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9 [Additional counsel appear on signature page.]

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN FRANCISCO

12 In re KING DIGITAL ENTERTAINMENT plc)
13 SHAREHOLDER LITIGATION)

Lead Case No. CGC-15-544770

CLASS ACTION

14 _____)
15 This Document Relates To:)
16 ALL ACTIONS.)

CLASS REPRESENTATIVES' RESPONSE
TO THE COURT'S NOVEMBER 17, 2016
TENTATIVE RULING ON MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Assigned for All Purposes to the
Honorable Curtis E.A. Karnow

Date: January 12, 2017
Time: 4:00 p.m.
Dept. 304
Date Action Filed: 03/17/15

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
12/28/2016
Clerk of the Court
BY: MADONNA CARANTO
Deputy Clerk

1 The following are responses to the questions posed by the Court’s November 17, 2016 tentative
2 ruling on Class Representatives’ Motion for Preliminary Approval of Class Action Settlement. The
3 Court’s tentative is attached hereto as Exhibit 1.

4 **1.** Are there any other competing class actions?

5 **Response:** There are no other competing class actions.

6 **2.** Failure to Establish the Value of the Lawsuit and the Adequacy of the Settlement
7 Amount

8 The declaration provided by joint counsel is conclusory. Jt. Decl., ¶¶7-10, 12. No facts, no
9 references to any discovery. The moving papers suggest there is both a plaintiff and a defense expert on
10 damages, but none of their material is provided. No explanation of the \$160 million figure, and while
11 there is a general discussion of some of the claims’ weakness, there is no allusion to any evidence or
12 discussion how those weaknesses caused the case to settle where it did. [The suggestion that 11.5% of
13 the estimated damages is “well within the range” of a good settlement or that it is a large settlement is
14 not useful without a full discussion of all those other cases (which would be too much in this context).]

15 **Response:** The parties are filing separate memoranda in further support of preliminary approval
16 addressing these specific points. The memoranda set forth the parties’ respective views on the strengths
17 and weaknesses in this case, including evidentiary support that the parties would have presented had the
18 case proceeded to summary judgment and trial. The parties are also submitting declarations from their
19 respective experts setting forth their views on damages.

20 **3. Settlement Agreement**

21 Is the Plan of Allocation (described in the Notice) in the Settlement Agreement? If not, how
22 will it be enforced?

23 **Response:** The Plan of Allocation proposed by Class Counsel is described in the Notice of
24 Proposed Settlement of Class Action (“Notice” or “Long Form Notice”). The Plan of Allocation is
25 considered separate and apart from the Court’s determination of whether the Settlement is fair,
26 reasonable and adequate at the Settlement Fairness Hearing. See Stipulation of Settlement dated
27 October 31, 2016 (“Stipulation” or “Settlement”), ¶3.2. A separate order approving the Plan of
28 Allocation will be submitted prior to the Settlement Fairness Hearing. Class Members will receive

1 notice of the Plan of Allocation in the Long Form Notice, and will have an opportunity to object to, or
2 comment on, the Plan of Allocation in accordance with the requirements of the Long Form Notice. The
3 preliminary approval order does not approve the Plan of Allocation. Rather, it approves the form of the
4 Long Form Notice, which describes the Plan of Allocation to the Class. *See* Transcript of Hearing on
5 Nov. 17, 2016 (“Transcript”), at pg. 19, ln. 4 to pg. 21, ln. 5.

6 **4.** Provision at ¶5.9 regarding redistribution of residual amounts is too vague. The
7 provision only states that money will be reallocated among authorized claimants in “an equitable and
8 economic fashion,” and that the redistribution shall be repeated until the balance remaining is “no
9 longer feasible to distribute.” How many times is this likely to happen – more than once? What does
10 “feasible” mean? Consider getting a court order premised on a showing that it is economically not
11 worth it to redistribute a small sum and to authorize a cy pres distribution.

12 **Response:** Class Counsel will not make any distributions to Class Members who are entitled to
13 a distribution under the Court-approved Plan of Allocation without first filing a distribution motion and
14 seeking a distribution order from the Court. Class Counsel will file the distribution motion after the
15 Claims Administrator has completed the processing of claims which will request an order from the
16 Court: (1) approving the Claims Administrator’s determinations of all Class Members’ claims; (2)
17 whether to accept late claims; and (3) allowing the Claims Administrator to distribute the Net
18 Settlement Fund to Class Members who are entitled to a recovery.

19 Based on other cases where Gilardi & Co. LLC has been the claims administrator, the initial
20 distribution of funds is often sufficient, with either no balance of funds remaining or only a small
21 balance that was given to a non-profit organization. *See* Supplemental Declaration of Michael Joaquin
22 Regarding Notice and Administration (“Joaquin Decl.”), ¶3. In instances where a residual distribution
23 was determined to be economically feasible based on the balance in the Net Settlement Fund, an
24 average of one residual distribution was required to complete the administration. *Id.* If there is a need
25 for a second distribution, Class Counsel will file a second distribution motion.

26 Alternatively, it may not be feasible for the Claims Administrator to make a second distribution
27 because doing so may cost more than the residual amount of money that is left in the Net Settlement
28 Fund, for instance where the residual amount is less than \$10,000. If that is the case, Class Counsel will

1 file a motion with the Court seeking to transfer the residual amount left in the Net Settlement Fund to
2 Bay Area Legal Aid. Importantly, none of the money from the Net Settlement Fund will get distributed
3 to Class Members or a non-profit organization until Class Counsel files a motion and obtains an order
4 from the Court.

5 **5.** Remainder to be paid to the Bay Area Legal Aid, but there’s no provision that the
6 designation is subject to court approval. The court may reject this cy pres recipient. At final approval,
7 declarations regarding any connection between this or any other proposed recipient and any party or any
8 lawyer must be presented.

9 **Response:** Class Counsel will file a motion with the Court to obtain an order allowing the
10 transfer of any residual amounts in the Net Settlement Fund to Bay Area Legal Aid. The Settling
11 Parties and their counsel will submit declarations regarding any connection between Bay Area Legal
12 Aid and the lawyers and parties in the case prior to the Settlement Fairness Hearing.

13 **6.** There is a secret provision under which defendant King can unilaterally terminate the
14 settlement, but the parties do not intend to share this “separate supplemental agreement” with the court
15 or the absent class members. ¶7.3. This is unacceptable. If the secret is only the percentage of opt outs
16 which trigger cancellation of the settlement, it is at least theoretically possible that this could be filed
17 under seal.

18 **Response:** The Supplemental Agreement contains terms, including the percentage of opt outs
19 which would trigger King’s option to terminate the Settlement, which are and should remain
20 confidential because a large class member or group of class members could use that information as
21 leverage against Defendants or to otherwise hold up the Settlement. As a result, the Settling Parties are
22 filing a Joint Motion to file the Supplemental Agreement Under Seal which discusses this issue in more
23 detail.

24 **7.** There is a discussion of the tax treatment of the settlement proceeds that I do not
25 understand. Why is this here? What does this mean? What do class members need to know about this
26 in the Notice? ¶2.9.

27 **Response:** The reason for the language in ¶2.9 of the Stipulation is to lay out the obligations
28 and responsibilities of the Settling Parties and the Escrow Agent in relation to the Qualified Settlement

1 Fund (“QSF”). The Settlement Fund is a QSF as a matter of law once the Court enters an order
2 preliminarily approving the Settlement. This is because the Settlement Fund: (i) will be created by a
3 court, and subject to continuing court supervision, (ii) it resolves claims related to the subject of a
4 lawsuit, and (iii) qualifies as trust under state law and/or the funds are segregated from other assets of
5 the Transferor, in this case, King.¹ A QSF is a taxable entity – a trust that has its own tax identification
6 number and is authorized by Treasury Regulation 1.468B-1. This means that any interest earned by the
7 QSF, less certain deductions (*e.g.*, the cost of notice and the processing of claims), is taxable and the tax
8 is paid from the QSF.² Most likely, in today’s low interest rate environment, there will be no tax
9 liability on the QSF because the cost of notice and claims processing will exceed any interest earned on
10 the Settlement Fund. The QSF, however, will still need to file a tax return which will cost
11 approximately \$1,750 per year. A QSF allows class counsel to receive the settlement proceeds early in
12 the settlement process and therefore foreclose the risk of non-payment. In addition, it allows Class
13 Counsel to earn interest on the Settlement proceeds until the money is distributed to Class Members. It
14 also allow defendants to conclude the litigation by receiving an immediate tax benefit from the
15 payment of the settlement proceeds, *i.e.*, defendants can take a tax deduction on the day the settlement
16 payment is made.

17 The Settling Parties do not believe that the tax liability of the QSF needs to be discussed in the
18 Long Form Notice because there is likely to be no or very little tax liability on the amount of interest
19 earned by the Net Settlement Fund, and the amount distributed to Authorized Claimants, should not be
20 effected. Therefore, it is not likely to affect a Class Member’s decision whether to object to the
21 Settlement or opt out of the Class.

22 **8.** The language of the Release is too broad because it is not tied to (or arising out of) the
23 facts in the complaint. With liberal joinder rules, anything ‘could have been alleged’ in the complaint.
24 As a result, the § 1542 waiver also fails (although it would not otherwise). The use of the word
25 “related” makes the release too broad.

26 _____
27 ¹ See Treasury Regulation 1.468B-1(c)(2)(i)-(iii).

28 ² See Treasury Regulation 1.468B-2(b)(i).

1 **Response:** As defense counsel clarified for the Court during the November 17, 2016 hearing,
2 the “could have been alleged” language in the release is tethered to the purchase or sale of securities in
3 the relevant time period, that is from the date of the IPO until September 22, 2014. Transcript, at pg.
4 13, ln. 11 through ln. 23. Likewise, the § 1542 waiver is also tethered to the purchase or sale of
5 securities during the relevant time period. *Id.* Known or unknown claims that are unrelated to the
6 purchase or sale of securities during the relevant time period are not being released in this Settlement.
7 *Id.* After further review, the Court stated that no change to the release was necessary.

8 **9.** Opt outs must provide the number of ordinary shares they purchased. Why? This
9 appears burdensome, and many people might not know the exact number. Suppose they put down the
10 wrong number (*e.g.*, 200 instead of 201) – what effect?

11 **Response:** The only reason why the Settling Parties request the number of shares purchased as
12 part of the requirement for a valid opt-out is to allow King to determine if it has the option to trigger the
13 termination provision in the Supplemental Agreement. This is extraordinarily rare, and typically only
14 comes into play if large institutional investors choose to opt out of the Class. The Long Form Notice
15 has been amended to notify Class Members that “if the number of shares in your letter or postcard is not
16 correct, it will not make your request for exclusion invalid.”

17 **10.** Immunity for class counsel etc. at ¶5.7. Do the parties think the court will endorse this?
18 Class counsel cannot be sued if they abscond with the settlement funds, if they or someone fails to
19 calculate tax withholding, etc., and no money goes out to the class? Etc.?

20 **Response:** Section 5.7 provides:

21 Except for King’s obligation to pay or cause payment of the \$18,500,000, and to
22 produce information from King’s transfer agent for purposes of providing notice as
23 provided herein, ***the Defendants and their Related Persons*** shall have no responsibility
24 for, interest in, or liability whatsoever with respect to (i) any act, omission, or
25 determination by Class Counsel, the Escrow Agent, or the Claims Administrator, or any
26 of their respective designees or agents, in connection with the administration of the
27 Settlement or otherwise; (ii) the management, investment, or distribution of the
28 Settlement Fund; (iii) the Plan of Allocation; (iv) the determination, administration,
calculation, or payment of any claims asserted against the Settlement Fund; (v) any loss
suffered by, or fluctuation in value of, the Settlement Fund; or (vi) the payment or
withholding of any Taxes, Tax Expenses, and/or costs incurred in connection with the
taxation of the Settlement Fund, distributions or other payments from the Escrow
Account, or the filing of any federal, state, or local returns. No Person shall have any
claim of any kind against the ***Defendants or their Related Persons*** with respect to the
matters set forth in ¶¶5.1-5.9 hereof (emphasis added).

1 **Response:** Section 5.7 does not provide Class Counsel, the Escrow Agent or the Claims
2 Administrator with any immunity or release from liability. Instead, it provides Defendants and their
3 Related Parties immunity from the actions of Class Counsel, the Escrow Agent or the Claims
4 Administrator in relation to the Settlement Fund.

5 **11.** ¶5.5 Late claims. Perhaps better to have court approve these, rather than leave it to class
6 counsel. What standards would class counsel use?

7 **Response:** Class Counsel will seek the Court’s approval for the inclusion of any late claims.

8 **12. Fees**

9 At final approval counsel should provide task based explanation of the number of hours they
10 spent (shows who worked on each task and number of hours spent per person).

11 **Response:** Plaintiffs’ Counsel will provide this information via declarations prior to final
12 approval.

13 **13.** Is there fee splitting? It looks like it. Did the class reps. approve this in writing?

14 **Response:** Yes. Class Representatives have each authorized in writing fee splitting amongst
15 counsel.

16 **14. Incentive payments**

17 At final approval non-hearsay declarations will be required showing their actual contribution.

18 **Response:** Class Counsel will provide a declaration of each Class Representative seeking an
19 incentive award demonstrating their actual contribution to the successful prosecution of this Litigation
20 prior to final approval.

21 **15. Long Form Notice**

22 (a) Lines 3:11 through p. 4:17 do not appear helpful and make the Notice longer.

23 **Response:** Lines 3:11 through 4:17 have been deleted from the Notice.

24 (b) p.6 – Recovery estimated at 16 cents per share, but because participation will be
25 less than 100% etc. – recovery is 0.017 cents? Less than a penny? Is this a typo?

26 **Response:** This was a typographical error that has been changed to \$0.77 per share.

27 (c) Pp.7-8 - this is not comprehensible. Are we saying that if class members suffered
28 great losses during the class period as the stock tanked (presumably as a result of defendants’ actions)

1 and at the bottom of the market class members bought more stock and then made some money, the
2 profits will be set against the losses? Is the class period defined such that it ends at the bottom of the
3 market? Is all of this in the Settlement Agreement? Who figures out the set off and how will they get
4 the data for that?

5 **Response:** A Class Member's claim is subject to two calculations that are set forth in the Plan
6 of Allocation in the Long Form Notice. In the first calculation, the Claims Administrator determines if
7 a Class Member has an overall market gain or loss on King ordinary shares purchased during the Class
8 Period (March 26, 2014 - September 22, 2014) and sold from March 26, 2014 to February 22, 2016. If
9 a Class Member's total amount paid for all King ordinary shares purchased during the Class Period is
10 less than the total amount received from all sales of King ordinary shares purchased during the Class
11 Period (*i.e.*, if the total amount paid was \$5.00 and the total amount received was \$10.00, resulting in an
12 overall market gain of \$5.00), the Class Member will have an overall market gain and will not be
13 entitled to any recovery under the Plan of Allocation. Only if a Class Member has an overall market
14 loss will he, she or it be entitled to any recovery under the Plan of Allocation. The Claims
15 Administrator will calculate any set-off and the data will be taken from the Proof of Claim submitted by
16 the Class Member. Class Counsel believe this is fair to all Class Members, as Class Members who
17 made a profit on their purchases of King ordinary shares during the Class Period should not be entitled
18 to recover additional monies from a limited fund at the expense of those who suffered an overall loss.
19 This initial calculation is utilized in the vast majority of securities class action settlements and is
20 routinely approved by courts nationwide.

21 The Class Period does not end at the bottom of the market. Instead, the end date of the Class
22 Period is September 22, 2014, which is the last day of the 180 day lock-up period pursuant to the
23 Prospectus issued in connection with King's IPO where insiders of the Company could not sell any
24 King ordinary shares. [https://www.sec.gov/Archives/edgar/data/1580732/000119312514117078/
25 d564433d424b4.htm](https://www.sec.gov/Archives/edgar/data/1580732/000119312514117078/d564433d424b4.htm)

26 (d) Lines 7:18-25 – these provisions are complicated and contain technical terms.
27 Can we turn this into plain English?

28

1 **Response:** The Settling Parties believe that the changes made to the Long Form Notice now
2 contain plain English.

3 (e) Lines 8:7-8 – BOLD this paragraph.

4 **Response:** This change has been made and this paragraph is bolded in the Long Form Notice.

5 (f) Lines 12:2-3 – Not correct. Objections should be submitted to class counsel and
6 class counsel will file the objections with the court.

7 **Response:** The Long Form Notice has been changed to have Class Members submit their
8 objections to only one Class Counsel. Class Counsel will file all objections received with the Court.

9 A redlined version of the Long Form Notice showing all of the proposed changes is attached as
10 Exhibit 2.

11 **16. Proof of Claim**

12 (a) Line 2:17-18 - is this information necessary?

13 **Response:** The language the Court is referring to is the following language on the instructions
14 section of the Proof of Claim: “The date of covering a ‘short sale’ is deemed to be the date of purchase
15 of King ordinary shares. The date of a ‘short sale’ is deemed to be the date of sale of King ordinary
16 shares.” Counsel believe this information is necessary because while these trades are not standard
17 purchase and sale transactions, the Claims Administrator frequently receives questions from investors
18 about how and where to list these trades on the Proof of Claim form. Joaquin Decl., ¶4. This
19 instruction is designed to provide clarity to those investors, reducing the need for them to contact
20 Counsel or the Claims Administrator. *Id.*

21 (b) Lines 6:1-27 - why are the class members signing a separate release here? Surely
22 we don’t need a release here. (And in any event would have to be redone to conform to court approved
23 release.) Declaration for claim form is invalid – “under the laws of the United States.” Compare CCP
24 2015.5

25 **Response:** The parties have made the above-referenced changes to the Proof of Claim. The
26 separate release has been deleted from the Proof of Claim and the Declaration for the Proof of Claim
27
28

1 complies with C.C.P. 2015.5. A redlined version of the Proof of Claim showing the proposed changes
2 is attached as Exhibit 3.

3 **17. Short Form Notice**

4 Line 1:10-11- states that the Court will approve the Plan of Allocation, but that is not stated in
5 the Settlement, so how does the court approve this?

6 **Response:** As indicated above, the Court separately approves the Plan of Allocation. The
7 Stipulation provides that “[a]t or after the Settlement Fairness Hearing, Class Counsel also will request
8 that the Court approve the Plan of Allocation.” Stipulation, ¶3.2.

9 **18. Newspapers ad/notices**

10 What do these look like? (Size and prominence issues)

11 **Response:** The Summary Notice will be published in the legal advertisement section of the
12 national edition of *The Wall Street Journal* (WSJ) and with the *PR Newswire*, an online newswire
13 service. *PR Newswire*’s network reaches more than 4,500 U.S. websites, including popular investor
14 sites such as Yahoo! Finance, MarketWatch and Business Journals, as well as nearly 3,000 newsrooms.
15 Joaquin Decl., ¶2. Attached as Exhibit A to the Joaquin Declaration are samples of similar notices
16 published in each of these publications in a recent matter, as well as a formatted version of the actual
17 proposed summary notice in this matter shown in the font and dimensions it will have in the WSJ and
18 the content which will be provided to the *PR Newswire*. *Id.* The WSJ advertisement will cover the
19 same percentage of the page, and be similar in appearance and placement to the example provided in
20 Exhibit A. *Id.* However, the WSJ cannot provide the page number or exact location of the
21 advertisement on the page until the paper is actually set up for printing. *Id.* The *PR Newswire* content
22 will use the exact language and overall layout and format as shown in that document. However, a
23 sample of the content exactly as it will appear on the website cannot be created prior to publication. *Id.*

24 **19. Objections**

25 Why does objector have to mail to 2 different addresses? Suppose they only mail to one. Why
26 do their lawyers have to file something called an appearance of counsel?
27
28

1 **Response:** The Long Form Notice has been revised so that objectors only need to mail an
2 objection to one address. In addition, the language requiring counsel for the objector to file an
3 appearance of counsel has been deleted from the Long Form Notice. The redline version of the Notice
4 showing the above changes is attached as Exhibit 2.

5 **20. Proposed Order**

6 (a) p.3 line 26- “several” is too vague.

7 **Response:** The language in the proposed order has been changed to have the Claims
8 Administrator provide *three* supplemental notification letters to any Nominee Holder who does not
9 respond to the initial request for potential Class Members’ names and addresses.

10 (b) p.4 website- all papers in connection with preliminary approval should be posted
11 (all moving papers, all supplemental filings, operative complaint, etc.). The Notice (bottom of p.4) says
12 the website will have information on the detailed history of the allegations, and what has happened in
13 the litigation. . . . What material is that?

14 **Response:** The preliminary approval order has been amended to require the Claims
15 Administrator to put all papers filed in support of preliminary approval on the website.

16 The Court indicates that the Notice at the bottom of page 4 says the website will have
17 information on the detailed history of the allegations, and what has happened in the litigation and asks
18 “what material is that.” The Settling Parties believe that the language that the Court is referring to is the
19 following: “You can also obtain the Stipulation at www.kingdigitalshareholdersettlement.com, which
20 has a detailed history of the allegations in the Litigation and what has happened in the Litigation.” The
21 Stipulation is the document that contains a detailed history of the allegations and what has happened in
22 the Litigation.

23 (c) All proposed orders should be e-mailed in Word-editable format. All date blanks
24 should include [in brackets] the date calculation such that when the order is signed the court can
25 calculate which date to insert [e.g. “15 days after order is signed:”].

26
27
28

1 **Response:** Class Counsel will email all proposed orders in Word-editable format and all blanks
2 will include the date calculation so that the Court can calculate which dates to insert when the order is
3 signed.

4 (d) Order should approve and append each notice, short form, long form, newspaper
5 notice (in actual estimated size and font).

6 **Response:** The actual size of the long form notice, short form notice and proof of claim will be
7 attached to the preliminary approval order. Formatted versions of the short-form notice in the font and
8 dimensions it will have in the WSJ and the content which will be provided to the *PR Newswire* will also
9 be attached. Joaquin Decl., ¶2.

10 (e) ¶13 - what “reply” papers? Who would file those?

11 **Response:** Class Representatives or Defendants may file reply papers. These reply papers are
12 to inform the Court of the reaction of the Class and to address any objections by Class Members to the
13 Settlement, the Plan of Allocation, Class Counsel’s request for an award of attorneys’ fees and
14 expenses, and Class Representatives’ request for incentive awards based on their representation of the
15 Class.

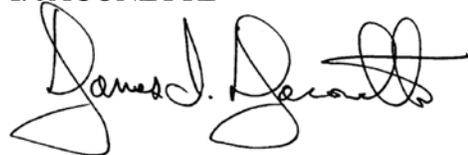
16 (f) ¶14 - No Latin, please. (unless it’s *res ipsa*. . .)

17 **Response:** The Latin has been removed from ¶14 of the Order and replaced with English.
18 A redline version of the proposed preliminary approval order is attached as Exhibit 4.

19 DATED: December 28, 2016

Respectfully submitted,

20 ROBBINS GELLER RUDMAN
21 & DOWD LLP
22 JAMES I. JACONETTE



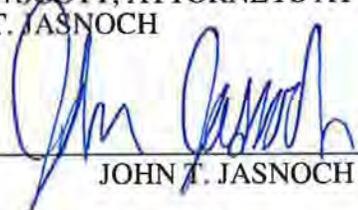
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Additional Counsel for Plaintiff

EXHIBIT 1

In Re King Digital Entertainment plc Shareholder Litigation (CGC-15-544770)
Motion for Preliminary Approval
Thursday, November 17, 2016, at 9:00 a.m
Tentative

Are there any other competing class actions?

Issues

Failure to Establish the Value of the Lawsuit and the Adequacy of the Settlement Amount

The declaration provided by joint counsel is conclusory. *Jt. Decl.*, ¶¶7-10,12. No facts, no references to any discovery. The moving papers suggest there is both a plaintiff and a defense expert on damages, but none of their material is provided. No explanation of the \$160 million figure, and while there is a general discussion of some of the claims' weakness, there is no allusion to any evidence or discussion how those weaknesses caused the case to settle where it did. [The suggestion that 11.5% of the estimated damages is "well within the range" of a good settlement or that it is a large settlement is not useful without a full discussion of all those other cases (which would be too much in this context).]

Settlement Agreement

Is the Plan of Allocation (described in the Notice) in the Settlement Agreement? If not, how will it be enforced?

Provision at ¶5.9 regarding redistribution of residual amounts is too vague. The provision only states that money will be reallocate among authorized claimants in "an equitable and economic fashion," and that the redistribution shall be repeated until the balance remaining is "no longer feasible to distribute." How many times is this likely to happen:-more than once? What does "feasible" mean? Consider getting a court order premised on a showing that it is economically not worth it to redistribute a small sum and to authorize a cy pres distribution.

Remainder to be paid to the Bay Area Legal Aid, but there's no provision that the designation is subject to court approval. The court may reject this cy pres recipient. At final approval, declarations regarding any connection between this or any other proposed recipient and any party or any lawyer must be presented.

There is a secret provision under which defendant King can unilaterally terminate the settlement, but the parties do not intend to share this "separate supplemental agreement" with the court or the absent class members. ¶7.3. This is unacceptable. If the secret is only the percentage of opt outs which trigger cancellation of the settlement, it is at least theoretically possible that this could be filed under seal.

There is a discussion of the tax treatment of the settlement proceeds that I do not understand. Why is this here? What does this mean? What do class members need to know about this in the Notice? ¶2.9.

The language of the Release is too broad because it is not tied to (or arising out of) the facts in the complaint. With liberal joinder rules, anything 'could have been alleged' in the complaint. As a result, the § 1542 waiver also fails (although it would not otherwise). The use of the word "related" makes the release too broad.

Opt outs must provide the number of ordinary shares they purchased. Why? This appears burdensome, and many people might not know the exact number. Suppose they put down the wrong number (e.g., 200 instead of 201) –what effect?

Immunity for class counsel etc. at ¶5.7. Do the parties think the court will endorse this? Class counsel cannot be sued if they abscond with the settlement funds, if they or someone fails to calculate tax withholding, etc., and no money goes out to the class? Etc.?

¶5.5 Late claims. Perhaps better to have court approve these, rather than leave it to class counsel. What standards would class counsel use?

Fees

At final approval counsel should provide task based explanation of the number of hours they spent (shows who worked on each task and number of hours spent per person).

Is there fee splitting? It looks like it. Did the class reps. approve this in writing?

Incentive payments

At final approval non-hearsay declarations will be required showing their actual contribution.

Long Form Notice

Lines 3:11 through p. 4:17 do not appear helpful and make the Notice longer.

p.6 – Recovery estimated at 16 cents per share, but because participation will be less than 100% etc. – recovery is 0.017 cents? Less than a penny? Is this a typo?

Pp.7-8 - this is not comprehensible. Are we saying that if class members suffered great losses during the class period as the stock tanked (presumably as a result of defendants' actions) and at the bottom of the market class members bought more stock and then made some money, the profits will be set against the losses? Is the class period defined such that it ends at the bottom of the market? Is all of this in the Settlement Agreement? Who figures out the set off and how will they get the data for that?

Lines 7:18-25 – these provisions are complicated and contain technical terms. Can we turn this into plain English?

Lines 8:7-8 – BOLD this paragraph.

Lines 12:2-3 –Not correct. Objections should be submitted to class counsel and class counsel will file the objections with the court.

Proof of Claim

Line 2:17-18 - is this information necessary?

Lines 6:1-27 - why are the class members signing a separate release here? Surely we don't need a release here. (And in any event would have to be redone to conform to court approved release.) Declaration for claim form is invalid – “under the laws of the United States.” Compare CCP 2015.5

Short Form Notice

Line 1:10-11- states that the Court will approve the Plan of Allocation, but that is not stated in the Settlement, so how does the court approve this?

Newspapers ad/notices

What do these look like? (Size and prominence issues)

Objections

Why does objector have to mail to 2 different addresses? Suppose they only mail to one. Why do their lawyers have to file something called an appearance of counsel?

Proposed Order

p.3 line 26- “several” is too vague

p.4 website- all papers in connection with preliminary approval should be posted (all moving papers, all supplemental filings, operative complaint, etc.). The Notice (bottom of p.4) says the website will have information on the detailed history of the allegations, and what has happened in the litigation..... what material is that?

All proposed orders should be e-mailed in Word-editable format. All date blanks should include [in brackets] the date calculation such that when the order is signed the court can calculate which date to insert [e.g. “15 days after order is signed:”]

Order should approve and append each notice, short form, long form, newspaper notice (in actual estimated size and font)

¶13- what “reply” papers? Who would file those?

¶14- No Latin, please. (unless it's *res ipsa*...)

EXHIBIT 2

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 SHAWN A. WILLIAMS (213113)
Post Montgomery Center
3 One Montgomery Street, Suite 1800
San Francisco, CA 94104
4 Telephone: 415/288-4545
415/288-4534 (fax)
5 - and -
6 JAMES I. JACONETTE (179565)
655 West Broadway, Suite 1900
San Diego, CA 92101
7 Telephone: 619/231-1058
619/231-7423 (fax)

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

8 Lead Counsel for Plaintiffs
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN FRANCISCO

12 In re KING DIGITAL ENTERTAINMENT plc)
13 SHAREHOLDER LITIGATION)

Lead Case No. CGC-15-544770

) CLASS ACTION

14 This Document Relates To:)
15)

) NOTICE OF PROPOSED SETTLEMENT OF
CLASS ACTION

16 ALL ACTIONS.)

) EXHIBIT A-1

17 Assigned for All Purposes to the
18 Honorable Curtis E.A. Karnow
Dept. 304
Date Action Filed: 03/17/15
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1 **TO: ALL PERSONS AND ENTITIES WHO PURCHASED KING DIGITAL**
2 **ENTERTAINMENT PLC (“KING” OR THE “COMPANY”) ORDINARY SHARES**
3 **FROM MARCH 26, 2014 TO SEPTEMBER 22, 2014, AND WHO SOLD THOSE**
4 **SHARES AT A LOSS (THE “CLASS”)**

5 **IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS**
6 **NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS AND**
7 **OBLIGATIONS.**

8 **THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER**
9 **SOLICITATION.**

10 A settlement (“Settlement”) has been proposed in a consolidated class action lawsuit pending in
11 San Francisco County Superior Court (“Court”) titled *In re King Digital Entertainment plc Shareholder*
12 *Litigation*, Lead Case No. CGC-15-544770 (the “Litigation”). The terms and conditions of the
13 Settlement are set forth in the Stipulation of Settlement dated October 31, 2016 (“Stipulation”), which
14 can be obtained at www.kingdigitalshareholdersettlement.com.¹ The Litigation concerns allegations
15 that King’s Registration Statement and Prospectus (collectively, the “Registration Statement”) issued in
16 connection with its March 26, 2014 initial public offering (“IPO”) contained untrue statements of
17 material fact and omitted other material facts required to be disclosed therein, including, among other
18 things, information about the Company’s hit game Candy Crush Saga’s (“Candy Crush”) decline in
19 gross bookings and the alleged inability of the Company to diversify away from Candy Crush.

20 The Settlement provides for the payment of \$18,500,000.00 for the benefit of the Class. For an
21 estimate of how much money per share you could receive from this Settlement, see the discussion at
22 Section 8 on page _ of this Notice.

23 This Notice sets forth the rights you may have in connection with your participation in the
24 Settlement, what steps you may take in relation to the Settlement and this Litigation, and, alternatively,
25 what steps you must take if you wish to be excluded from the Class and this Litigation.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
SUBMIT A PROOF OF	You are required to mail, or electronically fill out on the Settlement website, a Proof of Claim and	Deadline: 1Month.

26
27 ¹ All capitalized terms not otherwise defined in this Notice shall have the meanings provided in the Stipulation.

<p>1 CLAIM</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p>	<p>Release form (“Proof of Claim”) to receive money under this Settlement. Proofs of Claim must be postmarked or submitted online on or before the Deadline. To obtain a Proof of Claim, or to access the electronic Proof of Claim, visit the Settlement website located at www.kingdigitalshareholdersettlement.com, or you may contact the Claims Administrator by telephone or regular mail at the address below. If you do not mail or submit your Proof of Claim online, you will not receive any money recovery, but you will still be bound by the terms of the Settlement and will release your claims relating to the lawsuit as further explained in Section 14 below.</p>	<p>Day, Year]</p>
<p>8 EXCLUDE YOURSELF</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p>	<p>To exclude yourself from the Class, you must mail a written request for exclusion to the Claims Administrator, postmarked on or before the Deadline. If you exclude yourself from the Class, you will not receive any money from the Settlement and you will not be able to object to any aspect of the Settlement. Excluding yourself is the only option that allows you to ever bring or maintain your own lawsuit against Defendants and their Related Persons (defined below) based on your purchase of King ordinary shares from March 26, 2014 to September 22, 2014, that were sold at a loss, regarding claims relating to the lawsuit as further explained in Section 14 below. The Judgment, whether favorable or not, will bind all Class Members who do not request exclusion. See Section 15 below for further instructions on how to exclude yourself from the Class.</p>	<p>Deadline: [Month, Day, Year]</p>
<p>17 OBJECT</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>You may write to Class Counsel about why you object to (<i>i.e.</i>, do not like) the Settlement and think it should not be approved. You can also object to the Plan of Allocation (<i>i.e.</i>, how the Settlement proceeds are going to be divided among Members of the Class), Class Counsel’s application for an award of attorneys’ fees and expenses and Class Representatives’ request for service awards for bringing and pursuing the Litigation in representing the Class. If you choose to object, you must mail your written objection to Class Counsel, postmarked on or before the Deadline. If you object, Class Counsel will submit your written objection to the Court. Submitting an objection does not exclude you from the Class. See Section 16 below for further instructions on how to make your objection.</p>	<p>Deadline: [Month, Day, Year]</p>
<p>26 GO TO THE “SETTLEMENT FAIRNESS HEARING”</p> <p>27</p>	<p>The Court will hold a “Settlement Fairness Hearing” to consider the Settlement, the Plan of Allocation, the request for attorneys’ fees and expenses of the lawyers who brought the Litigation.</p>	<p>Hearing Date: [Month, Day, Year]</p>

	and the Class Representatives’ request for service awards for bringing and pursuing the Litigation on behalf of the Class. You (either you personally or through a lawyer you hire at your own expense) may, but are not required to, speak at the Settlement Fairness Hearing about any objection you submitted.	at [Time]
DO NOTHING	You will give up your right to object to the Settlement and you will not be able to be a part of any other lawsuit about the legal claims in this case. Also, if you do nothing you will not recover any money under the Settlement.	N/A

- These rights and options – **and the deadlines to exercise them** – are explained in more detail below.
- The Court in charge of the Litigation has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient.***

WHAT THIS NOTICE CONTAINS

BACKGROUND INFORMATION

- ~~1. What is this lawsuit about?~~
- ~~2. Why is this Litigation a class action?~~
- ~~3. Why is there a settlement?~~
- ~~4. How do I know if I am part of the Settlement?~~
- ~~5. Are there exceptions to being included?~~
- ~~6. I’m still not sure if I am included.~~

THE PROPOSED SETTLEMENT

- ~~7. What relief does the Settlement provide to the Class Members?~~
- ~~8. What is the proposed Plan of Allocation?~~
- ~~9. How can I get a payment?~~
- ~~10. When would I get my payment?~~

1 **~~THE LAWYERS IN THIS CASE AND THE CLASS REPRESENTATIVES~~**

2 **~~11.~~** ~~Do I have a lawyer in this case?~~

3 **~~12.~~** ~~How will the lawyers be paid?~~

4 **~~13.~~** ~~Will the Class Representatives receive any compensation for their efforts in bringing the~~
5 ~~Litigation?~~

6 **~~RELEASE OF ALL CLAIMS~~**

7 **~~14.~~** ~~What am I giving up to obtain relief under the Settlement?~~

8 **~~HOW TO EXCLUDE YOURSELF FROM THE CLASS~~**

9 **~~15.~~** ~~How do I exclude myself from the Class?~~

10 **~~HOW TO OBJECT TO THE SETTLEMENT~~**

11 **~~16.~~** ~~How do I tell the Court that I do not like the Settlement?~~

12 **~~17.~~** ~~What is the difference between excluding myself and objecting to the Settlement?~~

13 **~~SETTLEMENT FAIRNESS HEARING~~**

14 **~~18.~~** ~~What is the Settlement Fairness Hearing?~~

15 **~~19.~~** ~~When and where is the Settlement Fairness Hearing?~~

16 **~~20.~~** ~~May I speak at the hearing?~~

17 **~~GETTING MORE INFORMATION~~**

18 **~~21.~~** ~~How do I get more information?~~

19 **~~22.~~** ~~What if my address or other information has changed or changes after I submit a Proof of~~
20 ~~Claim?~~

21 **1. What is this lawsuit about?**

22 Plaintiffs brought this Litigation as a securities class action against King, certain of its officers
23 and directors, and the underwriters for King’s IPO, alleging that they violated the Securities Act of 1933
24 (the “Securities Act”) by misrepresenting and omitting material facts in King’s Registration Statement
25 in connection with King’s March 26, 2014 IPO, including: the decline in Candy Crush gross bookings
26 and the alleged inability of the Company to diversify away from Candy Crush; the decline in monthly
27 paying users; and the alleged practice of deleting customer lives on Facebook that was impacting
28 revenues of its largest revenue producing game. Defendants deny these allegations.

26 **The issuance of this Notice is NOT an expression of the Court’s opinion on the merits or the**
27 **lack of merits of any of the Plaintiffs’ claims in the Litigation or whether the Defendants**
28 **engaged in any wrongdoing.**

1 For information about how to learn about what has happened in the Litigation to date, please *see*
2 Section 21 below. You can also obtain the Stipulation at
3 www.kingdigitalshareholdersettlement.com, which has a detailed history of the allegations in the
4 Litigation and what has happened in the Litigation.

2. Why is this Litigation a class action?

5 In a class action lawsuit, one or more people called plaintiffs sue on behalf of other people who
6 may potentially have similar claims. In this Litigation, the Court appointed Sean Debotte, Michael M.
7 Nunes, Theodore Eyking, and the City of Taylor Police and Fire Retirement System to represent the
8 Class. They are collectively called Class Representatives. For purposes of this proposed Settlement,
9 one court will resolve the issues for all Class Members, except for those people who properly exclude
10 themselves from the Class, as explained in Section 15 below. “Defendants” means King, Hope
11 Cochran, Robert S. Cohn, E. Stanton McKee, Riccardo Zacconi, John Sebastian Knutsson, Stephane
12 Kurgan, Melvyn Morris, Roy Mackenzie, Gerhard Florin, J.P. Morgan Securities LLC, Credit Suisse
13 Securities (USA) LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Capital Inc.,
14 Deutsche Bank Securities Inc., RBC Capital Markets, LLC, BMO Capital Markets Corp., Cowen and
15 Company, LLC, Pacific Crest Securities LLC, Piper Jaffray & Co., Stifel, Nicolaus & Company,
16 Incorporated, Wedbush Securities Inc., and Raine Securities LLC.

3. Why is there a Settlement?

17 The Class Representatives have made claims against Defendants. Defendants deny that they
18 have done anything wrong or violated any statute and admit no liability. The Court has not decided that
19 the Class Representatives or Defendants should win the Litigation. Instead, both sides agreed to a
20 settlement with the assistance of a highly respected and experienced mediator. In reaching the
21 Settlement, the parties have avoided the cost, delay, and uncertainty of further litigation.

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

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

4. How do I know if I am part of the Settlement?

If you purchased King ordinary shares from March 26, 2014 to September 22, 2014, and sold
those shares at a loss, you are a Class Member.

5. Are there exceptions to being included?

Yes, excluded from the definition of the Class (defined above) are each of the Defendants, past
and current officers and directors of King and the Underwriter Defendants and any of their affiliates, the
members of the immediate families, and any entity which any Defendant has or had a controlling

1 interest, and the legal representatives, heirs, successors, or assigns of any such excluded person. Also
2 excluded is any person or entity that validly requests exclusion from the Class.

3 **6. I'm still not sure if I am included.**

4 If you are still not sure whether you are included, you can ask for free help by contacting the
5 Claims Administrator at 1-866-664-1678. The address of the Claims Administrator is: *King Digital*
6 *Shareholder Litigation*, Claims Administrator, c/o Gilardi & Co. LLC, P.O. Box 30247, College
7 Station, TX 77842-3247. You may also contact a representative of Class Counsel: Rick Nelson,
8 Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San
9 Diego, CA 92101, 1-800-449-4900.

10 **7. What relief does the Settlement provide to the Class Members?**

11 In exchange for the Settlement and dismissal of the Litigation, Defendants have agreed that
12 King shall pay, or cause to be paid, on behalf of all Defendants, \$18,500,000 to be divided, after taxes,
13 notice and settlement administration expenses and costs, any attorneys' fees and expenses awarded by
14 the Court and any payment to Class Representatives for the time and expenses in representing the Class
15 approved by the Court (the "Net Settlement Fund"). The Net Settlement Fund will be distributed to
16 Class Members pursuant to the Plan of Allocation that is described in the next section of this Notice.

17 Class Representatives estimate that there are approximately 71.8 million shares of King ordinary
18 stock which may have been damaged during the Class Period. Class Representatives estimate that the
19 average recovery under the Settlement is roughly \$0.26 per damaged share before taxes, notice and
20 settlement administration expenses and costs, any attorneys' fee and expense award as well as any
21 payments to the Class Representatives for their time and expenses in representing the Class as
22 determined by the Court. Should the Court award the requested attorneys' fees of up to 33-1/3% of the
23 Settlement Fund (or \$6,166,666), Plaintiffs' Counsel's expenses of up to \$300,000, awards of \$2,500 to
24 each Class Representative for his or its representation of the Class and the maximum estimated cost of
25 notice and administration of the Settlement of \$390,000, the average per share recovery would be
26 approximately \$0.16. Using certain estimates of the number of claims that are going to be filed (30%)
27 and the number of estimated claims that are going to be valid (70%), it is estimated that approximately
28 15,078,000 shares will participate in the Settlement and the average recovery will be approximately
29 ~~\$0.77~~ 0.77 per share.

30 Of course, the above are just estimates, a Class Member's actual recovery will be a proportion of
31 the Net Settlement Fund determined by that claimant's recognized claim as compared to the total
32 recognized claims submitted. An individual Class Member may receive more or less than this average
33 amount depending on the number of claims submitted, when during the Class Period a Class Member
34 purchased King ordinary shares, the purchase price paid, when those shares were sold, and the amount
35 received, and whether those shares were held or sold at or after the end of the Class Period, and, if sold,
36 when they were sold and the amount received. See Plan of Allocation below for more information on
37 your recognized claim.

38 **8. What is the proposed Plan of Allocation?**

39 Your share of the Net Settlement Fund will depend on the number of valid Proofs of Claim that
40 Class Members submit and how many shares of King ordinary shares you purchased during the period
41 from March 26, 2014 to September 22, 2014, and when or if you sold them.

1 For purposes of determining the amount an Authorized Claimant² may recover under the Plan of
2 Allocation, Class Counsel conferred with their damages consultants and the Plan of Allocation reflects
3 an assessment of damages that they believe could have been recovered had Class Representatives
4 prevailed at trial.

5 In the unlikely event there are sufficient funds in the Net Settlement Fund, each Authorized
6 Claimant will receive an amount equal to the Authorized Claimant's claim, as defined below. If,
7 however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total claim of
8 each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net
9 Settlement Fund that each Authorized Claimant's claim bears to the total of the claims of all Authorized
10 Claimants (*i.e.*, if your recognized claim was for \$100 and all recognized claims totaled \$1,000, you
11 would be paid 10% of the Net Settlement Fund). Payment in this manner shall be deemed conclusive
12 against all Authorized Claimants.

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

16 Step 1

17 The Claims Administrator will determine if a Class Member had an overall market gain or loss
18 on King ordinary shares purchased during the Class Period (March 26, 2014 to September 22, 2014).
19 To determine if a Class Member had an overall market gain or loss, the Claims Administrator shall:

20 (1) total the amount paid for all King ordinary shares purchased during the Class Period (this
21 amount does not include commissions or any other fees);

22 (2) total the amount received from the sale of King ordinary shares purchased during the
23 Class Period and sold from March 26, 2014 to February 22, 2016 (this amount does not include
24 commissions or any other fees).

25 If a Class Member's total amount paid for all King ordinary shares purchased during the Class
26 Period is less than the total of the amount received from all sales of King ordinary shares (*i.e.* if the total
27 amount paid was \$5.00 and the total amount received was \$10.00, resulting in a market gain of \$5.00),
28 the Class Member will have a market gain and *will not be entitled to any recovery.*

If a Class Member's total amount paid for King ordinary shares purchased during the Class
Period is *more* than the total amount received from all sales of King ordinary shares purchased during
the Class Period (*i.e.* the total amount paid was \$10.00 and the total amount received was \$5.00,
resulting in a market loss of \$5.00), the Class Member will have a market loss and will move to Step 2.

29 Step 2

30 If a Class Member has a market loss, as set forth above, the Claims Administrator will calculate
31 the Class Member's claim using the formula set forth below. If under the formula below, a Class
32 Member's claim is more than the market loss determined above in Step 1, *that Class Member's claim*
33 will be limited to the market loss determined in Step 1.

34 **Claims for Ordinary Shares of King Purchased from** 35 **March 26, 2014 to September 22, 2014**

36 ² An Authorized Claimant is any Class Member whose claim for recovery has been allowed pursuant
37 to the Plan of Allocation described herein and the Stipulation.

1 Initial Public Offering Price: \$22.50 per share
2 Closing price on the date the lawsuit was filed³: \$14.84 per share

3 For King ordinary shares purchased from March 26, 2014 to September 22, 2014, and

- 4 1) sold on or between March 26, 2014 through March 16, 2015, the claim per share is
5 the lesser of (i) the purchase price per share less the sales price per share, or
6 (ii) \$22.50 less the sales price per share;
- 7 2) retained at the close of trading on March 16, 2015, or sold on or after March 17,
8 2015, the claim per share is the lesser of (i) \$22.50 less \$14.84, or (ii) the purchase
9 price per share less the sales price per share.

10 ~~If any of the formulas set forth above yield an amount less than \$0.00, the claim per share is \$0.00.~~

11 In the event a Class Member has more than one purchase or sale of King ordinary shares during
12 the Class Period, all purchases and sales within the Class Period shall be matched on a First-In, First-
13 Out (“FIFO”) basis for purposes of calculating a claim. Under the FIFO method, Class Period sales will
14 be matched in chronological order against King ordinary shares purchased during the Class Period.

15 A purchase or sale of King ordinary shares shall be deemed to have occurred on the ~~“contract”~~
16 ~~or “trade” date as opposed to the “settlement” or “payment” date~~ date the purchase or sale took place.
17 All purchase and sale prices shall exclude any fees and commissions. The receipt or grant by gift,
18 ~~devise or operation of law~~ or assignment of King ordinary shares during the Class Period shall not be
19 deemed a purchase or sale of King ordinary shares for the calculation of a ~~claimant’s recognized claim~~
20 ~~nor shall it be deemed an assignment of any claim relating to the purchase of such shares~~ Class
21 Member’s claim under the Plan of Allocation unless specifically provided in the ~~instrument of gift or~~
22 ~~assignment. The receipt of King ordinary shares during the Class Period in exchange for securities of~~
23 ~~any other corporation or entity shall not be deemed a purchase or sale of King ordinary shares.~~

24 ~~Covering purchases during the Class Period~~ If you covered a purchase of King ordinary shares
25 during the Class Period for shares you originally sold short, ~~those shares~~ will be excluded from the
26 calculation of an Authorized Claimant’s recognized claim your claim under the Plan of Allocation. In
27 the event ~~that there is~~ you had a short position in King ordinary shares, the date of covering a “short
28 sale” is deemed to be the date of purchase of ~~the those~~ those shares. The date of a “short sale” is deemed to
be the date of sale of ~~the those~~ King ordinary shares. The earliest Class Period purchases shall be
matched against such short position, and not be entitled to a recovery for that short position, until that
short position is fully covered.

~~The total of all profits shall be subtracted from the total of all losses from transactions during the~~
~~Class Period to determine if a Class Member has a recognized claim. Only if a Class Member had a net~~
~~market loss, after all profits from transactions in King ordinary shares during the Class Period are~~
~~subtracted from all losses, will such Class Member be eligible to receive a distribution from the Net~~
~~Settlement Fund. Shares held as of the beginning of the Class Period will be excluded for purposes of~~
~~calculating a market gain or loss.~~

~~If an Authorized Claimant has an overall market gain, the recognized claim for that Authorized~~
~~Claimant will be zero. If an Authorized Claimant has an overall market loss, that Authorized~~
~~Claimant’s recognized claim will be limited to the amount of total market loss. The Claims~~
~~Administrator shall allocate to each Authorized Claimant a percentage of the Net Settlement Fund based~~

27 ³ The first class action complaint was filed on March 17, 2015.

1 ~~on his, her, or its recognized claim as compared to the total recognized claims of all Authorized~~
2 ~~Claimants.~~

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

7 Distributions will be made to Authorized Claimants after all claims have been processed and
8 after the Court has finally approved the Settlement. The Net Settlement Fund shall be distributed to the
9 Authorized Claimants substantially in accordance with the Plan of Allocation set forth in the Notice and
10 approved by the Court. Class Counsel will make a distribution motion to the Court after all claims have
11 been processed to get approval to distribute the Net Settlement Fund to Authorized Claimants. If there
12 is any balance remaining in the Net Settlement Fund after ~~six (6) months from the initial date of~~
13 ~~distribution of the Net Settlement Fund~~ (whether by reason of tax refunds, uncashed checks or
14 otherwise), Class Counsel shall, if feasible, reallocate such balance among Authorized Claimants in an
15 equitable and economic fashion subject to Court approval. These redistributions shall be repeated with
16 Court approval until the balance remaining in the Net Settlement Fund is ~~no longer feasible to distribute~~
17 ~~to Class Members. Thereafter, any balance which still remains in the Net Settlement Fund shall be~~
18 ~~donated too small to distribute to Authorized Claimants.~~ When Class Counsel and the Claims
19 Administrator determine that there is not enough money to make additional distributions to Authorized
20 Claimants, Class Counsel will file a motion with the Court for an order to distribute the remaining
21 money in the Net Settlement Fund to Bay Area Legal Aid.

22 The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class Member
23 on equitable grounds.

24 Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all
25 Authorized Claimants. No person or entity shall have any claim against Plaintiffs, Plaintiffs' Counsel,
26 any Claims Administrator, any other person designated by Class Counsel, or Defendants and their
27 Related Persons based on the distributions made substantially in accordance with this Plan of
28 Allocation, or further orders of the Court. All Class Members who fail to complete and file a valid and
timely Proof of Claim shall be barred from participating in distributions from the Net Settlement Fund
(unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the
Stipulation, including the terms of any judgment entered and the releases given.

19 **9. How can I get a payment?**

20 To qualify for a payment, you must submit a Proof of Claim. A Proof of Claim is enclosed with
21 this Notice or it may be downloaded at www.kingdigitalshareholdersettlement.com. Read the
22 instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it,
23 and mail it so that is postmarked or received if submitted online **no later than [insert date]**. The Proof
24 of Claim may be submitted online at www.kingdigitalshareholdersettlement.com.

1 **10. When would I get my payment?**

2 The Court will hold a Settlement Fairness Hearing on _____ to decide whether to approve
3 the Settlement, the Plan of Allocation, Class Counsel’s request for an award of attorneys’ fees and
4 expenses, and awards to Class Representatives for their efforts in bringing and prosecuting the
5 Litigation. If the Court approves the Settlement and the Plan of Allocation, there may be appeals. It
is always uncertain how these appeals will be resolved, and resolving them could take time, likely more
than a year. It also takes time for all of the Proof of Claims to be processed. Please be patient.

6 **11. Do I have a lawyer in this case?**

7 The Court has ordered that Robbins Geller Rudman & Dowd LLP and Scott + Scott, Attorneys
8 at Law, LLP (“Class Counsel”) will represent the interests of all Members of the Class. You will not be
separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire
one at your own expense.

9 **12. How will the lawyers be paid?**

10 Class Counsel will request the Court to award attorneys’ fees of up to 33-1/3% (or \$6,166,666)
11 of the Settlement Fund for their attorneys’ fees and for expenses incurred in the Litigation in an amount
12 not to exceed \$300,000, which were incurred in connection with the Litigation, plus interest earned on
13 both amounts at the same rate and for the same period of time as earned by the Settlement Fund. The
Court will make the final decision as to the amounts to be paid to Class Counsel. Such sums will be
paid from the Settlement Fund.

14 **13. Will the Class Representatives receive any compensation for their efforts in
bringing the Litigation?**

15 The Class Representatives will each request a service award of up to \$2,500 for their services as
16 Class Representatives and their efforts in bringing and prosecuting the Litigation. The Court will make
the final decision as to the amount to be paid, if any, to the Class Representatives.

17 **14. What am I giving up to obtain relief under the Settlement?**

18 Unless you exclude yourself, you are staying in the Class, and that means you cannot sue,
19 continue to sue, or be part of any other lawsuit against Defendants and their Related Persons (defined
20 below) about the same issues in this case or about issues that could have been asserted in this case. It
also means that all of the Court’s orders will apply to you and legally bind you and you will release
21 your Released Claims in this case against Defendants and their respective Related Persons (collectively,
the “Released Parties”). “Released Claims” shall collectively mean any and all claims (including
22 “Unknown Claims” as defined in paragraph 1.30 in the Stipulation) against any of the Released Parties
arising out of, relating to, or in connection with both (i) the facts, events, transactions, acts, occurrences,
23 statements, representations, misrepresentations, or omissions which were or could have been alleged in
the Litigation, and (ii) the purchase or acquisition, holding, sale, or disposition of King’s ordinary
24 shares from the date of King’s initial public offering on March 26, 2014 to September 22, 2014, except
for any claims to enforce the Stipulation. The Stipulation, available on the Internet at the website
www.kingdigitalshareholderssettlement.com contains the full terms of the release.

25
26 “Related Persons” means each of a Defendant’s past or present parents, subsidiaries, affiliates,
divisions, joint ventures, and each of their respective past or present directors, officers, employees,
27 partners, members, principals, agents, underwriters, insurers, co-insurers, reinsurers, controlling
shareholders, attorneys, accountants or auditors, financial or investment advisors or consultants, banks
or investment bankers, personal or legal representatives, predecessors, successors, assigns, spouses,
28

1 heirs, related or affiliated entities, any entity in which a Defendant has a controlling interest, any
2 member of an individual Defendant's immediate family, or any trust of which any individual Defendant
is the settlor or which is for the benefit of any Defendant and/or member(s) of his family.

3 **15. How do I exclude myself from the Class?**

4 You may exclude yourself from the Class. If you want to be excluded, you must mail a letter or
5 postcard stating: **(a)** the name and case number of the Litigation, "*In re King Digital Entertainment plc*
Shareholder Litigation, Lead Case No. CGC-15-544770"; **(b)** your full name, address, and telephone
6 number; **(c)** a statement that you do not wish to participate in the Settlement; **(d)** the number of ordinary
7 shares of King purchased between March 26, 2014 and September 22, 2014 (if the number of shares in
your letter or postcard is not correct, it will not make your request for exclusion invalid); and **(e)** signed
8 by you. The letter or postcard must be sent by First-Class Mail, postage prepaid, must be **postmarked**
no later than [INSERT DATE], and must be addressed to the Claims Administrator, as follows:

9 *King Digital Shareholder Litigation*
10 Claims Administrator
11 c/o Gilardi & Co. LLC
12 EXCLUSIONS
13 ~~P.O. Box 8040~~
14 3301 Kerner Blvd.
15 San Rafael, CA ~~94912-8040~~94901

16 Written requests for exclusion must be mailed and cannot be submitted electronically. If you
17 timely request exclusion from the Class, you will be excluded, you will not be bound by the Judgment
18 entered in the Litigation, and you will not be precluded from prosecuting any timely, individual claim
19 against Defendants based on your purchase of King's ordinary shares from March 26, 2014 to
20 September ~~24~~22, 2014. If you file a Proof of Claim and request exclusion, the Proof of Claim will be
21 processed and your request for exclusion will be invalid.

22 The Judgment, whether favorable or not, will bind all Class Members who do not request
23 exclusion.

24 **16. How do I tell the Court that I do not like the Settlement?**

25 At the date, time, and location stated in Section 19 below, the Court will hold a Settlement
26 Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider
27 the Plan of Allocation, Class Counsel's request for an award of attorneys' fees and expenses, and
28 service awards to the Class Representatives.

If you have not submitted a timely request for exclusion and wish to object to the fairness,
reasonableness or adequacy of the Stipulation or the proposed Settlement, or the Plan of Allocation or
to the award of attorneys' fees and expenses or the service awards, you must mail a written objection to
Class Counsel at the ~~addresses~~address set forth below by First-Class Mail, postage prepaid, and
postmarked no later than [INSERT DATE]. Objections must be mailed and cannot be submitted
electronically.

CLASS COUNSEL

Jeffrey D. Light
ROBBINS GELLER RUDMAN
& DOWD LLP
655 West Broadway, Suite 1900

Geoffrey Johnson
SCOTT+
SCOTT,
ATTORNEYS

San Diego, CA 92101

ATLAW, LLP
12434 Cedar
Road, Suite 12
Cleveland
Heights, OH
44106

If you wish to object, your written objections must state: (a) “*In re King Digital Entertainment plc Shareholder Litigation*, Lead Case No. CGC-15-544770”; (b) the full name, address, and telephone number of the person objecting; and (c) in clear and concise terms, the legal and factual arguments supporting the objection, including a short statement of facts demonstrating that the person objecting is a Class Member. If you object and desire to present evidence at the Settlement Fairness Hearing, you must include copies of any exhibits you intend to introduce into evidence. You may, but need not, hire a lawyer of your choosing to write and serve your objection. If you do make your objection through a lawyer, you will be responsible for your personal attorney’s fees and costs.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL HAVE WAIVED ALL OBJECTIONS. YOU WILL NOT BE ENTITLED TO SPEAK AT THE SETTLEMENT FAIRNESS HEARING. AND YOU WILL NOT BE ABLE TO APPEAL FROM ANY FINAL JUDGMENT APPROVING THE SETTLEMENT.

If you submit a written objection, you may appear at the Settlement Fairness Hearing, either in person or through personal counsel hired at your expense, to object to the Settlement, the Plan of Allocation, Class Counsel’s request for an award of attorneys’ fees and expenses, and service awards to Class Representatives. You are not required, however, to appear and the Court will still consider your objection.

17. What is the difference between excluding myself and objecting to the Settlement?

Objecting is simply telling the Court that you do not like something about the Settlement, the Plan of Allocation, the requested award of attorneys’ fees and expenses and/or the service awards to Class Representatives. You can object only if you stay in the Settlement. Excluding yourself is telling the Court that you don’t want to be part of the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

18. What is the Settlement Fairness Hearing?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Settlement Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, and adequate, to consider the Plan of Allocation, to consider the award of attorneys’ fees and expenses to Class Counsel, and to consider the request for service awards to the Class Representatives.

19. When and where is the Settlement Fairness Hearing?

On **[insert date of hearing]**, a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement’s fairness, the Plan of Allocation’s fairness, the fairness of Class Counsel’s request for an award of attorneys’ fees and expenses, and the fairness of the service awards to Class Representatives. The hearing will take place before the Honorable Curtis E.A. Karnow in Department

1 304 of the San Francisco County Superior Court, located at the Civic Center Courthouse, 400
2 McAllister Street, San Francisco, CA 94102.

3 The hearing may be postponed to a different date or time or location without notice. Please
4 check www.kingdigitalshareholdersettlement.com or call Rick Nelson, a representative of Class
5 Counsel, toll-free at 1-800-449-4900 for any updates about the Settlement Fairness Hearing specifically.
6 If the date or time of the Settlement Fairness Hearing changes, an update to the Settlement website or a
7 call to Rick Nelson will be the only way you will be informed of the change.

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13 **20. May I speak at hearing?**

14 At the hearing, the Court will be available to hear any objections and arguments concerning the
15 fairness of the Settlement, the Plan of Allocation, Class Counsel’s request for an award of attorneys’
16 fees and expenses and Class Representative service awards.

17 You may attend, but you do not have to and the Court will still consider your objection. As
18 described above in Section 16, you may speak at the Settlement Fairness Hearing only if you have
19 ~~timely filed with the Court and served~~ [mailed](#) Class Counsel ~~with a written objection and written notice~~
20 ~~of your intent to appear at the Settlement Fairness Hearing.~~

21 If you have requested exclusion from the Class, however, you will not be allowed to speak at the
22 Settlement Fairness Hearing.

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28 **21. How do I get more information?**

29 To obtain a copy of the Stipulation, the Court’s Preliminary Approval Order, and the operative
30 complaint filed in the Litigation, or to access the Proof of Claim, you can visit the Settlement website
31 located at www.kingdigitalshareholdersettlement.com. In addition, the papers in support of final
32 approval of the Settlement, the Plan of Allocation and the request for an award of attorneys’ fees and
33 expenses shall be posted to the website after they are filed on **[insert date]**.

34 Alternatively, you may contact the Claims Administrator by telephone at 1-866-664-1678, or by
35 mail at: “*King Digital Shareholder Litigation*,” Claims Administrator, c/o Gilardi & Co. LLC, P.O. Box
36 30247, College Station, TX 77842-3247.

37 This description of the Litigation is general and does not cover all of the issues and proceedings
38 that have occurred. In order to see the complete file, you may access the file online at
39 www.sfsuperiorcourt.org/online-services and enter Case No. CGC-15-544770. You may also visit the
40 Clerk’s office at the San Francisco County Superior Court, located at the Civic Center Courthouse, 400
41 McAllister Street, San Francisco, CA 94102. The Clerk will tell you how to obtain the file for
42 inspection and copying at your own expense.

43 You may also contact a representative of Class Counsel: Rick Nelson, Shareholder Relations,
44 Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-
45 449-4900 for more information about the Settlement or the Litigation.

46
47
48 **22. What if my address or other information has changed or changes after I
submit a Proof of Claim?**

It is your responsibility to inform the Claims Administrator of your updated information. You
may do so at the address below:

1 *King Digital Shareholder Litigation*
2 Claims Administrator
3 c/o Gilardi & Co. LLC
4 P.O. Box 30247
5 College Station, TX 77842-3247
6 (1-866-664-1678)
7 ~~{Email Address}~~
8 classact@gilardi.com

9 **DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE**
10 **LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.**

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

12 If you hold any King ordinary shares purchased from March 26, 2014 to September 22, 2014, as
13 a nominee for a beneficial owner, then, within ten (10) days after you receive this Notice, you must
14 either: (1) send a copy of this Notice by First-Class Mail to all such Persons; or (2) provide a list of the
15 names and addresses of such Persons to the Claims Administrator:

16 *King Digital Shareholder Litigation*
17 Claims Administrator
18 c/o Gilardi & Co. LLC
19 P.O. Box 30247
20 College Station, TX 77842-3247

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

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

29 DATED: _____

30 BY ORDER OF THE SUPERIOR COURT OF
31 CALIFORNIA, COUNTY OF SAN FRANCISCO
32 HONORABLE CURTIS E.A. KARNOW

EXHIBIT 3

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 SHAWN A. WILLIAMS (213113)
Post Montgomery Center
3 One Montgomery Street, Suite 1800
San Francisco, CA 94104
4 Telephone: 415/288-4545
415/288-4534 (fax)
5 - and -
6 JAMES I. JACONETTE (179565)
655 West Broadway, Suite 1900
San Diego, CA 92101
7 Telephone: 619/231-1058
619/231-7423 (fax)

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

8 Lead Counsel for Plaintiffs
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN FRANCISCO

12 In re KING DIGITAL ENTERTAINMENT plc)
13 SHAREHOLDER LITIGATION)

Lead Case No. CGC-15-544770

) CLASS ACTION

14 This Document Relates To:)
15)

) PROOF OF CLAIM AND RELEASE

16 ALL ACTIONS.)

) EXHIBIT A-2

17 Assigned for All Purposes to the
18 Honorable Curtis E.A. Karnow
Dept. 304
Date Action Filed: 03/17/15

1 **I. GENERAL INSTRUCTIONS**

2 1. To recover as a Class Member based on your claims in the action entitled *In re King*
3 *Digital Entertainment plc Shareholder Litigation*, Lead Case No. CGC-15-544770 (the “Litigation”),
4 YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED PROOF OF CLAIM ~~AND~~
5 ~~RELEASE~~ FORM (“CLAIM FORM”), ACCOMPANIED BY COPIES OF THE DOCUMENTS
6 REQUESTED HEREIN, **ON OR BEFORE** _____, **201**_, ADDRESSED AS FOLLOWS:

7 *King Digital Shareholder Litigation*
8 Claims Administrator
9 c/o Gilardi & Co. LLC
10 P.O. Box 30247
11 College Station, TX 77842-3247
12 www.kingdigitalshareholdersettlement.com

13 2. Submission of this Claim Form, however, does not assure that you will share in the
14 proceeds of the settlement of the Litigation.

15 3. If you are a Class Member and you did not timely request exclusion in connection with
16 the proposed settlement, you are bound by the terms of any judgment entered in the Litigation,
17 including the releases provided therein, **WHETHER OR NOT YOU SUBMIT A CLAIM FORM.**

18 **II. CLAIMANT IDENTIFICATION**

19 If you purchased ordinary shares of King Digital Entertainment plc (“King” or the “Company”)
20 from March 26, 2014 to September 22, 2014, use Part I of this form entitled “Claimant Identification”
21 to list the claimant name, mailing address, and account information if relevant (such as for a claim
22 submitted on behalf of an IRA, Trust, or estate account). Please list the most current claimant or
23 account name as you would like the information to appear on the check, if eligible for payment. Please
24 also provide a telephone number and/or e-mail address, as the Claims Administrator may need to
25 contact you with questions about the claim submitted. If your Claimant Identification information
26 changes, please notify the Claims Administrator in writing at the address above.

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

1 documents or other documents which provide you with the authority to submit the claim. Please also
2 indicate your representative capacity under your signature on page __ of this Claim Form.

3 **III. CLAIM FORM**

4 Use Part II of this form entitled “Schedule of Transactions in King Ordinary Shares” to supply
5 all required details of your transaction(s). If you need more space or additional schedules, attach
6 separate sheets giving all of the required information in substantially the same form. Sign and print or
7 type your name on each additional sheet.

8 On the schedules, provide all of the requested information with respect to all of your purchases
9 of King ordinary shares which took place from March 26, 2014 to September 22, 2014 (the “Class
10 Period”), and *all* of your sales of King ordinary shares which took place from March 26, 2014 through
11 and including ~~the date you submit your Claim Form~~ [February 22, 2016](#), whether such transactions
12 resulted in a profit or a loss. You must also provide all of the requested information with respect to *all*
13 of the ordinary shares of King you held at the close of trading on March 16, 2015 [and February 22,](#)
14 [2016](#). Failure to report all such transactions may result in the rejection of your claim.

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

17 The date of covering a “short sale” is deemed to be the date of purchase of King ordinary shares.
18 The date of a “short sale” is deemed to be the date of sale of King ordinary shares.

19 **COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF**
20 **YOUR TRANSACTIONS IN KING ORDINARY SHARES SHOULD BE ATTACHED TO**
21 **YOUR CLAIM. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY**
22 **VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

In re King Digital Entertainment plc Shareholder Litigation

Lead Case No. CGC-15-544770

PROOF OF CLAIM ~~AND RELEASE~~

**Must Be Postmarked or Submitted Online at www.kingdigitalshareholdersettlement.com No
Later than:**

_____, 201_

Please Type or Print

**REMEMBER TO ATTACH COPIES OF BROKER CONFIRMATIONS OR OTHER
DOCUMENTATION OF YOUR TRANSACTIONS IN KING ORDINARY SHARES.
FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF
YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.**

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PART I: CLAIMANT IDENTIFICATION

Last Name	M.I.	First Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Last Name (Co-Beneficial Owner)	M.I.	First Name (Co-Beneficial Owner)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="radio"/> IRA <input type="radio"/> Joint Tenancy <input type="radio"/> Employee <input type="radio"/> Individual <input type="radio"/> Other _____ (specify)		
Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA		
<input type="text"/>		
Trustee/Asset Manager/Nominee/Record Owner's Name (If Different from Beneficial Owner Listed Above)		
<input type="text"/>		
Account#/Fund# (Not Necessary for Individual Filers)		
<input type="text"/>		

Social Security Number	or	Taxpayer Identification Number
<input type="text"/> - <input type="text"/> - <input type="text"/>		<input type="text"/> - <input type="text"/>
Telephone Number (Primary Daytime)		Telephone Number (Alternate)
<input type="text"/> - <input type="text"/> - <input type="text"/>		<input type="text"/> - <input type="text"/> - <input type="text"/>
Email Address		
<input type="text"/>		

MAILING INFORMATION

Address		
<input type="text"/>		
Address		
<input type="text"/>		
City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
Foreign Province	Foreign Postal Code	Foreign Country Name/Abbreviation
<input type="text"/>	<input type="text"/>	<input type="text"/>

1 PART II: SCHEDULE OF TRANSACTIONS IN KING ORDINARY SHARES

2 A. Purchases of King ordinary shares (March 26, 2014 – September 22, 2014):

3

Trade Date Month Day Year	Number of Shares Purchased	Total Purchase Price
4 1. _____	1. _____	1. _____
5 2. _____	2. _____	2. _____
6 3. _____	3. _____	3. _____

7

8 IMPORTANT: If any purchase listed covered a “short sale,” please mark Yes:

9 Yes

10 B. Sales of King ordinary shares (March 26, 2014 – ~~the date you submit your Claim~~
11 ~~Form~~ February 22, 2016):

12

Trade Date Month Day Year	Number of Shares Sold	Total Sales Price
13 1. _____	1. _____	1. _____
14 2. _____	2. _____	2. _____
15 3. _____	3. _____	3. _____

16

17 C. Number of ordinary shares of King held at the close of trading on March 16, 2015:

18 ~~YOU MUST READ AND SIGN THE RELEASE ON PAGE _____. FAILURE TO SIGN THE~~
19 ~~RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR~~
20 ~~CLAIM.~~

1 **IV. SUBMISSION TO JURISDICTION OF COURT AND**
2 **ACKNOWLEDGMENTS**

3 1. I (We) submit this Claim Form under the terms of the Stipulation of Settlement
4 described in the Notice. I (We) also submit to the jurisdiction of the Superior Court of the State of
5 California, County of San Francisco, with respect to my (our) claim as a Class Member ~~and for~~
6 ~~purposes of enforcing the release set forth herein.~~ I (We) further acknowledge that I am (we are) bound
7 by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to
8 furnish additional information to the Claims Administrator to support this claim if requested to do so. I
9 (We) have not submitted any other claim covering the same purchases or sales of King ordinary shares
10 during the relevant period and know of no other person having done so on my (our) behalf.

11 ~~V. — RELEASE~~

12 ~~1. — I (We) hereby acknowledge that I (we) fully and finally release any and all claims (both~~
13 ~~known and unknown) against Defendants and their Related Persons arising out of, relating to, or in~~
14 ~~connection with both: (i) the facts, events, transactions, acts, occurrences, statements, representations,~~
15 ~~misrepresentations, or omissions which were alleged or could have been alleged in the Litigation; and~~
16 ~~(ii) the purchase or acquisition, holding, sale or disposition of King's ordinary shares from the date of~~
17 ~~King's initial public offering on March 26, 2014 to September 22, 2014, except for any claims to~~
18 ~~enforce the Stipulation. — The Stipulation, available on the Internet at the website~~
19 ~~www.kingdigitalshareholdersettlement.com, contains the full terms of the release.~~

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

23 2. ~~3.~~ I (We) hereby warrant and represent that I (we) have included information about all of
24 my (our) purchases of King ordinary shares which took place from March 26, 2014 to September 22,
25 2014, and all of my (our) sales of King ordinary shares which took place from March 26, 2014 through
26 and including ~~the date I (we) submit this Claim Form~~ February 22, 2016, as well as the number of
27 ordinary shares of King held by me (us) at the close of trading on March 16, 2015 and February 22,
28 2016.

1 I (We) declare under penalty of perjury under the laws of the ~~United States of America~~ State of
2 California that ~~all of~~ the foregoing ~~information supplied on this Claim Form by the undersigned~~ is true
3 and correct.

4 Executed this _____ day of _____ in _____
5 (Month/Year) ~~(City, State/Country)~~

6 _____
7 (Sign your name here)

8 _____
9 (Type or print your name here)

10 _____
11 (Capacity of person(s) signing, e.g., Beneficial
12 Purchaser, Executor, or Administrator)

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

15 Reminder Checklist:

- 16 1. Please sign the above release and declaration.
- 17 2. Remember to attach copies of supporting documentation.
- 18 3. **Do not send** originals of certificates or other documentation as they will not be
19 returned.
- 20 4. Keep a copy of your Claim Form and all supporting documentation for your records.
- 21 5. If you desire an acknowledgment of receipt of your Claim Form, please send it
22 Certified Mail, Return Receipt Requested.
- 23 6. If you move, please send your new address to the address below.
- 24 7. **Do not use red pen or highlighter** on the Claim Form or supporting documentation.

25 **THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR IF MAILED POSTMARKED**
26 **NO LATER THAN _____, 201_, ADDRESSED AS FOLLOWS:**

27 *King Digital Shareholder Litigation*
28 Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 30247
College Station, TX 77842-3247
www.kingdigitalshareholdersettlement.com

EXHIBIT 4

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 SHAWN A. WILLIAMS (213113)
Post Montgomery Center
3 One Montgomery Street, Suite 1800
San Francisco, CA 94104
4 Telephone: 415/288-4545
415/288-4534 (fax)
5 - and -
6 JAMES I. JACONETTE (179565)
655 West Broadway, Suite 1900
San Diego, CA 92101
7 Telephone: 619/231-1058
619/231-7423 (fax)

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

8 Lead Counsel for Plaintiffs
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN FRANCISCO

12 In re KING DIGITAL ENTERTAINMENT plc)
13 SHAREHOLDER LITIGATION)

Lead Case No. CGC-15-544770

) CLASS ACTION

14 This Document Relates To:)
15)

16 ALL ACTIONS.)

[PROPOSED] ORDER PRELIMINARILY
APPROVING SETTLEMENT AND
PROVIDING FOR NOTICE

17 Assigned for All Purposes to the
Honorable Curtis E.A. Karnow
Dept. 304
18 Date Action Filed: 03/17/15
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1 WHEREAS, the parties to the above-entitled action (the “Litigation”) entered into a Stipulation
2 of Settlement dated October 31, 2016 (the “Stipulation” or “Settlement”), which is subject to review by
3 this 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 WHEREAS, upon stipulation of the parties, by Order dated June 9, 2016, the Court certified a
8 class as to the Section 11 and 15 claims brought pursuant to the Securities Act of 1933 on behalf of all
9 persons and entities who purchased King Digital Entertainment plc (“King”) ordinary shares from
10 March 26, 2014, to September 22, 2014, and who sold those shares at a loss (the “Class”); certified
11 plaintiffs Sean Debotte, Michael M. Nunes, Theodore Eyking, and City of Taylor Police and Fire
12 Retirement System as Class Representatives; and designated Robbins Geller Rudman & Dowd LLP and
13 Scott + Scott, Attorneys at Law, LLP to act as Class Counsel;

14 WHEREAS, all capitalized terms used in this Order that are not otherwise defined herein have
15 the meanings defined in the Stipulation;

16 NOW, THEREFORE, IT IS HEREBY ORDERED, this ___ day of _____ 2016, that:

17 1. The Court preliminarily finds that the Settlement is within the reasonable range of that
18 which could receive final approval.

19 2. A hearing (the “Settlement Fairness Hearing”) is hereby scheduled to be held before the
20 Court on _____, ~~2016~~2017, at ___:___ .m. [at least 85 calendar days after the Notice Date
21 identified in ¶5(a) of this Order], for the following purposes:

22 (a) to determine whether the proposed Settlement is fair, reasonable, and adequate,
23 and should be approved by the Court;

24 (b) to determine whether the Judgment as provided under the Stipulation should be
25 entered;

26 (c) to determine whether the proposed Plan of Allocation should be approved by the
27 Court as fair, reasonable, and adequate;

1 (d) to consider Class Counsel’s application for an award of attorneys’ fees and
2 expenses;

3 (e) to consider Class Representatives’ request for the payment of service awards for
4 their efforts in bringing and prosecuting this Litigation on behalf of the Class; and

5 (f) to rule upon such other matters as the Court may deem appropriate.

6 3. The Court reserves the right to approve the Settlement with or without modification and
7 with or without further notice to the Class and may adjourn, postpone or continue the Settlement
8 Fairness Hearing without further notice to the Class. The Court reserves the right to enter the Judgment
9 approving the Settlement regardless of whether it has approved the Plan of Allocation, Class Counsel’s
10 request for an award of attorneys’ fees and expenses and the payment of service awards to Class
11 Representatives for their efforts in bringing and prosecuting this Litigation on behalf of the Class.

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

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

17 (a) The Claims Administrator shall cause the Notice and the Proof of Claim (“Claim
18 Package”), substantially in the forms annexed hereto, to be mailed, by First-Class Mail, postage
19 prepaid, ~~within twenty one (21) on or before~~ _____, 2017 [21] calendar days after entry of this
20 Order] (“Notice Date”), to all Class Members who can be identified with reasonable effort and to be
21 posted on www.kingdigitalshareholdersettlement.com (“Website”). Within ten (10) business days after
22 entry of this Order, King, at its expense, shall promptly make, or cause to be made, the last known
23 addresses, or other identifying information, of persons and entities who purchased King ordinary shares
24 from March 26, 2014 to September 22, 2014, as set forth in the books and records regularly maintained
25 by King’s transfer agent, available to the Claims Administrator for the purpose of identifying and giving
26 notice to the Class.

1 (b) The Claims Administrator shall cause the Summary Notice to be published once
2 in the national edition of *The Wall Street Journal*, and once over the *PR Newswire*, ~~within~~ on or before
3 _____, 2017 [ten (10) calendar days after the ~~mailing of the~~ Notice Date].

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

6 (a) The Claims Administrator shall send the Claim Package and appropriate cover
7 letter to each entity included on a proprietary list of approximately 250 brokers, banks and other
8 institutions that hold securities for the benefit of their clients (“Nominee Holders”) maintained by the
9 Claims Administrator.

10 (b) The Claims Administrator shall send a Claim Package and appropriate cover
11 letter to each financial institution registered with the U.S. Securities and Exchange Commission as a
12 potential Nominee Holder.

13 (c) The Claims Administrator shall send a cover letter accompanying the Claim
14 Package to each Nominee Holder that will notify the Nominee Holders of the pendency of this
15 Litigation as a class action and proposed settlement and inform them of their obligation to either
16 provide the names and addresses of their clients who may be Class Members or request copies of the
17 Claim Package to provide directly to their customers and clients who may be Class Members.

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

22 (e) All name and address data obtained by the Claims Administrator shall be
23 reviewed to identify and eliminate exact duplicates and incomplete data prior to mailing. Addresses
24 shall be checked against the United States Postal Service’s National Change of Address database to
25 identify address changes and obtain current mailing addresses where available. Any Claim Packages
26 that are returned as undeliverable mail shall be reviewed to determine if an alternative or updated
27 address is available from the Postal Service, and shall be re-mailed to the updated or alternative address.

1 In cases where no address is available from the Postal Service, the Claims Administrator shall attempt
2 to obtain updated or alternative address information from private databases, and shall re-mail the Claim
3 Package if such information is available.

4 (f) The Claims Administrator shall provide ~~several~~ three supplemental notification
5 letters to any Nominee Holder who does not respond to the initial request for potential Class Member
6 names and addresses.

7 (g) The Claims Administrator shall cause the Claim Package to be published by the
8 Depository Trust Corporation (“DTC”) on the DTC Legal Notice System.

9 (h) The Claims Administrator shall cause the Claim Package to be provided
10 electronically to approximately 450 institutions that monitor securities class actions for their investor
11 clients and regularly act on their behalf in these matters.

12 (i) The Claims Administrator shall maintain a toll-free number to accommodate
13 potential Class Members’ inquiries throughout the notification and claims processing period.

14 (j) In addition to the Claim Package, the Claims Administrator shall post the
15 Stipulation, the Notice, the Proof of Claim, this Order, and the operative complaint on the Website. The
16 Claims Administrator shall also post to the Website ~~the all~~ papers in support of preliminary approval of
17 the Settlement. In addition, the Claims Administrator shall post to the Website all papers in support of
18 final approval of the Settlement, the Plan of Allocation, and the request for an award of attorneys’ fees
19 and expenses after they are filed. The Website shall provide summary information regarding the case
20 and the Settlement and highlight important dates, including the date of the Settlement Fairness Hearing.
21 All posted documents shall be available for downloading from the Website.

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

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

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

5 (a) Within ninety (90) days after ~~such time as set by the Court to mail~~ the Notice ~~to~~
6 ~~the Class~~Date, each Person claiming to be an Authorized Claimant shall be required to submit to the
7 Claims Administrator a completed Proof of Claim, substantially in a form contained in Exhibit A-2
8 attached hereto and as approved by the Court, signed under penalty of perjury. If mailed, it must be
9 sent to the Claims Administrator by First-Class Mail, postage prepaid and postmarked, or must be filled
10 out and submitted on the Internet at the Website, no later than _____, ~~201~~2017 [90 calendar
11 days after the Notice Date].

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

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

22 10. Class Members shall be bound by all determinations and judgments in this Litigation,
23 whether favorable or unfavorable, unless they request exclusion from the Class in a timely and proper
24 manner, as hereinafter provided. A Class Member wishing to make such request shall, no later than
25 _____, 2017 [sixty (60) calendar days after the Notice Date], mail a request for exclusion in written
26 form by First-Class Mail postmarked to the address designated in the Notice. Such request for exclusion
27 shall indicate the name, address and telephone number of the person seeking exclusion, the name and case

1 number of the litigation, that the person requests to be excluded from the Class, and must be signed by
2 such person. Such persons requesting exclusion also must state the number of King ordinary shares they
3 purchased during the Class Period although if the number of shares purchased is not correct, it will not
4 make the request for exclusion invalid. The request for exclusion shall not be effective unless it is made
5 in writing within the time stated above and contains all the required information. Class Members
6 requesting exclusion from the Class shall not be bound by the Settlement and shall not be entitled to
7 receive any payment out of the Net Settlement Fund as described in the Stipulation and Notice.

8 11. Not later than fourteen (14) calendar days before the Settlement Fairness Hearing, the
9 Claims Administrator must prepare a list of the persons who have excluded themselves from the Class in a
10 valid and timely manner and must deliver that list to Class Counsel who will file that list with the Court
11 and serve on Defendants' counsel.

12 12. The Court will consider objections to the Settlement, the Plan of Allocation, the payment
13 of service awards to Class Representatives for their time and expenses in representing the Class, and/or
14 the award of attorneys' fees and expenses. Any person wanting to object must send a written statement
15 objecting to the Settlement, the Plan of Allocation, Class Counsel's application for an award of
16 attorneys' fees and expenses, and Class Representatives' request for service awards for their time and
17 expenses in representing the Class. This written statement must include: (i) name of the case, *In re*
18 *King Digital Entertainment plc Shareholder Litigation*, Lead Case No. CGC-15-544770, (ii) the full
19 name, address and telephone number of the person objecting, (iii) in clear and concise terms, the legal
20 and factual arguments supporting the objection, and (iv) a short statement of facts demonstrating that
21 the person objecting is a Class Member. The objection must be mailed by First-Class Mail, postage
22 prepaid, and postmarked no later than _____, ~~2017~~, ~~upon the following~~ 2017 [60 calendar days
23 after the Notice Date], to: Jeffrey D. Light, Robbins Geller Rudman & Dowd LLP, 655 West
24 Broadway, Suite 1900, San Diego, CA 92101, ~~and Geoffrey Johnson, Scott + Scott, Attorneys at Law,~~
25 ~~LLP, 12434 Cedar Road, Suite 12, Cleveland Heights, OH 44106~~, on behalf of the Class
26 Representatives and the Class. Persons who object to the Settlement, the Plan of Allocation, or the
27 request for an award of attorneys' fees and expenses and/or the request for the payment of Class
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1 Representatives' service awards for time and expenses in representing the Class and desire to present
2 evidence at the Settlement Fairness Hearing must include in their written objections copies of any
3 exhibits they intend to introduce into evidence at the Settlement Fairness Hearing. ~~If an objector hires~~
4 ~~an attorney to represent him, her or it for the purposes of making an objection, the attorney must both~~
5 ~~effect service of a notice of appearance on counsel listed above and file it with the Court by no later~~
6 ~~than _____, 201__.~~ A Class Member who files a written objection does not have to appear at
7 the Settlement Fairness Hearing for the Court to consider his, her or its objection.

8 13. All papers in support of the Settlement, the Plan of Allocation, and any application by
9 Class Counsel for attorneys' fees and expenses and payment of Class Representatives' service awards
10 shall be filed on _____, 2017 [fourteen (14) calendar days prior to the deadline in ¶12 for
11 objections to be filed]. All reply papers shall be filed and served at least seven (7) calendar days prior
12 to the Settlement Fairness Hearing.

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

16 15. Defendants' counsel and Class Counsel shall promptly furnish each other with copies of
17 any and all objections that come into their possession.

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

23 17. If any specified condition to the Settlement set forth in the Stipulation is not satisfied and
24 Class Representatives or Defendants elect to terminate the Settlement then, in any such event, the
25 Stipulation, including any amendment(s) thereof, shall be null and void, of no further force or effect
26 (except to the extent otherwise expressly provided for in the Stipulation) without prejudice to any party,
27 and may not be introduced as evidence or referred to in any action or proceeding by any person or entity

1 for any purpose, and each party shall be restored to his, her or its respective position as it existed on
2 August 23, 2016.

3 18. The Court may adjourn, continue or postpone the Settlement Fairness Hearing without
4 further notice to the Class.

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

9 20. As soon as practicable following completion of the Claims Administrator’s processing of
10 claims, Class Counsel will file a motion for entry of a Class Distribution Order in accordance with ¶5.10
11 of the Stipulation.

12 IT IS SO ORDERED.

13 DATED: _____

14 HONORABLE CURTIS E.A. KARNOW
15 JUDGE OF THE SUPERIOR COURT
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DECLARATION OF SERVICE BY MAIL & EMAIL

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 December 28, 2016, declarant served the CLASS REPRESENTATIVES’ RESPONSE TO THE COURT’S NOVEMBER 17, 2016 TENTATIVE RULING ON MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION 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.

4. Also, on December 28, 2016, declarant served the CLASS REPRESENTATIVES’ RESPONSE TO THE COURT’S NOVEMBER 17, 2016 TENTATIVE RULING ON MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT via electronic mail on all parties listed on the attached Service List.

I declare under penalty of perjury that the foregoing is true and correct. Executed on December 28, 2016, at San Diego, California.



JACLYN STARK

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KING DIGITAL

Service List - 12/28/2016 (15-0032)

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