the Litigation was brought or defended in
12 bad faith or without a reasonable basis.
13

14
15 8.3 Neither the Stipulation nor the Settlement, nor any act performed or document executed
16 pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be deemed to be, or may
17 be used as, a presumption, concession, or admission of, or evidence of, the validity of any Released
18 Claim or of any wrongdoing or liability of the Defendants or their Related Persons; or (b) is or may be
19 deemed to be, or may be used as, a presumption, concession, or admission of, or evidence of, any fault
20 or omission of any of the Defendants or their Related Persons in any civil, criminal or administrative
21 proceeding in any court, administrative agency or other tribunal; or (c) is or may be deemed to be an
22 admission or evidence that any claims asserted by Plaintiffs were not valid in any civil, criminal or
23 administrative proceeding. Defendants and their Related Persons may file the Stipulation and/or the
24 Judgment in any action that may be brought against them in order to support a defense or counterclaim
25 based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or
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1 reduction, or any other theory of claim preclusion or issue preclusion or similar defense or
2 counterclaim.

3 8.4 All agreements made and orders entered during the course of the Litigation relating to
4 the confidentiality of information shall survive this Stipulation.

5 8.5 All of the Exhibits to this Stipulation are material and integral parts hereof and are fully
6 incorporated herein by this reference.

7 8.6 This Stipulation may be amended or modified only by a written instrument signed by or
8 on behalf of all Settling Parties or their respective successors-in-interest. The Settling Parties, however,
9 may mutually agree in a signed writing to a reasonable extension of time to carry out any provisions in
10 this Stipulation without further order of the Court.

11 8.7 This Stipulation and the Exhibits attached hereto and the Supplemental Agreement
12 constitute the entire agreement between Plaintiffs and Defendants and no representations, warranties, or
13 inducements have been made to any party concerning the Stipulation or its Exhibits other than the
14 representations, warranties, and covenants contained and memorialized in such documents. Except as
15 otherwise provided herein, each party shall bear its own costs.

16 8.8 Lead Counsel, on behalf of the Class, are expressly authorized by Plaintiffs to take all
17 appropriate action required or permitted to be taken by the Class pursuant to the Stipulation to
18 effectuate its terms and also are expressly authorized to enter into any modifications or amendments to
19 the Stipulation on behalf of the Class which they deem appropriate.

20 8.9 Each counsel or other Person executing the Stipulation or any of its Exhibits on behalf of
21 any party hereto hereby warrants that such Person has the full authority to do so.

22 8.10 This Stipulation may be executed in one or more counterparts and the signatures may be
23 by facsimile or electronically. All executed counterparts shall be deemed to be one and the same
24 instrument. A complete set of executed counterparts shall be filed with the Court.

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1 8.11 This Stipulation shall be binding upon, and inure to the benefit of, the respective agents,
2 executors, heirs, devisees, successors, and assigns of the Settling Parties.

3 8.12 The Court shall retain jurisdiction with respect to implementation and enforcement of the
4 terms of this Stipulation, and all Settling Parties hereto submit to the jurisdiction of the Court for
5 purposes of implementing and enforcing the Settlement embodied in this Stipulation.
6

7 8.13 This Stipulation and the Exhibits hereto shall be considered to have been negotiated,
8 executed and delivered, and to be wholly performed, in the State of California, and the rights and
9 obligations of the parties to this Stipulation shall be construed and enforced in accordance with, and
10 governed by, the internal, substantive laws of the State of California without giving effect to that State's
11 choice-of-law principles.

12 8.14 Within thirty (30) calendar days of the Judgment becoming Final as defined in ¶1.9
13 hereof, Plaintiffs and Plaintiffs' Counsel shall destroy from all reasonably accessible locations any and
14 all documents provided by Defendants in advance of and for the purposes of mediation (the "Mediation
15 Documents") and certify in writing that the Mediation Documents have been destroyed.
16 Notwithstanding this provision, Plaintiffs' Counsel may retain an archival copy of all pleadings,
17 mediation submissions, legal memoranda, correspondence, attorney work product and consultant and
18 expert work product, even if such information attaches or references the Mediation Documents.
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1 IN WITNESS WHEREOF, the parties hereto have caused this Stipulation to be executed, by
2 their duly authorized attorneys, dated May 23, 2017.

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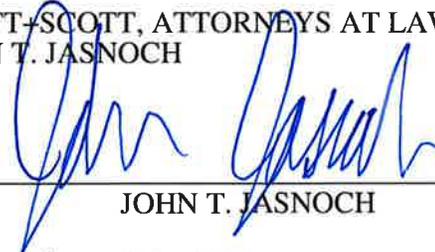


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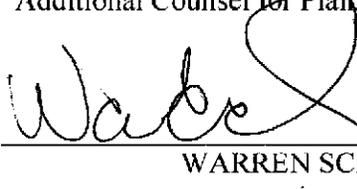
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Gaurav Garg

GAURAV GARG

AAREF HILALY

MATTHEW HOWARD

FRANK MARSHALL

TAE HEA NAHM

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James R. Tolonen

JAMES TOLONEN

EXHIBIT A

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13 Lead Counsel for Plaintiffs

14 [Additional counsel appear on signature page.]

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 COUNTY OF SANTA CLARA

17 In re MOBILEIRON, INC. SHAREHOLDER) Lead Case No. 1-15-cv-284001
LITIGATION)
18 _____) CLASS ACTION
19 This Document Relates To:) [PROPOSED] ORDER PRELIMINARILY
APPROVING SETTLEMENT AND
20 ALL ACTIONS.) PROVIDING FOR NOTICE

21 _____) EXHIBIT A

22 Assigned to: The Honorable Thomas E. Kuhnle
23 Dept. 5
Date Action Filed: 08/05/15

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1 WHEREAS, the parties to the above-entitled action (the “Litigation”) entered into a Stipulation
2 of Settlement dated May 23, 2017 (the “Stipulation” or “Settlement”), which is subject to review by this
3 Court and which, together with the Exhibits thereto, sets forth the terms and conditions for the
4 Settlement of the claims alleged in the Litigation; and the Court having read and considered the
5 Stipulation and the accompanying documents; and the parties to the Stipulation having consented to the
6 entry of this Order; and all capitalized terms used herein having the meanings defined in the Stipulation;

7 NOW, THEREFORE, IT IS HEREBY ORDERED, this ___ day of _____ 2017, that:

8 1. The Court preliminarily finds that:

9 (a) the Settlement resulted from informed, extensive arm’s-length negotiations,
10 including mediation under the direction of an experienced mediator, the Hon. Layn R. Phillips (Ret.);

11 (b) the Settlement is sufficiently fair, reasonable, and adequate to warrant providing
12 notice of the Settlement to the Class; and

13 (c) the Class, defined in the Stipulation as follows, is certified for settlement
14 purposes only: all persons or entities who purchased MobileIron common stock pursuant and/or
15 traceable to the Registration Statement issued in connection with the Company’s June 12, 2014 initial
16 public offering. Excluded from the Class are Defendants, the officers, directors and affiliates of the
17 Company at all relevant times, members of the Individual Defendants’ immediate families, and their
18 legal representatives, heirs, successors or assigns, and any entity in which Defendants have or had a
19 controlling interest. Also excluded is any Person who validly requests exclusion from the Class.

20 2. A hearing (the “Settlement Fairness Hearing”) is hereby scheduled to be held before the
21 Court on _____, 2017, at _:_ .m., for the following purposes:

22 (a) to finally determine whether this Litigation satisfies the applicable prerequisites
23 for class action treatment under California Code of Civil Procedure §382;

24 (b) to determine whether the proposed Settlement is fair, reasonable, and adequate,
25 and should be approved by the Court;

26 (c) to determine whether the Judgment as provided under the Stipulation should be
27 entered;

28

1 (d) to determine whether the proposed Plan of Allocation should be approved by the
2 Court as fair, reasonable, and adequate;

3 (e) to consider Plaintiffs' Counsel's Fee and Expense Application;

4 (f) to consider Plaintiffs' request for the payment of their time and expenses they
5 incurred in prosecuting this Litigation on behalf of the Class; and

6 (g) to rule upon such other matters as the Court may deem appropriate.

7 3. The Court reserves the right to approve the Settlement with or without modification and
8 with or without further notice to the Class and may adjourn the Settlement Fairness Hearing without
9 further notice to the Class. The Court reserves the right to enter the Judgment approving the Settlement
10 regardless of whether it has approved the Plan of Allocation, or any Fee and Expense Award.

11 4. The Court approves the form, substance, and requirements of the Notice of Proposed
12 Settlement of Class Action (the "Notice"), the Proof of Claim and Release (the "Proof of Claim"), and
13 the Summary Notice of Proposed Settlement of Class Action (the "Summary Notice"), annexed hereto
14 as Exhibits A-1, A-2 and A-3, respectively.

15 5. The Court approves the appointment of Gilardi & Co. LLC as the Claims Administrator.

16 (a) The Claims Administrator shall cause the Notice and the Proof of Claim ("Claim
17 Package"), substantially in the forms annexed hereto, to be mailed, by First-Class Mail, postage
18 prepaid, within twenty-eight (28) calendar days of this Order, to all Class Members who can be
19 identified with reasonable effort and to be posted on www.mobileironshareholdersettlement.com
20 ("Website"). The Court is advised that within ten (10) calendar days of execution of the Stipulation,
21 MobileIron made, or caused to be made, the names and last known addresses of Class Members, or
22 other identifying information, as set forth in the books and records regularly maintained by the
23 Company or its transfer agent, available to Lead Counsel for the purpose of identifying and giving
24 notice to the Class, which information has been provided by Lead Counsel to the Claims Administrator.

25 (b) The Claims Administrator shall cause the Summary Notice to be published once
26 in the national edition of *The Wall Street Journal*, and once over the *Business Wire*, within ten (10)
27 calendar days after the mailing of the Notice.

28

1 6. The Claims Administrator shall use the following additional procedures in notifying
2 potential Class Members of the Settlement:

3 (a) The Claims Administrator shall send the Claim Package and appropriate cover
4 letter to each entity included on its proprietary list of approximately 250 brokers, banks, and other
5 nominees, including all institutions that are registered with the U.S. Securities and Exchange
6 Commission, as potential nominee holders (“Nominee List”). The Nominee List shall also include
7 institutions that regularly file third-party claims on behalf of their investor clients in securities class
8 actions and all entities that have requested notification in every case involving publicly-traded
9 securities.

10 (b) The Claims Administrator shall send a cover letter accompanying the Claim
11 Package to each entity on the Nominee List that will notify the entity of the pendency of this Litigation
12 as a class action (for settlement purposes) and proposed Settlement and inform each entity of its
13 obligation to either provide the names and addresses of its customers and clients who may be Class
14 Members or request copies of the Claim Package to provide directly to its customers and clients who
15 may be Class Members.

16 (c) The Claims Administrator shall promptly mail the Claim Package to all potential
17 Class Members identified by entities on the Nominee List. The Claims Administrator shall also send
18 copies of the Claim Package directly to entities on the Nominee List who indicate that they will directly
19 forward the documents to their customers and clients who may be Class Members.

20 (d) All name and address data obtained by the Claims Administrator shall be
21 reviewed to identify and eliminate exact duplicates and incomplete data prior to mailing. Addresses
22 will be checked against the United States Postal Service’s National Change of Address database to
23 identify address changes and obtain current mailing addresses where available. Any Claim Packages
24 that are returned as undeliverable mail shall be reviewed to determine if an alternative or updated
25 address is available from the Postal Service, and shall be re-mailed to the updated or alternative address.
26 In cases where no address is available from the Postal Service, the Claims Administrator shall attempt
27 to obtain updated or alternative address information from private databases, and will re-mail the Claim
28 Package if such information is available.

1 (e) The Claims Administrator shall provide several supplemental notification letters
2 to any entity on the Nominee List who does not respond to the initial request for potential Class
3 Member names and addresses.

4 (f) The Claims Administrator shall cause the Claim Package to be published by the
5 Depository Trust Corporation on the DTC Legal Notice System.

6 (g) The Claims Administrator shall maintain a toll-free number to accommodate
7 potential Class Members' inquiries throughout the notification and claims processing period.

8 (h) In addition to the Claim Package, the Claims Administrator shall post the
9 Stipulation and the executed Order Preliminarily Approving Settlement and Providing for Notice on the
10 Website. The Claims Administrator shall post to the Website the papers in support of the Settlement,
11 the Plan of Allocation, and the Fee and Expense Application after they are filed. The Website shall
12 provide summary information regarding the case and Settlement and highlight important dates,
13 including the date of the Settlement Fairness Hearing. All posted documents shall be available for
14 downloading from the Website.

15 7. Lead Counsel shall, at least fourteen (14) calendar days before the Settlement Fairness
16 Hearing, file with the Court and serve on the Settling Parties proof of compliance with the notice
17 procedures identified above in ¶¶5-6.

18 8. The form and content of the Notice and the Summary Notice, and the method set forth
19 herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of
20 California law and due process, constitute the best notice practicable under the circumstances, and shall
21 constitute due and sufficient notice to all persons and entities entitled thereto.

22 9. In order to be entitled to participate in the Net Settlement Fund, each Class Member shall
23 take the following actions and be subject to the following conditions:

24 (a) Within one hundred-twenty (120) days after such time as set by the Court to mail
25 notice to the Class, each Person claiming to be an Authorized Claimant shall be required to submit to
26 the Claims Administrator a completed Proof of Claim, similar to the form contained in Exhibit A-2
27 attached hereto and as approved by the Court, signed under penalty of perjury.

28

1 (b) Except as otherwise ordered by the Court, all Class Members who fail to timely
2 submit a Proof of Claim within such period, or such other period as may be ordered by the Court, or
3 otherwise allowed, shall be forever barred from receiving any payments pursuant to the Stipulation and
4 the Settlement set forth therein, but will in all other respects be subject to and bound by the provisions
5 of the Stipulation, the releases contained therein, and the Judgment. Notwithstanding the foregoing,
6 Lead Counsel may, in their discretion, accept for processing late submitted claims so long as the
7 distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed, but shall
8 incur no liability for declining to accept a late-submitted claim.

9 (c) As part of the Proof of Claim, each Class Member shall submit to the jurisdiction
10 of the Court with respect to the claim submitted.

11 10. Class Members shall be bound by all determinations and judgments in this Litigation,
12 whether favorable or unfavorable, unless they request exclusion from the Class in a timely and proper
13 manner, as hereinafter provided. A Class Member wishing to make such request shall, no later than thirty
14 (30) calendar days prior to the date scheduled herein for the Settlement Fairness Hearing, mail a request
15 for exclusion in written form by First-Class Mail postmarked to the address designated in the Notice.
16 Such request for exclusion shall indicate the name, address, email address and telephone number of the
17 person seeking exclusion, that the person requests to be excluded from the Class, and must be signed by
18 such person. Such persons requesting exclusion are also requested to state the number of shares of
19 MobileIron common stock they purchased that are subject to the Litigation. The request for exclusion
20 shall not be effective unless it is made in writing within the time stated above, and the exclusion is
21 accepted by the Court. Class Members requesting exclusion from the Class shall not be entitled to receive
22 any payment out of the Net Settlement Fund as described in the Stipulation and Notice.

23 11. The Court will consider objections to the Settlement, the Plan of Allocation, and/or the
24 Fee and Expense Application, including the payment of Plaintiffs' time and expenses. Any person
25 wanting to object may do so in writing and/or by appearing at the Settlement Fairness Hearing. To the
26 extent any person wants to object in writing, such objections and any supporting papers, accompanied
27 by proof of Class membership, shall be filed with the Clerk of the Court, Superior Court of the State of
28 California, County of Santa Clara, 191 North First Street, San Jose, CA 95113, and copies of all such

1 papers served no later than _____, 2017, which is thirty (30) calendar days prior to the date
2 scheduled herein for the Settlement Fairness Hearing, upon the following: Ellen Gusikoff Stewart,
3 Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101 and
4 John T. Jasnoch, Scott + Scott, Attorneys at Law, LLP, 707 Broadway, Suite 1000, San Diego, CA
5 92101, on behalf of the Plaintiffs and the Class. Persons who intend to object in writing to the
6 Settlement, the Plan of Allocation, the Fee and Expense Application, and/or the payment of Plaintiffs’
7 time and expenses, and desire to present evidence at the Settlement Fairness Hearing must include in
8 their written objections copies of any exhibits they intend to introduce into evidence at the Settlement
9 Fairness Hearing. If an objector hires an attorney to represent him, her or it for the purposes of making
10 an objection, the attorney must both effect service of a notice of appearance on counsel listed above and
11 file it with the Court by no later than _____, 2017. A Class Member who files a written
12 objection does not have to appear at the Settlement Fairness Hearing for the Court to consider his, her
13 or its objection. A Class Member who does not file a written objection may appear and object at the
14 Settlement Fairness Hearing.

15 12. All papers in support of the Settlement, the Plan of Allocation, and any Fee and Expense
16 Application shall be filed and served fourteen (14) calendar days prior to the deadline in ¶11 for
17 objections to be filed. All reply papers shall be filed and served at least seven (7) calendar days prior to
18 the Settlement Fairness Hearing.

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

22 14. Defendants’ counsel and Plaintiffs’ Counsel shall promptly furnish each other with
23 copies of any and all objections that come into their possession.

24 15. Pending final determination of whether the Settlement should be approved, this action
25 shall be stayed and the Plaintiffs, all Class Members, and any Person claiming through or on behalf of
26 them, shall not institute, commence, maintain or prosecute, and are hereby barred and enjoined from
27 instituting, commencing, maintaining, or prosecuting, any proceeding in any court or tribunal that
28 asserts any Released Claims against any Released Party.

1 16. All reasonable expenses incurred in identifying and notifying Class Members, as well as
2 administering the Settlement Fund, shall be paid as set forth in the Stipulation. In the event the
3 Settlement is not approved by the Court, or otherwise fails to become effective, neither Plaintiffs nor
4 any of their counsel shall have any obligation to repay any amounts actually and properly disbursed, or
5 due and owing from the Settlement Fund except as provided for in the Stipulation.

6 17. If any specified condition to the Settlement set forth in the Stipulation is not satisfied and
7 Plaintiffs or Defendants elect to terminate the Settlement then, in any such event, the Stipulation,
8 including any amendment(s) thereof, shall be null and void, of no further force or effect without
9 prejudice to any party, and may not be introduced as evidence or referred to in any action or
10 proceedings by any person or entity for any purpose, and each party shall be restored to his, her or its
11 respective position as it existed on March 8, 2017.

12 18. The Court may adjourn or continue the Settlement Fairness Hearing without further
13 notice to the Class.

14 19. The Court retains exclusive jurisdiction over the Litigation to consider all further matters
15 arising out of or connected with the Settlement. The Court may approve the Settlement, with such
16 modifications as may be agreed by the Settling Parties, if appropriate, without further notice to the Class.

17 IT IS SO ORDERED.

18 DATED: _____

HONORABLE THOMAS E. KUHNLE
JUDGE OF THE SUPERIOR COURT

21 Submitted by:

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Executive Committee Member

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EXHIBIT A-1

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13 Lead Counsel for Plaintiffs
14

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 COUNTY OF SANTA CLARA

17 In re MOBILEIRON, INC. SHAREHOLDER)	Lead Case No. 1-15-cv-284001
LITIGATION)	
18 _____)	<u>CLASS ACTION</u>
19 This Document Relates To:)	NOTICE OF PROPOSED SETTLEMENT OF
20 ALL ACTIONS.)	CLASS ACTION
21 _____)	EXHIBIT A-1

Assigned to: The Honorable Thomas E. Kuhnle
Dept. 5
Date Action Filed: 08/05/15

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1 **TO: ALL PERSONS OR ENTITIES (“PERSONS”) THAT PURCHASED MOBILEIRON,**
2 **INC. (“MOBILEIRON” OR THE “COMPANY”) COMMON STOCK PURSUANT**
3 **AND/OR TRACEABLE TO THE REGISTRATION STATEMENT AND PROSPECTUS**
4 **FOR THE COMPANY’S JUNE 12, 2014 INITIAL PUBLIC OFFERING (THE**
5 **“CLASS”)**

6 **THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER**
7 **SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.**

8 **WHY SHOULD I READ THIS NOTICE?**

9 This Notice is given pursuant to an order issued by the Superior Court of California, County of
10 Santa Clara (the “Court”). This Notice serves to inform you of the proposed settlement of the above
11 class action lawsuit (the “Settlement”) for \$7,500,000 in cash and the hearing (the “Settlement Fairness
12 Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the
13 Settlement, as set forth in the Stipulation of Settlement dated May 23, 2017 (the “Stipulation”).¹ The
14 Stipulation is by and between: (i) Plaintiffs Warren Schneider, Jay Kerley and Chaile Steinberg (on
15 behalf of themselves and each of the Class Members), by and through their counsel of record; and
16 (ii) Defendants MobileIron, Robert Tinker, Todd Ford, Gaurav Garg, Aaref Hilaly, Matthew Howard,
17 Frank Marshall, Tae Hea Nahm and James Tolonen, by and through their respective counsel of record
18 in the above-captioned action (the “Litigation”). Upon and subject to the terms and conditions hereof,
19 Plaintiffs, on behalf of themselves and the Class, on the one hand, and each of the Defendants, on the
20 other hand (collectively, “Settling Parties”), intend this Settlement to be a final and complete resolution
21 of all disputes between the Settling Parties with respect to the Litigation. This Notice is not an
22 expression of any opinion by the Court as to the merits of the claims or defenses asserted in the lawsuit.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A PROOF OF CLAIM POSTMARKED NO LATER THAN _____, 2017	The only way to get a payment.
EXCLUDE YOURSELF FROM THE CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION POSTMARKED NO LATER THAN _____, 2017	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Defendants and their Related Persons relating to the claims in this case.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION POSTMARKED NO LATER THAN _____, 2017	Write to the Court about why you don’t like the Settlement.
GO TO A HEARING ON _____, 2017, AT _____	Speak in Court about the fairness of the Settlement.
DO NOTHING	Get no payment. Give up your rights.

26 _____
27 ¹ The Stipulation and all of its Exhibits can be viewed at
28 www.mobileironshareholdersettlement.com. All capitalized terms used herein have the same meanings as the terms defined in the Stipulation.

- 1 • These rights and options – **and the deadlines to exercise them** – are explained in this Notice.
- 2
- 3 • The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and, if there are any
- 4 appeals, after the appeals are resolved. Please be patient.

5 **WHAT IS THIS LAWSUIT ABOUT?**

6 **The Allegations and Status of the Case**

7 On August 5, 2015, Warren Schneider filed a complaint in the Court for alleged violations of the federal securities laws against Defendants and the underwriters of MobileIron’s June 12, 2014 initial public offering (the “*Schneider Action*”). On August 21, 2015, Jay Kerley filed a complaint in the Court asserting the same or similar claims arising out of MobileIron’s initial public offering and asserting those claims against the same defendants in the *Schneider Action* as well as Storm Venture Associates III, L.L.C., NVP Associates, LLC and Does 1-25 (the “*Kerley Action*”). On August 24, 2015, Chaile Steinberg filed a complaint in the Court asserting the same or similar claims, against the same individuals and entities (the “*Steinberg Action*”).

11 Each action alleged that the Registration Statement and Prospectus (the “Registration Statement”) issued in connection with MobileIron’s June 12, 2014 initial public offering (the “IPO”) contained materially incorrect or misleading statements and/or omitted material information in violation of the Securities Act of 1933 (the “Securities Act”).

14 On September 25, 2015, certain defendants removed the *Schneider Action*, *Kerley Action* and *Steinberg Action* to the United States District Court for the Northern District of California. On September 28 and 29, 2015, plaintiffs in the *Schneider Action*, *Kerley Action* and *Steinberg Action* filed motions to remand the cases to the Court, and on November 30, 2015, the actions were remanded. Following remand, the parties agreed to mediate the actions, but those efforts were unsuccessful.

17 Plaintiffs filed the Corrected Consolidated Complaint for Violations of the Securities Act of 1933 (the “Complaint”) on April 12, 2016, and Defendants filed their demurrer on August 8, 2016. Plaintiffs opposed the demurrer, and the parties appeared before the Court for oral argument on September 30, 2016. The Court overruled the demurrer to the Complaint’s claims under Sections 11 and 15 of the Securities Act and sustained the demurrer to the claim under Section 12 of the Securities Act with leave to amend. Plaintiffs filed an Amended Complaint on October 21, 2016. Defendants answered the Amended Complaint on November 28, 2016.

21 The parties thereafter agreed to attend a subsequent mediation session conducted by a third-party neutral mediator, the Hon. Layn R. Phillips (Ret.). In advance of the mediation, the parties voluntarily exchanged non-public documents, which were reviewed and analyzed. Plaintiffs and Defendants then submitted and exchanged mediation statements summarizing their respective positions. The mediation session was held on February 23, 2017. While the Settling Parties did not reach an agreement to settle the Litigation at the mediation, the Settling Parties continued their negotiations through Judge Phillips. These efforts culminated with the Settling Parties agreeing to settle the Litigation for \$7,500,000 in cash.

26 **THE COURT HAS NOT RULED AS TO WHETHER DEFENDANTS ARE LIABLE TO PLAINTIFFS OR TO THE CLASS. THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THIS LAWSUIT OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PENDENCY**

1 **OF THE LITIGATION AND PROPOSED SETTLEMENT THEREOF AND YOUR RIGHTS IN**
2 **CONNECTION WITH THAT SETTLEMENT.**

3 **HOW DO I KNOW IF I AM A CLASS MEMBER?**

4 If you purchased the common stock of MobileIron pursuant and/or traceable to the Registration
5 Statement filed in connection with MobileIron's June 12, 2014 IPO, you may be a Class Member. As
6 set forth in the Stipulation, excluded from the Class are Defendants, the officers, directors and affiliates
7 of MobileIron at all relevant times, members of the Individual Defendants' immediate families and their
8 legal representatives, heirs, successors or assigns, and any entity in which Defendants have or had a
9 controlling interest. Also excluded is any Person who validly requests exclusion from the Class.

10 If you are not sure if you are a Class Member, you can ask for free help. You can contact the
11 Claims Administrator at 1-866-684-3881 or Rick Nelson, a representative of Lead Counsel at 1-800-
12 449-4900 or John T. Jasnoch, a representative of Lead Counsel at 1-800-332-2259. You can also fill
13 out and return the Proof of Claim enclosed with this Notice.

14 **WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?**

15 The Settlement, if approved, will result in the creation of a cash settlement fund of \$7,500,000
16 (the "Settlement Amount"). The Settlement Amount, plus accrued interest (the "Settlement Fund") and
17 minus the costs of this Notice and all costs associated with the administration of the Settlement, as well
18 as any attorneys' fees and expenses that may be approved by the Court (the "Net Settlement Fund"),
19 will be distributed to Class Members pursuant to the Plan of Allocation that is described in the next
20 section of this Notice.

21 Plaintiffs estimate that there are approximately 12,770,000 shares of MobileIron common stock
22 which may have been allegedly damaged. Plaintiffs estimate that the average recovery under the
23 Settlement is roughly \$0.58 per allegedly damaged share before notice and administration costs and the
24 attorneys' fee and expense award as determined by the Court. Should the Court award attorneys' fees
25 of 33% of the Settlement Fund (or \$2,475,000), Plaintiffs' Counsel's expenses of up to \$150,000, and
26 the estimated cost of notice and administration of the Settlement of \$300,000, the average per share
27 recovery would be approximately \$0.35. These are just estimates; a Class Member's actual recovery
28 will be a proportion of the Net Settlement Fund determined by that claimant's recognized claim as
compared to the total recognized claims submitted. An individual Class Member may receive more or
less than this average amount depending on the number of claims submitted, when a Class Member
purchased MobileIron common stock, the purchase price paid, and whether those shares were held or
sold, and, if sold, when they were sold and the amount received. *See* Plan of Allocation below for more
information on your recognized claim.

29 **WHAT IS THE PROPOSED PLAN OF ALLOCATION?**

30 Your share of the Net Settlement Fund will depend on the number of valid Proofs of Claim that
31 Class Members send in, how many shares of MobileIron common stock you purchased during the
32 relevant period and when you bought and sold them.

33 For purposes of determining the amount an Authorized Claimant may recover under the Plan of
34 Allocation, Lead Counsel conferred with their damages consultant in developing the Plan of Allocation.

35 In the unlikely event there are sufficient funds in the Net Settlement Fund, each Authorized
36 Claimant will receive an amount equal to the Authorized Claimant's claim, as defined below. If,
37 however, as is more likely, the amount in the Net Settlement Fund is not sufficient to permit payment of
38 the total claim of each Authorized Claimant, then each Authorized Claimant shall be paid the
percentage of the Net Settlement Fund that each Authorized Claimant's claim bears to the total of the

1 claims of all Authorized Claimants. Payment in this manner shall be deemed conclusive against all
2 Authorized Claimants.

3 The calculation of claims below is not an estimate of the amount you will receive. It is a
4 formula for allocating the Net Settlement Fund among all Authorized Claimants. A claim will be
5 calculated as follows:

6 **Claims for the June 12, 2014 IPO**

7 Public Offering Price: \$9.00 per share
8 Closing price on the date the lawsuit was filed²: \$5.54 per share

9 For shares of MobileIron common stock purchased pursuant and/or traceable to the Company's
10 June 12, 2014 IPO, and

- 11 (1) sold on or before August 4, 2015, the claim per share is the lessor of (i) the Purchase
12 Price less the Sales Price, or (ii) \$9.00 less the Sales Price;
- 13 (2) retained at the close of trading on August 4, 2015, or, sold on or after August 5, 2015,
14 the claim per share is the lessor of (i) \$9.00 less \$5.54, or (ii) the Purchase Price less the
15 Sales Price.

16 In the event a Class Member has more than one purchase or sale of MobileIron common stock,
17 all purchases and sales shall be matched on a First-In, First-Out ("FIFO") basis for purposes of
18 calculating a claim. Under the FIFO method, sales will be matched first against any holdings at the
19 beginning of the eligibility period, and then in chronological order against MobileIron common stock
20 purchased during the eligibility period.

21 A purchase or sale of MobileIron common stock shall be deemed to have occurred on the
22 "contract" or "trade" date as opposed to the "settlement" or "payment" date. All purchase and sale
23 prices shall exclude any fees and commissions. The receipt or grant by gift, devise or operation of law
24 of MobileIron common stock during the eligibility period shall not be deemed a purchase or sale of
25 MobileIron common stock for the calculation of a claimant's recognized claim nor shall it be deemed an
26 assignment of any claim relating to the purchase of such shares unless specifically provided in the
27 instrument of gift or assignment. The receipt of MobileIron common stock during the eligibility period
28 in exchange for securities of any other corporation or entity shall not be deemed a purchase or sale of
29 MobileIron common stock.

30 Payment according to the Plan of Allocation will be deemed conclusive against all Authorized
31 Claimants. No Person shall have any claim against Plaintiffs, Plaintiffs' Counsel, any claims
32 administrator, any other Person designated by Plaintiffs' Counsel, Defendants, Defendants' Related
33 Persons, or counsel to Defendants or their Related Persons based on distributions made substantially in
34 accordance with the Stipulation, the Plan of Allocation, or further orders of the Court.

35 Covering purchases during the eligibility period for shares originally sold short will be excluded
36 from the calculation of an Authorized Claimant's recognized claim. In the event that there is a short
37 position in MobileIron common stock, the date of covering a "short sale" is deemed to be the date of
38 purchase of the stock. The date of a "short sale" is deemed to be the date of sale of the stock. The
39 earliest eligibility period purchases shall be matched against such short position, and not be entitled to a
40 recovery, until that short position is fully covered.

41 ² The first complaint was filed on August 5, 2015.

1 With respect to MobileIron common stock purchased through the exercise of an option, the
2 purchase date of the common stock is the exercise date of the option and the purchase price of the stock
3 is the exercise price of the option. Any recognized claim arising from purchases of MobileIron
4 common stock acquired during the eligibility period through the exercise of an option on MobileIron
5 common stock shall be computed as provided for other purchases of MobileIron common stock in the
6 Plan of Allocation.

7 The total of all profits shall be subtracted from the total of all losses from transactions during the
8 eligibility period to determine if a Class Member has a recognized claim. Only if a Class Member had a
9 net market loss, after all profits from transactions in MobileIron common stock during the eligibility
10 period are subtracted from all losses, will such Class Member be eligible to receive a distribution from
11 the Net Settlement Fund. Shares held as of the beginning of the eligibility period will be excluded for
12 purposes of calculating a market gain or loss.

13 If an Authorized Claimant has an overall market gain, the recognized claim for that Authorized
14 Claimant will be zero. If an Authorized Claimant has an overall market loss, that Authorized
15 Claimant's recognized claim will be limited to the amount of total market loss. The Claims
16 Administrator shall allocate to each Authorized Claimant a *pro rata* share of the Net Settlement Fund
17 based on his, her, or its recognized claim as compared to the total recognized claims of all Authorized
18 Claimants. No distribution shall be made to Authorized Claimants who would otherwise receive a
19 distribution of less than \$10.00.

20 Class Members who do not submit acceptable Proofs of Claim will not share in the Settlement
21 proceeds. The Settlement and the Final Judgment dismissing this Litigation will nevertheless bind
22 Class Members who do not submit a request for exclusion and/or submit an acceptable Proof of Claim.

23 Please contact the Claims Administrator or Lead Counsel if you disagree with any
24 determinations made by the Claims Administrator regarding your Proof of Claim. If you are unsatisfied
25 with the determinations, you may ask the Court, which retains jurisdiction over all Class Members and
26 the claims administration process, to decide the issue by submitting a written request.

27 Defendants, their respective counsel, and all other Related Persons will have no responsibility or
28 liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement
Fund, the Plan of Allocation, or the payment of any claim. Plaintiffs and Plaintiffs' Counsel, likewise,
will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

Distributions will be made to Authorized Claimants after all claims have been processed and
after the Court has finally approved the Settlement. If any funds remain in the Net Settlement Fund by
reason of un-cashed distribution checks or otherwise, then, after the Claims Administrator has made
reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution
of the Net Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund
after at least six (6) months after the initial distribution of such funds shall be used: (a) first, to pay any
valid claims which were submitted after the initial distribution of the Net Settlement Fund; (b) second,
to pay additional settlement administration fees, costs, and expenses, including those of Plaintiffs'
Counsel as may be approved by the Court; and (c) to make a second distribution to claimants who
cashed their checks from the initial distribution and who would receive at least \$10.00, after payment of
the estimated costs, expenses, or fees to be incurred in administering the Net Settlement Fund and in
making this second distribution, if such second distribution is economically feasible. These
redistributions shall be repeated, if economically feasible, until the balance remaining in the Net
Settlement Fund is *de minimis* and such remaining balance shall then be distributed to Bay Area Legal
Aid.

1 **MUST I CONTACT PLAINTIFFS' COUNSEL IN ORDER TO PARTICIPATE IN**
2 **DISTRIBUTION OF THE SETTLEMENT FUND?**

3 No. If you have received this Notice and timely submit your Proof of Claim to the address
4 designated on the Proof of Claim form accompanying this Notice, you need not contact Plaintiffs'
5 Counsel. If you did not receive this Notice by mail but believe you should have, or if your address
6 changes, please contact the Claims Administrator at:

7 *MobileIron Shareholder Litigation Settlement*
8 Claims Administrator
9 c/o Gilardi & Co. LLC
10 P.O. Box 404006
11 Louisville, KY 40233-4006
12 Phone: 1-866-684-3881
13 www.mobileironshareholdersettlement.com

14 **THERE WILL BE NO PAYMENTS IF THE STIPULATION IS TERMINATED**

15 The Stipulation may be terminated under several circumstances outlined in it. If the Stipulation
16 is terminated, the Litigation will proceed as if the Stipulation had not been entered into.

17 **WHAT ARE THE REASONS FOR SETTLEMENT?**

18 The Court has not reached any decisions regarding the merits of the claims or defenses asserted
19 in the Litigation. Instead, Plaintiffs and Defendants have agreed to this Settlement, which was reached
20 with the substantial assistance of the Hon. Layn R. Phillips (Ret.), a highly experienced mediator of
21 complex class actions. In reaching the Settlement, the Settling Parties have avoided the cost, delay, and
22 uncertainty of further litigation.

23 As in any litigation, Plaintiffs and the Class would face an uncertain outcome if they did not
24 agree to the Settlement. The Settling Parties expected that the case could continue for a lengthy period
25 of time. Continuation of the case against Defendants could result in a judgment greater than this
26 Settlement. Conversely, continuing the case could result in no recovery at all or a recovery that is less
27 than the amount of the Settlement.

28 Plaintiffs and Plaintiffs' Counsel believe that this Settlement is fair and reasonable to the
Members of the Class. They have reached this conclusion for several reasons. Specifically, if the
Settlement is approved, the Class will receive a significant monetary recovery. Additionally, Plaintiffs'
Counsel believe that the significant and immediate benefits of the Settlement, when weighed against the
significant risk, delay and uncertainty of continued litigation, are an excellent result for the Class.

WHO REPRESENTS THE CLASS?

The law firms of Robbins Geller Rudman & Dowd LLP, Scott+Scott, Attorneys at Law, LLP,
Robbins Arroyo LLP and Johnson & Weaver, LLP represent you and other Class Members. These
lawyers are called Plaintiffs' Counsel. These lawyers will apply to the Court for payment of attorneys'
fees and expenses from the Settlement Fund; you will not be otherwise charged for their work. If you
want to be represented by your own lawyer, you may hire one at your own expense.

HOW WILL THE PLAINTIFFS' LAWYERS BE PAID?

Plaintiffs' Counsel will file a motion for an award of attorneys' fees and expenses that will be
considered at the Settlement Fairness Hearing. Plaintiffs' Counsel will apply for an award not to

1 exceed 33% of the Settlement Fund, plus payment of expenses incurred in connection with the
2 Litigation in an amount not to exceed \$150,000. In addition, each of the Plaintiffs may seek payment of
3 up to \$1,000 for their time and expenses incurred in representing the Class. Such sums as may be
4 approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable
5 for any such fees or expenses.

6 The attorneys' fees and expenses requested will be the only payment to Plaintiffs' Counsel for
7 their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly
8 contingent basis. Plaintiffs' Counsel have committed significant time and expenses in litigating this
9 case for the benefit of the Class. To date, Plaintiffs' Counsel have not been paid for their services in
10 conducting this Litigation on behalf of the Plaintiffs and the Class, or for their expenses. The fees
11 requested will compensate Plaintiffs' Counsel for their work in achieving the Settlement. The Court
12 will decide what constitutes a reasonable fee award and may award less than the amount requested by
13 Plaintiffs' Counsel.

14 **CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?**

15 If you want to keep the right to sue or continue to sue Defendants on your own about the legal
16 issues in this case, then you must take steps to get out of the Class. This is called excluding yourself
17 from, or "opting out" of, the Class.

18 To exclude yourself from the Class, you must send a letter by mail saying that you want to be
19 excluded from the Class in the following action: *In re MobileIron, Inc. Shareholder Litigation*, Lead
20 Case No. 1-15-cv-284001. Be sure to include your name, address, e-mail address, telephone number,
21 and sign the letter. You should also include the number of shares of MobileIron common stock you
22 purchased that are subject to the Litigation. Your exclusion request must be **postmarked no later than**
23 _____, **2017** and sent to the Claims Administrator at:

24 *MobileIron Shareholder Litigation Settlement*
25 EXCLUSIONS
26 Claims Administrator
27 c/o Gilardi & Co. LLC
28 3301 Kerner Blvd.
San Rafael, CA 94901

19 You cannot exclude yourself by phone or by e-mail. If you make a proper request for exclusion,
20 you will not receive a Settlement payment, and you cannot object to the Settlement. If you make a
21 proper request for exclusion, you will not be legally bound by anything that happens in this lawsuit. If
22 you wish to be excluded from the Class, submit a request for exclusion only and do not submit an
23 objection to the Settlement. If you do submit both a request for exclusion and an objection to the
24 Settlement, your objection will be disregarded.

25 **CAN I OBJECT TO THE SETTLEMENT, THE PLAN OF ALLOCATION, THE REQUESTED** 26 **ATTORNEYS' FEES AND EXPENSES AND/OR PAYMENT TO PLAINTIFFS?**

27 Yes. If you are a Class Member, you may object to the terms of the Settlement. Whether or not
28 you object to the terms of the Settlement, you may also object to the requested attorneys' fees, costs and
expenses, payment to Plaintiffs for their time and expenses, and/or the Plan of Allocation. You may
object by filing a written statement, accompanied by proof of Class membership, with the Court, and
sending copies to Lead Counsel **postmarked by** _____, **2017**. The Court's address is: Superior Court
of Santa Clara, 191 North First Street, San Jose, CA 95113, and Lead Counsel's addresses are: Robbins
Geller Rudman & Dowd LLP, c/o Ellen Gusikoff Stewart, 655 West Broadway, Suite 1900, San Diego,
CA 92101, and Scott+Scott, Attorneys at Law, LLP, c/o John T. Jasnoch, 707 Broadway, Suite 1000,

1 San Diego, CA 92101. However, it is not necessary for you to file a written objection if you wish to be
2 heard at the Settlement Fairness Hearing. A Class Member who **does not** file a written objection may
appear and object at the Settlement Fairness Hearing.

3 **WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF**
4 **FROM THE SETTLEMENT?**

5 Objecting is telling the Court that you do not like something about the proposed Settlement, the
6 Plan of Allocation, Plaintiffs' Counsel's request for an award of attorneys' fees and expenses, or
7 payment to Plaintiffs for their time and expenses. You can object **only** if you stay in the Class.
Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude
yourself, you have no basis to object because the case no longer applies to you.

8 **HOW CAN I GET A PAYMENT?**

9 In order to qualify for a payment, you must timely submit a Proof of Claim. A Proof of Claim is
10 enclosed with this Notice or it may be downloaded at www.mobileironshareholdersettlement.com.
11 Read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for,
12 sign it, and mail or submit it online so that it is **postmarked (if mailed) or received (if filed**
13 **electronically) no later than _____, 2017**. The Proof of Claim may be submitted online at
www.mobileironshareholdersettlement.com. If you do not submit a valid Proof of Claim, you will not
receive a payment from the Net Settlement Fund; however, unless you expressly exclude yourself from
the Class as described above, you will still be bound in all other respects by the Settlement, the
Judgment, and the releases contained in them.

14 **WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?**

15 Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue,
16 continue to sue, or be part of any other lawsuit against the Defendants relating to the same issues
17 asserted in this case or to issues that could have been asserted in this case. It also means that all of the
18 Court's orders will apply to you and legally bind you and you will release your Released Claims in this
19 case against Defendants and their Related Persons. "Released Claims" is defined in the Stipulation and
20 generally means any and all claims, debts, demands, rights, causes of action or liabilities whatsoever
21 (including "Unknown Claims" as defined in the Stipulation) against any of the Released Parties,
22 whether arising under federal, state, local, statutory, common or foreign law, or any other law, rule or
23 regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in
equity, matured or unmatured, whether class or individual in nature, that Plaintiffs, any other Member
of the Class, or their successors, assigns, executors, administrators, representatives, attorneys, and
agents, in their capacities as such, (i) asserted in the Litigation, or (ii) could have been asserted in any
forum that arise out of, relate to, or are based upon both: (A) the allegations, transactions, facts, acts,
occurrences, statements, representations or omissions which were or could have been alleged in the
Litigation, and (B) the purchase, acquisition, sale or holding of MobileIron common stock pursuant or
traceable to MobileIron's June 12, 2014 initial public offering. "Released Claims" further includes any
and all claims arising out of, based upon or related to the Settlement or resolution of the Litigation,
except for any alleged breaches of the Stipulation.

24 "Related Persons" means for each of Defendants, the IPO Underwriters, Storm Venture
25 Associates III, L.L.C. and NVP Associates, LLC, their past, present or future parents, subsidiaries,
26 affiliates, divisions and joint ventures, and their respective present or former directors, officers,
27 employees, partners, members, principals, underwriters, insurers, co-insurers, reinsurers, controlling
shareholders, attorneys, accountants or auditors, advisors, consultants, banks or investment bankers, and
each of their personal or legal representatives, predecessors, successors, assigns, spouses, heirs, related
or affiliated entities, any entity in which a Defendant, IPO Underwriter, Storm Venture Associates III,
28

1 L.L.C., or NVP Associates, LLC has a controlling interest, estates, executors, trusts, trustees,
2 administrators, and assigns of each of them, in their capacity as such.

3 **THE SETTLEMENT FAIRNESS HEARING**

4 The Court will hold a Settlement Fairness Hearing on _____, 2017, at _____, before the
5 Honorable Thomas E. Kuhnle at the Superior Court of California, County of Santa Clara, 191 North
6 First Street, San Jose, CA 95113, for the purpose of determining whether: (1) the Settlement of the
7 Litigation for \$7,500,000 in cash should be approved by the Court as fair, reasonable, and adequate; (2)
8 to award Plaintiffs' Counsel attorneys' fees and expenses out of the Settlement Fund; (3) to pay
9 Plaintiffs for their time and expenses incurred in representing the Class; and (4) the Plan of Allocation
10 should be approved by the Court. The Court may adjourn or continue the Settlement Fairness Hearing
11 without further notice to Members of the Class. If you want to attend the hearing, you should check
12 with Plaintiffs' Counsel or the website beforehand to be sure that the date and/or time have not changed.

13 **HOW DO I OBTAIN ADDITIONAL INFORMATION?**

14 This Notice contains only a summary of the terms of the proposed Settlement. The records in
15 this Litigation may be examined and copied at any time during regular office hours, and subject to
16 customary copying fees, at the Clerk of the Superior Court of California, County of Santa Clara. In
17 addition, all of the Settlement documents, including the Stipulation, this Notice, the Proof of Claim, and
18 proposed Judgment may be obtained by contacting the Claims Administrator at:

19 *MobileIron Shareholder Litigation Settlement*
20 Claims Administrator
21 c/o Gilardi & Co. LLC
22 P.O. Box 404006
23 Louisville, KY 40233-4006
24 Phone: 1-866-684-3881
25 www.mobileironshareholdersettlement.com
26 info@mobileironshareholdersettlement.com

27 In addition, you may contact Rick Nelson, Shareholder Relations, Robbins Geller Rudman &
28 Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900 or Scott+Scott,
Attorneys at Law, LLP, John T. Jasnoch, 707 Broadway, Suite 1000, San Diego, CA 92101, 1-800-332-
2259, if you have any questions about the Litigation or the Settlement or want to obtain Settlement
documents.

29 **DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION**

30 **SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES**

31 If you hold any MobileIron common stock purchased pursuant and/or traceable to MobileIron's
32 June 12, 2014 IPO, as a nominee for a beneficial owner, then, within ten (10) days after you receive this
33 Notice, you must either: (1) send a copy of this Notice by First-Class Mail to all such Persons; or (2)
34 provide a list of the names and addresses of such Persons to the Claims Administrator:
35
36
37
38

1 *MobileIron Shareholder Litigation Settlement*
2 Claims Administrator
3 c/o Gilardi & Co. LLC
4 P.O. Box 404006
Louisville, KY 40233-4006
info@mobileironshareholdersettlement.com

5 If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims
6 Administrator (without cost to you) as many additional copies of these documents as you will need to
complete the mailing.

7 Regardless of whether you choose to complete the mailing yourself or elect to have the mailing
8 performed for you, you may obtain reimbursement for or advancement of reasonable administrative
9 costs actually incurred or expected to be incurred in connection with forwarding the Notice and which
would not have been incurred but for the obligation to forward the Notice, upon submission of
appropriate documentation to the Claims Administrator.

10 DATED: _____, 2017

BY ORDER OF THE SUPERIOR COURT OF
CALIFORNIA, COUNTY OF SANTA CLARA
HONORABLE THOMAS E. KUHNLE

EXHIBIT A-2

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 SHAWN A. WILLIAMS (213113)
DAVID W. HALL (274921)
3 Post Montgomery Center
One Montgomery Street, Suite 1800
4 San Francisco, CA 94104
Telephone: 415/288-4545
5 415/288-4534 (fax)

- and
6 ELLEN GUSIKOFF STEWART (144892)
JAMES I. JACONETTE (179565)
7 655 West Broadway, Suite 1900
San Diego, CA 92101-8498
8 Telephone: 619/231-1058
619/231-7423 (fax)

9 SCOTT+SCOTT, ATTORNEYS AT LAW, LLP
10 JOHN T. JASNOCH (281605)
707 Broadway, Suite 1000
11 San Diego, CA 92101
Telephone: 619/233-4565
12 619/233-0508 (fax)

13 Lead Counsel for Plaintiffs
14

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 COUNTY OF SANTA CLARA

17 In re MOBILEIRON, INC. SHAREHOLDER) Lead Case No. 1-15-cv-284001
LITIGATION)
18 _____) CLASS ACTION
19 This Document Relates To:) PROOF OF CLAIM AND RELEASE
20 ALL ACTIONS.) EXHIBIT A-2
_____)

21 Assigned to: The Honorable Thomas E. Kuhnle
22 Dept. 5
Date Action Filed: 08/05/15
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1 **I. GENERAL INSTRUCTIONS**

2 1. To recover as a Member of the Class based on your claims in the action entitled *In re*
3 *MobileIron, Inc. Shareholder Litigation*, Lead Case No. 1:15-cv-284001 (the “Litigation”), you must
4 complete and, on page ___ hereof, sign this Proof of Claim and Release (“Proof of Claim”). If you fail
5 to file a properly addressed (as set forth in paragraph 3 below) Proof of Claim, your claim may be
6 rejected and you may be precluded from any recovery from the Net Settlement Fund created in
7 connection with the proposed Settlement of the Litigation.

8 2. Submission of this Proof of Claim, however, does not assure that you will share in the
9 proceeds of the Settlement of the Litigation.

10 3. **YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED**
11 **PROOF OF CLAIM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED**
12 **HEREIN, ON OR BEFORE _____, 2017, ADDRESSED AS FOLLOWS:**

13 *MobileIron Shareholder Litigation Settlement*
14 Claims Administrator
15 c/o Gilardi & Co. LLC
16 P.O. Box 404006
Louisville, KY 40233-4006
Online Submissions: www.mobileironshareholdersettlement.com

17 If you are NOT a Member of the Class, as defined in the Notice of Proposed Settlement of Class Action
18 (the “Notice”), DO NOT submit a Proof of Claim.

19 4. If you are a Member of the Class and you do not timely request exclusion in connection
20 with the proposed Settlement, you will be bound by the terms of any judgment entered in the Litigation,
21 including the releases provided therein, **WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.**

22 **II. CLAIMANT IDENTIFICATION**

23 If you purchased MobileIron, Inc. (“MobileIron” or the “Company”) common stock pursuant
24 and/or traceable to the Registration Statement and Prospectus for MobileIron’s June 12, 2014 initial
25 public offering, use Part I of this form entitled “Claimant Identification” to list the claimant name,
26 mailing address, and account information if relevant (such as for a claim submitted on behalf of an IRA,
27 Trust, or estate account). Please list the most current claimant or account name as you would like the
28

1 information to appear on the check, if eligible for payment. Please also provide a telephone number
2 and/or e-mail address, as the Claims Administrator may need to contact you with questions about the
3 claim submitted. If your Claimant Identification information changes, please notify the Claims
4 Administrator in writing at the address above.

5 If you are acting in a representative capacity on behalf of a Class Member (for example, as an
6 executor, administrator, trustee, or other representative), you must submit evidence of your current
7 authority to act on behalf of that Class Member. Such evidence would include, for example, letters
8 testamentary, letters of administration, or a copy of the trust documents or other documents which
9 provide you with the authority to submit the claim. Please also indicate your representative capacity
10 under your signature on page __ of this Proof of Claim.

11 NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of
12 transactions may request to, or may be requested to, submit information regarding their transactions in
13 electronic files. If you have a large number of transactions and wish to file your claim electronically,
14 you must contact the Claims Administrator at edata@gilardi.com to obtain the required file layout.

15 **III. CLAIM FORM**

16 Use Part II of this form entitled "Schedule of Transactions in MobileIron Common Stock" to
17 supply all required details of your transaction(s) in MobileIron common stock. If you need more space
18 or additional schedules, attach separate sheets giving all of the required information in substantially the
19 same form. Sign and print or type your name on each additional sheet.

20 On the schedules, provide all of the requested information with respect to *all* of your purchases
21 and *all* of your sales of MobileIron common stock between June 12, 2014 and August 4, 2015,
22 inclusive, which took place pursuant to and/or traceable to MobileIron's June 12, 2014 initial public
23 offering, whether such transactions resulted in a profit or a loss. You must also provide all of the
24 requested information with respect to *all* of the shares of MobileIron common stock you held at the
25 close of trading on June 11, 2014 and at the close of trading on August 4, 2015. Failure to report all
26 such transactions may result in the rejection of your claim.
27
28

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

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

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

In re MobileIron, Inc. Shareholder Litigation,

Lead Case No. 1:15-cv-284001

PROOF OF CLAIM AND RELEASE

Must Be Postmarked (if Mailed) or Received (if Submitted Online) No Later Than:

_____, 2017

Please Type or Print

PART I: CLAIMANT IDENTIFICATION

Owner's Name (First, Middle, Last)

Street Address

City

State or Province

Zip Code or Postal Code

Country

Social Security Number or
Taxpayer Identification Number

Individual
Corporation/Other

Area Code

Telephone Number (work)

Area Code

Telephone Number (home)

E-Mail Address

1 PART II: SCHEDULE OF TRANSACTIONS IN MOBILEIRON COMMON STOCK

2 A. Number of shares of MobileIron common stock held at the close of trading on June 11,
3 2014: _____

4 B. Purchases of MobileIron common stock between June 12, 2014 and August 4, 2015,
5 inclusive:

Trade Date Mo. Day Year	Number of Shares Purchased	Total Purchase Price
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____

6 C. Sales of MobileIron common stock between June 12, 2014 and August 4, 2015,
7 inclusive:

Trade Date Mo. Day Year	Number of Shares Sold	Total Sales Price
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____

8 D. Number of shares of MobileIron common stock held at the close of trading on August 4,
9 2015: _____.

10 If you require additional space, attach extra schedules in the same format as above. Sign and
11 print your name on each additional page.

12 **YOUR SIGNATURE ON PAGE ___ WILL CONSTITUTE YOUR**
13 **ACKNOWLEDGMENT OF THE RELEASE.**

14 **IV. SUBMISSION TO JURISDICTION OF COURT AND**
15 **ACKNOWLEDGMENTS**

16 I (We) submit this Proof of Claim under the terms of the Stipulation described in the Notice. I
17 (We) also submit to the jurisdiction of the Superior Court of the State of California, County of Santa
18 Clara with respect to my (our) claim as a Class Member and for purposes of enforcing the release set
19 forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any
20 judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the
21

1 Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other
2 claim in connection with the purchase or sale of MobileIron common stock and know of no other
3 person having done so on my (our) behalf.

4 **V. RELEASE**

5 1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully,
6 finally, and forever settle, release, and discharge from the Released Claims each and all of the Released
7 Parties as provided in the Stipulation.

8 2. "Related Persons" means for each of Defendants, the IPO Underwriters, Storm Venture
9 Associates III, L.L.C. and NVP Associates, LLC, their past, present or future parents, subsidiaries,
10 affiliates, divisions and joint ventures, and their respective present or former directors, officers,
11 employees, partners, members, principals, underwriters, insurers, co-insurers, reinsurers, controlling
12 shareholders, attorneys, accountants or auditors, advisors, consultants, banks or investment bankers, and
13 each of their personal or legal representatives, predecessors, successors, assigns, spouses, heirs, related
14 or affiliated entities, any entity in which a Defendant, IPO Underwriter, Storm Venture Associates III,
15 L.L.C., or NVP Associates, LLC has a controlling interest, estates, executors, trusts, trustees,
16 administrators, and assigns of each of them, in their capacity as such.

17 3. "Released Claims" shall collectively mean any and all claims, debts, demands, rights,
18 causes of action or liabilities whatsoever (including "Unknown Claims" as defined in the Stipulation)
19 against any of the Released Parties, whether arising under federal, state, local, statutory, common or
20 foreign law, or any other law, rule or regulation, whether fixed or contingent, accrued or unaccrued,
21 liquidated or unliquidated, at law or in equity, matured or unmatured, whether class or individual in
22 nature, that Plaintiffs, any other Member of the Class, or their successors, assigns, executors,
23 administrators, representatives, attorneys, and agents, in their capacities as such, (i) asserted in the
24 Litigation, or (ii) could have been asserted in any forum that arise out of, relate to, or are based upon
25 both: (A) the allegations, transactions, facts, acts, occurrences, statements, representations or omissions
26 which were or could have been alleged in the Litigation, and (B) the purchase, acquisition, sale or
27 holding of MobileIron common stock pursuant or traceable to MobileIron's June 12, 2014 initial public
28

1 offering. "Released Claims" further includes any and all claims arising out of, based upon or related to
2 the Settlement or resolution of the Litigation, except for any alleged breaches of the Stipulation.

3 4. "Released Parties" means each and all of the Defendants and their Related Persons.

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

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

9 7. I (We) hereby warrant and represent that I (we) have included information about all of
10 my (our) purchases and sales of MobileIron common stock between June 12, 2014 and August 4, 2015,
11 inclusive, and the number of shares of MobileIron common stock held by me (us) at the close of trading
12 on June 11, 2014 and on August 4, 2015.

13 I declare under penalty of perjury under the laws of the State of California that the foregoing is
14 true and correct.

15 Executed this _____ day of _____
16 (Month/Year)

17 _____
18 (Sign your name here)

19 _____
20 (Type or print your name here)

21 _____
22 (Capacity of person(s) signing,
23 e.g., Beneficial Purchaser, Executor or Administrator)

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

27 **Reminder Checklist:**

- 28
1. Please sign the above release and declaration.
 2. Remember to attach copies of supporting documentation, if available.
 3. **Do not send** originals of certificates.
 4. Keep a copy of your Proof of Claim and all supporting documentation for your records.

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- 5. If you desire an acknowledgment of receipt of your Proof of Claim, please send it Certified Mail, Return Receipt Requested.
- 6. If you move, please send your new address to the address below.

THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE OR IF MAILED POSTMARKED NO LATER THAN _____, 2017, ADDRESSED AS FOLLOWS:

MobileIron Shareholder Litigation Settlement
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 404006
Louisville, KY 40233-4006
www.mobileironshareholdersettlement.com

EXHIBIT A-3

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 SHAWN A. WILLIAMS (213113)
DAVID W. HALL (274921)
3 Post Montgomery Center
One Montgomery Street, Suite 1800
4 San Francisco, CA 94104
Telephone: 415/288-4545
5 415/288-4534 (fax)

- and
6 ELLEN GUSIKOFF STEWART (144892)
JAMES I. JACONETTE (179565)
7 655 West Broadway, Suite 1900
San Diego, CA 92101-8498
8 Telephone: 619/231-1058
619/231-7423 (fax)

9 SCOTT+SCOTT, ATTORNEYS AT LAW, LLP
10 JOHN T. JASNOCH (281605)
707 Broadway, Suite 1000
11 San Diego, CA 92101
Telephone: 619/233-4565
12 619/233-0508 (fax)

13 Lead Counsel for Plaintiffs
14

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 COUNTY OF SANTA CLARA

17 In re MOBILEIRON, INC. SHAREHOLDER) Lead Case No. 1-15-cv-284001
LITIGATION)

18) CLASS ACTION

19 This Document Relates To:) SUMMARY NOTICE OF PROPOSED
SETTLEMENT OF CLASS ACTION

20 ALL ACTIONS.)
21) EXHIBIT A-3

22 Assigned to: The Honorable Thomas E. Kuhnle
Dept. 5
23 Date Action Filed: 08/05/15
24
25
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1 **TO: ALL PERSONS OR ENTITIES (“PERSONS”) THAT PURCHASED MOBILEIRON,**
2 **INC. (“MOBILEIRON” OR THE “COMPANY”) COMMON STOCK PURSUANT**
3 **AND/OR TRACEABLE TO THE REGISTRATION STATEMENT AND PROSPECTUS**
4 **FOR THE COMPANY’S JUNE 12, 2014 INITIAL PUBLIC OFFERING (THE**
5 **“CLASS”)**

6 **THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER**
7 **SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.**

8 YOU ARE HEREBY NOTIFIED that a hearing will be held on _____, 2017, at _____,
9 before the Honorable Thomas E. Kuhnle at the Superior Court of California, County of Santa Clara, 191
10 North First Street, San Jose, CA 95113, to determine whether: (1) the proposed Settlement as set forth
11 in the Stipulation of Settlement dated May 23, 2017 (“Stipulation”) of the above-captioned action
12 (“Litigation”) for \$7,500,000 in cash should be approved by the Court as fair, reasonable, and adequate;
13 (2) the Plan of Allocation should be approved by the Court as fair, reasonable, and adequate; (3) to
14 award Plaintiffs’ Counsel attorneys’ fees and expenses out of the Settlement Fund (as defined in the
15 Notice of Proposed Settlement of Class Action (“Notice”), which is discussed below); and (4) to pay
16 Plaintiffs for their time and expenses incurred in representing the Class, out of the Settlement Fund.

17 This Litigation is a securities class action brought on behalf of those Persons who purchased the
18 common stock of MobileIron pursuant and/or traceable to the Registration Statement and Prospectus
19 (“Registration Statement”) issued in connection with MobileIron’s June 12, 2014 initial public offering
20 (the “IPO”) against MobileIron and certain of its executives for allegedly misstating and omitting
21 material facts from the Registration Statement filed with the U.S. Securities and Exchange Commission
22 (“SEC”) in connection with the IPO. Defendants deny all of Plaintiffs’ allegations.

23 IF YOU PURCHASED MOBILEIRON PURSUANT AND/OR TRACEABLE TO THE
24 REGISTRATION STATEMENT FILED WITH THE SEC IN CONNECTION WITH THE
25 COMPANY’S JUNE 12, 2014 IPO, YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT
26 OF THIS LITIGATION.

27 To share in the distribution of the Net Settlement Fund, you must establish your rights by
28 submitting a Proof of Claim and Release (“Proof of Claim”) by mail postmarked no later than
_____, 2017, at the Claims Administrator’s address, *MobileIron Shareholder Litigation
Settlement, c/o Gilardi & Co. LLC, P.O. Box 404006, Louisville, KY 40233-4006*, or submitted

1 electronically at www.mobileironshareholdersettlement.com no later than _____, 2017. Your
2 failure to submit your Proof of Claim by _____, 2017, will subject your claim to possible
3 rejection and may preclude you from receiving any of the recovery in connection with the Settlement of
4 this Litigation. If you are a Member of the Class and do not request exclusion, you will be bound by the
5 Settlement and any judgment and release entered in the Litigation, including, but not limited to, the
6 Judgment, whether or not you submit a Proof of Claim. Lead Counsel represent you and other
7 Members of the Class. If you want to be represented by your own lawyer, you may hire one at your
8 own expense.

9 If you have not received a copy of the Notice, which more completely describes the Settlement
10 and your rights thereunder (including your right to object to the Settlement or exclude yourself from the
11 Class), and a Proof of Claim, you may obtain these documents, as well as a copy of the Stipulation
12 (which, among other things, contains definitions for the defined terms used in this Summary Notice)
13 and other Settlement documents, online at www.mobileironshareholdersettlement.com, or by contacting
14 the Claims Administrator at:

15 *MobileIron Shareholder Litigation Settlement*
16 Claims Administrator
17 c/o Gilardi & Co. LLC
18 P.O. Box 404006
19 Louisville, KY 40233-4006
20 Phone: 1-866-684-3881
21 www.mobileironshareholdersettlement.com

22 Inquiries may also be made to a representative of Lead Counsel:

23 **ROBBINS GELLER RUDMAN & DOWD LLP**
24 Shareholder Relations
25 Rick Nelson
26 655 West Broadway, Suite 1900
27 San Diego, CA 92101
28 Phone: 1-800-449-4900

SCOTT+SCOTT, ATTORNEYS AT LAW, LLP
John T. Jasnoch
707 Broadway, Suite 1000
San Diego, CA 92101
Phone: 1-800-332-2259

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Inquiries should NOT be directed to Defendants, the Court, or the Clerk of the Court.

IF YOU DESIRE TO BE EXCLUDED FROM THE CLASS, YOU MUST SUBMIT A REQUEST FOR EXCLUSION SUCH THAT IT IS POSTMARKED NO LATER THAN _____, 2017, IN THE MANNER AND FORM EXPLAINED IN THE NOTICE. ALL MEMBERS OF THE CLASS WHO HAVE NOT REQUESTED EXCLUSION FROM THE CLASS WILL BE BOUND BY THE SETTLEMENT ENTERED IN THE LITIGATION EVEN IF THEY DO NOT FILE A TIMELY PROOF OF CLAIM.

IF YOU ARE A CLASS MEMBER, YOU HAVE THE RIGHT TO OBJECT TO THE SETTLEMENT, THE PLAN OF ALLOCATION, THE REQUEST BY PLAINTIFFS' COUNSEL FOR AN AWARD OF ATTORNEYS' FEES AND EXPENSES, AND/OR THE PAYMENT TO PLAINTIFFS FOR THEIR TIME AND EXPENSES. ANY WRITTEN OBJECTIONS MAY BE FILED WITH THE COURT AND COPIES SENT TO LEAD COUNSEL BY _____, 2017. HOWEVER, IT IS NOT NECESSARY TO FILE A WRITTEN OBJECTION IN ORDER TO APPEAR AT THE HEARING TO PRESENT YOUR OBJECTION TO THE COURT.

DATED: _____

BY ORDER OF THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA
HONORABLE THOMAS E. KUHNLE

EXHIBIT B

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 SHAWN A. WILLIAMS (213113)
DAVID W. HALL (274921)
3 Post Montgomery Center
One Montgomery Street, Suite 1800
4 San Francisco, CA 94104
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5 415/288-4534 (fax)

- and
6 ELLEN GUSIKOFF STEWART (144892)
JAMES I. JACONETTE (179565)
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San Diego, CA 92101-8498
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619/231-7423 (fax)

9 SCOTT+SCOTT, ATTORNEYS AT LAW, LLP
10 JOHN T. JASNOCH (281605)
707 Broadway, Suite 1000
11 San Diego, CA 92101
Telephone: 619/233-4565
12 619/233-0508 (fax)

13 Lead Counsel for Plaintiffs

14 [Additional counsel appear on signature page.]

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 COUNTY OF SANTA CLARA

17 In re MOBILEIRON, INC. SHAREHOLDER) Lead Case No. 1-15-cv-284001
LITIGATION)
18 _____) CLASS ACTION
19 This Document Relates To:)
ALL ACTIONS.) [PROPOSED] JUDGMENT AND ORDER
20 _____) GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT
21 EXHIBIT B

22 Assigned to: The Honorable Thomas E. Kuhnle
23 Dept. 5
Date Action Filed: 08/05/15

1 WHEREAS, the Court is advised that the Settling Parties, through their counsel, have agreed,
2 subject to Court approval following notice to the Class and a hearing, to settle this Litigation upon the
3 terms and conditions set forth in the Stipulation of Settlement dated May 23, 2017 (the “Stipulation”),
4 which was filed with the Court;¹ and

5 WHEREAS, on _____, 2017, the Court entered its Order Preliminarily Approving
6 Settlement and Providing for Notice, which preliminarily approved the Settlement, and approved the
7 form and manner of notice to the Class of the Settlement; and

8 WHEREAS, said notice has been made to the Class and the fairness hearing has been held
9 pursuant to the terms of the Order Preliminarily Approving Settlement and Providing for Notice; and

10 NOW, THEREFORE, based upon the Stipulation and all of the filings, records and proceedings
11 herein, and it appearing to the Court upon examination that the Settlement set forth in the Stipulation is
12 fair, reasonable and adequate, and upon a Settlement Fairness Hearing having been held after notice to
13 the Class of the Settlement to determine if the Settlement is fair, reasonable, and adequate and whether
14 the Judgment should be entered in this Litigation;

15 **THE COURT HEREBY FINDS AND CONCLUDES THAT:**

16 A. The provisions of the Stipulation, including definitions of the terms used therein, are
17 hereby incorporated by reference as though fully set forth herein.

18 B. This Court has jurisdiction of the subject matter of this Litigation and over all of the
19 Settling Parties and all Members of the Class.

20 C. Pursuant to §382 of the California Code of Civil Procedure, the Court hereby certifies,
21 for settlement purposes only, a Class defined as all persons or entities who purchased MobileIron
22 common stock pursuant and/or traceable to the Registration Statement issued in connection with the
23 Company’s June 12, 2014 initial public offering. Excluded from the Class are Defendants, the officers,
24 directors and affiliates of the Company at all relevant times, members of the Individual Defendants’
25 immediate families, and their legal representatives, heirs, successors or assigns and any entity in which
26

27 _____
28 ¹ All defined terms shall have the same meaning as set forth in the Stipulation.

1 Defendants have or had a controlling interest. Also excluded is any Person who validly requested
2 exclusion from the Class (*see* Exhibit A hereto).

3 D. With respect to the Class, this Court finds and concludes that: (a) the Members of the
4 Class are so numerous that joinder of all Class Members in the Litigation is impracticable; (b) there are
5 questions of law and fact common to the Class which predominate over any individual questions; (c) the
6 claims of the Plaintiffs are typical of the claims of the Class; (d) the Plaintiffs and their counsel have
7 fairly and adequately represented and protected the interests of all of the Class Members; and (e) a class
8 action is superior to other methods for the fair and efficient adjudication of the matter. Moreover, the
9 prosecution of separate actions by individual Members of the Class would create a risk of inconsistent
10 adjudications which would establish incompatible standards of conduct for Defendants, and, as a
11 practical matter, the disposition of this Litigation will influence the disposition of any pending or future
12 similar cases brought by other Members of the Class, and there were allegations that Defendants acted
13 or refused to act on grounds generally applicable to the Class.

14 E. The form, content, and method of dissemination of notice given to the Class was
15 adequate and reasonable and constituted the best notice practicable under the circumstances, including
16 individual notice to all Class Members who could be identified through reasonable effort.

17 F. Notice, as given, complied with the requirements of California law, satisfied the
18 requirements of due process, and constituted due and sufficient notice of the matters set forth herein.

19 G. The \$7,500,000 Settlement set forth in the Stipulation is fair, reasonable, and adequate.

20 (i) The Settlement was negotiated at arm's length by Plaintiffs on behalf of the Class
21 and by Defendants, all of whom were represented by highly experienced and skilled counsel. The case
22 settled only after: (a) mediation sessions conducted by an experienced mediator who was thoroughly
23 familiar with this Litigation; (b) the exchange of detailed mediation statements prior to the mediation
24 which highlighted the factual and legal issues in dispute; (c) Lead Counsel's extensive investigation,
25 which included, among other things, a review of MobileIron's press releases, U.S. Securities and
26 Exchange Commission filings, analyst reports, media reports and other publicly disclosed reports and
27 information about the Defendants; (d) the drafting and filing of detailed complaints; (e) litigating
28 Defendants' demurrer; and (f) the exchange and review of non-public documents. Accordingly, both

1 Plaintiffs and Defendants were well-positioned to evaluate the settlement value of this Litigation. The
2 Stipulation has been entered into in good faith and is not collusive.

3 (ii) If the Settlement had not been achieved, both Plaintiffs and Defendants faced the
4 expense, risk, and uncertainty of extended litigation. The Court takes no position on the merits of either
5 Plaintiffs' or Defendants' arguments, but notes these arguments as evidence in support of the
6 reasonableness of the Settlement.

7 H. Plaintiffs and Lead Counsel have fairly and adequately represented the interests of the
8 Class Members in connection with the Settlement.

9 I. Plaintiffs, all Class Members, and Defendants are hereby bound by the terms of the
10 Settlement set forth in the Stipulation.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Settlement on the terms set forth in the Stipulation is finally approved as fair,
13 reasonable, and adequate. The Settlement shall be consummated in accordance with the terms and
14 provisions of the Stipulation. The Settling Parties are to bear their own costs, except as otherwise
15 provided in the Stipulation.

16 2. All Released Parties are released in accordance with the Stipulation.

17 3. Upon the Effective Date, Plaintiffs and each Class Member shall be deemed to have, and
18 by operation of this Judgment shall have, to the fullest extent permitted by law, fully, finally, and
19 forever released, waived, relinquished and discharged, and shall be estopped from ever asserting or
20 reasserting, all Released Claims against the Released Parties, whether or not such Class Member
21 executes and delivers a Proof of Claim, and whether or not such Class Member shares in the Settlement
22 Fund.

23 4. Upon the Effective Date, each and every Class Member, on behalf of themselves and
24 their successors, assigns, executors, administrators, representatives, attorneys, any Person claiming
25 through or on behalf of them, and agents in their capacities as such, will be permanently and forever
26 barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or
27 other proceeding in any court of law or equity, arbitration tribunal, administrative forum, or any other
28 forum, asserting the Released Claims against any of the Released Parties, whether or not such Class

1 Member executes and delivers a Proof of Claim, and whether or not such Class Member shares in the
2 Settlement Fund.

3 5. Upon the Effective Date, each of the Released Parties shall be deemed to have, and by
4 operation of this Judgment shall have, fully, finally, and forever released Plaintiffs, Plaintiffs' Counsel,
5 and each and all of the Class Members from all Settled Defendants' Claims.

6 6. All Class Members who have not made their objections to the Settlement in the manner
7 provided in the Notice are deemed to have waived any objections by appeal, collateral attack, or
8 otherwise.

9 7. All Class Members who have failed to properly submit requests for exclusion (requests
10 to opt out) from the Class are bound by the terms and conditions of the Stipulation and this Final
11 Judgment.

12 8. The requests for exclusion, if any, by the persons or entities identified in Exhibit A to
13 this Judgment are accepted by the Court.

14 9. All other provisions of the Stipulation are incorporated into this Judgment as if fully
15 rewritten herein.

16 10. Neither the Stipulation nor the Settlement, nor any act performed or document executed
17 pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be deemed to be, or may
18 be used as, a presumption, concession, or admission of, or evidence of, the validity of any Released
19 Claim or of any wrongdoing or liability of the Defendants or their Related Persons; or (b) is or may be
20 deemed to be, or may be used as, a presumption, concession, or admission of, or evidence of, any fault
21 or omission of any of the Defendants or their Related Persons in any civil, criminal or administrative
22 proceeding in any court, administrative agency or other tribunal; or (c) is or may be deemed to be an
23 admission or evidence that any claims asserted by Plaintiffs were not valid in any civil, criminal or
24 administrative proceeding. Defendants and their Related Persons may file the Stipulation and/or this
25 Judgment in any proceeding that may be brought against them in order to support a defense or
26 counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement,
27 judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense
28 or counterclaim.

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2 San Diego, CA 92101-8498
3 Telephone: 619/231-1058
4 619/231-7423 (fax)

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8 Melville, NY 11747
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10 631/367-1173 (fax)

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12 SCOTT+SCOTT LLP, Attorneys At Law
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14 MAX SCHWARTZ
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18 BRIAN J. ROBBINS
19 GEORGE C. AGUILAR
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22 San Diego, CA 92101
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22 Executive Committee Member

23 JOHNSON & WEAVER, LLP
24 FRANK J. JOHNSON
25 600 West Broadway, Suite 1540
26 San Diego, CA 92101
27 Telephone: 619/230-0063
28 619/255-1856 (fax)

26 Additional Counsel for Plaintiffs

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DECLARATION OF SERVICE BY MAIL

I, the undersigned, declare:

1. That declarant is and was, at all times herein mentioned, a citizen of the United States and a resident of the County of San Diego, over the age of 18 years, and not a party to or interested party in the within action; that declarant's business address is 655 West Broadway, Suite 1900, San Diego, California 92101.

2. That on May 26, 2017, declarant served **STIPULATION OF SETTLEMENT** by depositing a true copy thereof in a United States mailbox at San Diego, California in a sealed envelope with postage thereon fully prepaid and addressed to the parties listed on the attached Service List.

3. That there is a regular communication by mail between the place of mailing and the places so addressed.

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 26, 2017, at San Diego, California.



JACLYN STARK

MOBILEIRON

Service List - 5/26/2017 (15-0113)

Page 1 of 2

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MOBILEIRON

Service List - 5/26/2017 (15-0113)

Page 2 of 2

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