

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

GE DANDONG; LOH TUCK WOH PETER;  
SINGAPORE GOVERNMENT STAFF CREDIT  
COOPERATIVE SOCIETY, LTD; NI YAN AMY;  
ANG SOO CHENG; CHOH GEK HONG  
JOHNSON; NG SHOOK PHIN SUSAN; and  
ZHAO YUZHENG,

10 Civ. 8086 (JMF) (GWG)

Plaintiffs,

-vs.-

PINNACLE PERFORMANCE LIMITED;  
MORGAN STANLEY ASIA (SINGAPORE) PTE;  
MORGAN STANLEY & CO. INTERNATIONAL  
PLC; MORGAN STANLEY CAPITAL SERVICES  
INC.; MORGAN STANLEY & CO. INC.; and  
MORGAN STANLEY,

Defendants.

**NOTICE OF PENDENCY OF CLASS ACTION LAWSUIT AND PROPOSED SETTLEMENT**

**A Federal Court Authorized This Notice.<sup>1</sup> This Is Not A Solicitation From A Lawyer.**

TO: ALL PERSONS WHO PURCHASED DURING THE PERIOD JANUARY 1, 2006 THROUGH DECEMBER 31, 2010 PINNACLE NOTES SERIES 1, 2, 3, 6, 7, 9 AND/OR 10 PURSUANT TO THE OFFERING DOCUMENTS AT THE TIME OF THE INITIAL OFFERING, INCLUDING ANY AND ALL OF THEIR RESPECTIVE SUCCESSORS-IN-INTEREST, PREDECESSORS, LEGAL REPRESENTATIVES, TRUSTEES, EXECUTORS, ADMINISTRATORS, HEIRS, ASSIGNEES, OR TRANSFEREES, IMMEDIATE AND REMOTE, AND ANY PERSON OR ENTITY ACTING FOR OR ON BEHALF OF, OR CLAIMING UNDER, ANY OF THEM, AND EACH OF THEM, BUT EXCLUDING DEFENDANTS (AS DEFINED BELOW), DEFENDANTS' EXECUTIVE OFFICERS AND DIRECTORS, AND, AT ALL RELEVANT TIMES, THE MEMBERS OF THEIR IMMEDIATE FAMILIES, ANY TRUST, PARTNERSHIP, CORPORATION, OR ENTITY IN WHICH A DEFENDANT OR ITS EXECUTIVE OFFICERS OR DIRECTORS OR THEIR IMMEDIATE FAMILY MEMBERS HAS A CONTROLLING INTEREST, THE SINGAPOREAN DISTRIBUTORS OF THE PINNACLE NOTES, including, without limitation, CIMB-GK Securities Pte. Ltd., DMG & Partners Securities Pte. Ltd., Kim Eng Securities Pte. Ltd., OCBC Securities Pte. Ltd., Phillip Securities Pte. Ltd., Malayan Banking Berhad, UOB Kay Hian Pte. Ltd., DBS Vickers Securities (Singapore) Pte. Ltd., Hong Leong Finance Limited, and RHB Bank Berhad, AND THE LEGAL REPRESENTATIVES, AGENTS, AFFILIATES, HEIRS, SUCCESSORS, AND ASSIGNS OF THE ABOVE.<sup>2</sup>

- PLEASE READ THIS NOTICE CAREFULLY.
- IF YOU WISH TO COMMENT IN FAVOR OF THE SETTLEMENT OR OBJECT TO THE SETTLEMENT, YOU MUST FOLLOW THE DIRECTIONS IN THIS NOTICE.
- YOU MAY BE ELIGIBLE TO RECEIVE MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.
- YOUR LEGAL RIGHTS MAY BE AFFECTED BY THIS LAWSUIT.
- TO RECEIVE MONEY FROM THIS SETTLEMENT, YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE FORM ("CLAIM FORM") POSTMARKED OR SUBMITTED BY EMAIL ON OR BEFORE JUNE 2, 2015.
- IF YOU DO NOT WISH TO PARTICIPATE IN THE SETTLEMENT, YOU MAY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT BY SUBMITTING A VALID REQUEST FOR EXCLUSION FORM THAT MUST BE POSTMARKED ON OR BEFORE JUNE 2, 2015.
- IF YOU RECEIVED THIS NOTICE ON BEHALF OF A SETTLEMENT CLASS MEMBER WHO IS DECEASED, YOU SHOULD PROVIDE THE NOTICE TO THE AUTHORIZED LEGAL REPRESENTATIVE OF THAT SETTLEMENT CLASS MEMBER.

This Notice is being sent pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Southern District of New York (the "District Court") to inform you: (a) of a class action lawsuit that is pending in the District Court under the above caption (the "Action") against (i) Pinnacle Performance Limited, (ii) Morgan Stanley Asia (Singapore) Pte., (iii) Morgan Stanley & Co. International plc, (iv) Morgan Stanley Capital Services Inc., (v) Morgan Stanley & Co. Inc., and (vi) Morgan Stanley (collectively, the "Defendants"); (b) that the Action has been certified by the District Court to proceed as a class action on behalf of the Class of certain purchasers

<sup>1</sup> A copy of this Notice may be found at [www.PinnacleNoteSettlement.com](http://www.PinnacleNoteSettlement.com).

<sup>2</sup> All capitalized terms that are not defined in this Notice have the meaning ascribed to them in the Settlement Agreement (the "Stipulation") dated November 7, 2014, which is available on the website established for the Settlement at [www.PinnacleNoteSettlement.com](http://www.PinnacleNoteSettlement.com).

of Pinnacle Notes<sup>3</sup>; and (c) a proposed settlement (the “Settlement”) has been reached by the Parties in the Action. The District Court has preliminarily approved the Settlement, whose terms are set forth in the Stipulation, which is available at [www.PinnacleNoteSettlement.com](http://www.PinnacleNoteSettlement.com). You have received this Notice because the Parties’ records indicate that you are a member of the Class. This Notice is designed to inform you of your rights, how you can submit a Claim Form, and how you can comment in favor of the Settlement or object to the Settlement. If the Settlement is finally approved by the District Court, the Settlement will be binding upon you, unless you exclude yourself, even if you do not submit a Claim Form to obtain money from the Net Settlement Fund and even if you object to the Settlement. The Settlement resolves the Class’s claims asserted against all the Defendants.

There will be a hearing on the Settlement (the “Settlement Hearing”) before the Honorable Jesse M. Furman, United States District Court Judge, at 9:30 a.m. on July 2, 2015, in Courtroom 1105 of the Thurgood Marshall United States Courthouse, 40 Foley Square, New York, New York.

**THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY CLAIMS OR DEFENSES BY ANY OF THE PARTIES. IT IS BASED ON STATEMENTS OF THE PARTIES AND IS SENT FOR THE SOLE PURPOSE OF INFORMING YOU OF THE EXISTENCE OF THE LAWSUIT AND OF THE FINAL SETTLEMENT HEARING ON A PROPOSED SETTLEMENT SO THAT YOU MAY MAKE APPROPRIATE DECISIONS AS TO STEPS YOU MAY, OR MAY NOT, WISH TO TAKE IN RELATION TO THE LAWSUIT.**

## **I. BACKGROUND OF THE LAWSUIT**

During 2006 and 2007, Defendants arranged seven series of Pinnacle Notes – a type of credit derivative known as a credit-linked note – which were then sold to retail investors in Asia via distributor banks. Pinnacle Performance Limited used the principal raised from the sale of the Pinnacle Notes to investors to purchase Underlying Assets, namely, single-tranche Synthetic Collateralized Debt Obligations (“CDOs”) that were selected by Morgan Stanley & Co. International plc, and issued by a Morgan Stanley-created special purpose vehicle known as Morgan Stanley ACES SPC. These CDOs (the “MS ACES CDOs”), which were linked to the performance of a portfolio of approximately 100 CDO reference entities (“CDO REs”) that Morgan Stanley Capital Services Inc. selected, served as collateral in the event that the Pinnacle Notes’ Reference Entities (“REs”) defaulted.

On October 25, 2010, Plaintiffs filed this Action against Defendants alleging claims of fraud, fraudulent inducement, negligent misrepresentation, breach of fiduciary duty, breach of the implied covenant of good faith and fair dealing, and unjust enrichment in connection with Defendants’ structuring and issuance of the Pinnacle Notes and their Underlying Assets – the MS ACES CDOs.

On February 2, 2011, Defendants moved to dismiss the Action. On October 31, 2011, after extensive briefing on both sides, the District Court issued an Order granting in part and denying in part Defendants’ motion to dismiss. The Order dismissed the claims for negligent misrepresentation, breach of fiduciary duty, and unjust enrichment, but denied dismissal as to the claims for fraud, fraudulent inducement, and breach of the implied covenant of good faith and fair dealing. Defendants answered the Complaint on December 5, 2011.

On November 28, 2011, Defendants initiated an application for an anti-suit injunction with the High Court of the Republic of Singapore, seeking to restrain Plaintiffs from maintaining or continuing to prosecute this Action. On December 12, 2011, the District Court enjoined Defendants from pursuing their anti-suit injunction. On December 13, 2011, Defendants filed a notice of appeal to the Second Circuit Court of Appeals. On April 10, 2012, after briefing on both sides, the Second Circuit Court of Appeals affirmed the District Court’s decision, but remanded for jurisdictional discovery as to Pinnacle Performance Limited.

Discovery commenced in March 2012, which included the production and exchange of documents, the taking and defense of deposition testimony, the exchange of written discovery, and consultation with various experts.

On October 22, 2012, Plaintiffs filed the Amended Complaint. The Amended Complaint alleged claims of fraud, fraudulent inducement, and breach of the implied covenant of good faith and fair dealing, and asserted, for the first time, claims against Defendant Morgan Stanley.

On December 7, 2012, Morgan Stanley moved to dismiss the Amended Complaint and the remaining Defendants filed their Answer to the Amended Complaint. On January 4, 2013, Pinnacle Performance Limited moved to dismiss the Amended Complaint for lack of personal jurisdiction. On August 22, 2013, after briefing on both sides, the District Court granted in part and denied in part Morgan Stanley’s motion to dismiss and denied Pinnacle Performance Limited’s motion to dismiss in its entirety. With respect to Morgan Stanley’s motion to dismiss, the District Court dismissed the claim for aiding and abetting breach of the implied covenant of good faith and fair dealing but denied dismissal as to all other claims.

Meanwhile, on March 22, 2013, Plaintiffs filed a motion for class certification. On October 17, 2013, after briefing and submission of expert reports by both sides, the District Court granted Plaintiffs’ motion for class certification, appointed Plaintiffs as Class Representatives, and appointed Kirby McInerney LLP as Class Counsel. Pursuant to Rule 23(f) of the Federal Rules of Civil Procedure, Defendants thereafter filed a petition for permission to appeal the class certification order, which the Second Circuit Court of Appeals denied on March 25, 2014.

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<sup>3</sup> The “Class” as certified by the Court, consists of: All persons and entities (other than those persons and entities who timely and validly request exclusion in accordance with the requirements set forth herein) who purchased during the period January 1, 2006 through December 31, 2010, inclusive, Pinnacle Notes Series 1, Series 2, Series 3, Series 6, Series 7, Series 9, and/or Series 10 pursuant to the Offering Documents at the time of the initial offering, and who sustained compensable damages in connection with any such purchases. Excluded from the Class are (i) Defendants; (ii) any of Defendants’ Executive Officers or Directors or their immediate family members; (iii) any trust, partnership, corporation, or entity in which a Defendant or its Executive Officers or Directors or their immediate family members has a controlling interest; (iv) the Singaporean Distributors of the Pinnacle Notes, including, without limitation, CIMB-GK Securities Pte. Ltd., DMG & Partners Securities Pte. Ltd., Kim Eng Securities Pte. Ltd., OCBC Securities Pte. Ltd., Phillip Securities Pte. Ltd., Malayan Banking Berhad, UOB Kay Hian Pte. Ltd., DBS Vickers Securities (Singapore) Pte. Ltd., Hong Leong Finance Limited, and RHB Bank Berhad; and (v) the legal representatives, agents, affiliates, heirs, successors-in-interest or assigns of any such excluded party (collectively, “Excluded Persons”).

On January 31, 2014, Plaintiffs filed the Second Amended Complaint. Defendants filed their Answer to the Second Amended Complaint on February 20, 2014.

In May 2014, the Parties agreed to mediation. On July 17, 2014, the Parties participated in mediated settlement negotiations before Robert B. Davidson, Esq., the Executive Director of JAMS Arbitration Practice (the "Mediator"). With the Mediator's assistance, the Parties reached an agreement in principle to settle the Action for \$20,000,000.00 USD to be paid for the benefit of the Class.

Defendants have denied the claims asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. Defendants have agreed to the Settlement solely to eliminate the burden and expense of continued litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by any of the Defendants. The District Court has not ruled on the merits of whether the Defendants violated any other laws or rules.

Plaintiffs and Defendants, and their counsel, have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The Parties and their counsel have determined that the Settlement is fair, reasonable, adequate, and is in the best interests of the Class Members.

The Settlement creates a Settlement Fund in the amount of \$20,000,000.00 USD in cash, plus interest that accrues on the fund prior to distribution. Your recovery from the Settlement Fund will depend on (1) the number of Pinnacle Notes Series 1, 2, 3, 6, 7, 9, and/or 10 that you purchased during the period from January 1, 2006 to December 31, 2010, (2) any compensation previously paid to you and other Class Members from other sources including the Singaporean Distributors, and (3) the amount of valid claims submitted by the Class. Plaintiffs estimate that if every eligible Class Member submits a valid Claim Form, then the average distribution will be approximately \$0.28 USD for each \$1.00 USD invested before deduction of Court-approved fees and expenses. Class Members should note, however, that this is only an estimate based on the overall number of potentially affected Notes. Some Class Members may recover more or less than the amount estimated herein.

Plaintiffs and Defendants do not agree on the amount of damages that would be recoverable if the Plaintiffs were to have prevailed in the Action. The issues on which the Parties disagree include: (1) the extent to which external factors, such as the global financial crisis, caused investors' losses; (2) which jurisdiction's law governs claims that the Note Offering Documents were false or misleading; (3) whether the statements made or facts allegedly omitted were material, false, misleading, or otherwise actionable under applicable law; (4) whether investors reasonably relied on any allegedly misrepresented or omitted information in making their investment decision; and (5) the amount of damages, if any, that Class Members suffered as a result of Defendants' alleged misconduct.

Lead Counsel, who have been prosecuting this Action on a wholly-contingent basis since its inception, have not received any payment of attorneys' fees for their representation of the Class and they have advanced the funds to pay expenses necessarily incurred to prosecute the Action. Lead Counsel will apply to the District Court for an award of attorneys' fees in the amount of 30% of the Settlement Fund. In addition, Lead Counsel will apply for reimbursement of litigation expenses (exclusive of administration costs) paid or incurred in connection with the prosecution and resolution of the claims against the Defendants, in an amount not to exceed \$950,000.00 USD (which may include an application for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiffs directly related to their representation of the Class). Lead Counsel will also request awards to the Lead Plaintiffs in recognition of their time, effort, and expense on behalf of the Class. Any fees and expenses awarded by the District Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

Lead Plaintiffs and the Class are being represented by Kirby McInerney LLP. Any questions regarding the Action or the Settlement should be directed to Lead Counsel, Daniel Hume, Esq. or Meghan J. Summers, Esq. at Kirby McInerney LLP, 825 Third Avenue, 16th Floor, New York, NY 10022, or *Ge Dandong et al. v. Pinnacle Performance Limited et al.*, Claims Administrator, c/o A.B. Data, Ltd., 30 Duxton Road, #02-00, Singapore 089494.

**YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:**

<b>SUBMIT A CLAIM FORM POSTMARKED OR BY EMAIL BY JUNE 2, 2015</b>	This is the only way to be eligible to get a payment in connection with the Settlement.
<b>EXCLUDE YOURSELF FROM THE CLASS BY SUBMITTING A REQUEST FOR EXCLUSION FORM POSTMARKED NO LATER THAN JUNE 2, 2015</b>	If you exclude yourself from the Class, you will not be eligible to get any payment from the Net Settlement Fund. This is the only option that allows you to be part of any other lawsuit against any of the Defendants or the other Released Persons concerning the Released Claims (defined below).
<b>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION NO LATER THAN JUNE 11, 2015</b>	If you do not like the proposed Settlement, the proposed Plan of Distribution, or the Fee and Expense Application, you may write to the District Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Distribution, or the Fee and Expense Application unless you are a Class Member and do not exclude yourself.
<b>GO TO THE SETTLEMENT HEARING ON JULY 2, 2015 AT 9:30 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR NO LATER THAN JUNE 11, 2015</b>	Filing a written objection and notice of intention to appear allows you to speak in the District Court about the fairness of the Settlement, the Plan of Distribution, and/or the Fee and Expense Application. If you submit a written objection, you may (but do not have to) attend the hearing and speak to the District Court about your objection.

**YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:**

<b>DO NOTHING</b>	If you are a member of the Class and you do not submit a Claim Form by June 2, 2015, you will not be eligible to receive any payment from the Net Settlement Fund. You will, however, remain a member of the Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any Judgments or Orders entered by the District Court pertaining to the Action.
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**II. TERMS OF THE SETTLEMENT**

The Stipulation setting forth the terms of the Settlement provides for the following:

**A. Why Did I Get This Notice?**

This Notice is being sent to you pursuant to an order of the District Court because you, someone in your family, or an investment account for which you serve as a custodian may have purchased Pinnacle Notes during the Class Period. The District Court has directed us to send you this Notice because, as a potential Class Member, you have a right to know about your options before the District Court rules on the proposed Settlement. Additionally, you have the right to understand how a class action lawsuit may generally affect your legal rights. If the District Court approves the Settlement and the Plan of Distribution (or some other plan of allocation), the Claims Administrator selected by the Parties and approved by the Court will make payments pursuant to the Settlement and the court-approved Plan of Distribution after any objections and appeals are resolved. This Notice is also being sent to inform you of a hearing to be held by the District Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Distribution, and the Fee and Expense Application.

In a class action lawsuit, the court selects one or more people, known as class representatives, to sue on behalf of all people with similar claims, commonly known as the class or the class members. A class action lawsuit is a type of lawsuit in which the claims of a number of individuals are resolved together, thus providing the class members with both consistency and efficiency. Once the class is certified, the court must resolve all issues on behalf of the class members, except for any Persons who choose to exclude themselves from the class. In this Action, the District Court appointed Plaintiffs to serve as “Lead Plaintiffs” under a federal law governing lawsuits such as this one, and approved Plaintiffs’ selection of the law firm of Kirby McInerney LLP to serve as Class Counsel. The District Court has certified the Action to proceed as a class action and certified the Plaintiffs as representatives for the Class.

This Notice does not express any opinion by the District Court concerning the merits of any claim in the Action. The District Court has to decide whether to approve the Settlement. If the Court approves the Settlement and the Plan of Distribution, payments to Authorized Claimants will be made after any appeals are resolved, and after the completion of all claims processing. Please be patient.

**B. What Does The Settlement Provide?**

Defendants shall cause to be delivered to Class Counsel, a check in the amount of \$20,000,000.00 USD, which will earn interest for the benefit of the Class (the “Settlement Fund”), and all Class Members who do not validly exclude themselves from the Class (*see* section II.G below) will release all Released Claims (*see* section IV.B below).

**C. Am I Included In The Settlement?**

You are included in the Settlement if, during the Class Period, you purchased Pinnacle Notes Series 1, 2, 3, 6, 7, 9, and/or 10 pursuant to the Offering Documents at the time of the initial offering. Excluded from the Class are: (i) Defendants; (ii) any of Defendants’ Executive Officers or Directors or their immediate family members; (iii) any trust, partnership, corporation, or entity in which a Defendant or its Executive Officers or Directors or their immediate family members has a controlling interest; (iv) the Singaporean Distributors of the Pinnacle Notes, including, without limitation, CIMB-GK Securities Pte. Ltd., DMG & Partners Securities Pte. Ltd., Kim Eng Securities Pte. Ltd., OCBC Securities Pte. Ltd., Phillip Securities Pte. Ltd., Malayan Banking Berhad, UOB Kay Hian Pte. Ltd., DBS Vickers Securities (Singapore) Pte. Ltd., Hong Leong Finance Limited, and RHB Bank Berhad; and (v) the legal representatives, agents, affiliates, heirs, successors-in-interest or assigns of any such excluded party. Also excluded from the Class are any Persons who exclude themselves by submitting a Request for Exclusion Form in accordance with the requirements set forth in this Notice (*see* Page 6 below).

**PLEASE NOTE: RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU ARE A CLASS MEMBER AND YOU WISH TO BE ELIGIBLE TO PARTICIPATE IN THE DISTRIBUTION OF PROCEEDS FROM THE SETTLEMENT, YOU ARE REQUIRED TO SUBMIT THE CLAIM FORM THAT IS BEING DISTRIBUTED WITH THIS NOTICE AND THE REQUIRED SUPPORTING DOCUMENTATION AS SET FORTH THEREIN, POSTMARKED OR SUBMITTED BY EMAIL NO LATER THAN JUNE 2, 2015.**

**D. What Might Happen If There Were No Settlement?**

If there were no Settlement and Plaintiffs failed to establish any essential legal or factual element of their claims against the Defendants, neither they nor the Class would recover anything from the Defendants. Also, if the Defendants were successful in proving any of their defenses, the Class could recover substantially less than the amounts provided in the Settlement, or nothing at all.

**E. What Is The Legal Effect Of The Settlement On My Rights?**

If you are a member of the Class, the Settlement will affect you. If the District Court grants final approval of the Settlement, the Action will be dismissed with prejudice and all Class Members will fully release and discharge the Defendants from all claims for relief arising out of or based on Plaintiffs’ allegations. When a Person “releases” claims, that means that Person cannot sue the Defendants for any of

the claims covered by the release. If you are a Class Member and you submit a valid and timely Claim Form, you will receive a payment based upon the distribution formula described below.

#### **F. What Will I Receive From The Settlement?**

At this time, it is not possible to make any determination as to how much a Class Member may receive from the Settlement. Pursuant to the Settlement, Defendants shall cause to be delivered to Lead Counsel a check in the amount of \$20,000,000.00 USD (the "Settlement Amount"). The Settlement Amount will be deposited into an interest-bearing escrow account. If the Settlement is approved by the District Court, the Net Settlement Fund (*i.e.*, the Settlement Fund less: (a) all federal, state, and local taxes on any income earned by the Settlement Fund and the reasonable costs incurred in connection with determining the amount of and paying taxes owed by the Settlement Fund (including reasonable expenses of tax attorneys and accountants); (b) the costs and expenses incurred in connection with providing Notice to Class Members and administering the Settlement on behalf of Class Members; and (c) any attorneys' fees and expenses awarded by the District Court) will be distributed to Class Members as set forth in the proposed Plan of Distribution, or such other plan as the District Court may approve.

After approval of the Settlement by the District Court and upon satisfaction of the other conditions to the Settlement, the Net Settlement Fund will be distributed to Authorized Claimants in accordance with the Plan of Distribution approved by the District Court. Under the proposed Plan of Distribution, your share of the Net Settlement Fund will depend on: (1) the dates you purchased or sold your Pinnacle Notes; (2) the number of Pinnacle Notes purchased or sold and the price paid or received; (3) the expense of administering the claims process; (4) any attorneys' fees and expenses awarded by the District Court; (5) interest income received and taxes paid by the Settlement Fund; (6) the number of eligible Pinnacle Notes purchased by other Class Members who submit timely and valid Proof of Claim and Release Forms; (7) your Pinnacle Note recoveries from other sources, such as settlement payments received; and (8) the Recognized Losses of all other Authorized Claimants computed in accordance with the Plan of Distribution set out on this page below.

You can calculate your Recognized Loss in accordance with the formula set forth below in the proposed Plan of Distribution. In the event that the aggregate Recognized Losses of all timely and validly submitted Proof of Claim and Release Forms exceed the Net Settlement Fund, your share of the Net Settlement Fund will be proportionally less than your calculated Recognized Loss. It is unlikely that you will get a payment for all of your Recognized Loss. After all Class Members have sent in their Proof of Claim and Release Forms, the payment you get will be that proportion of the Net Settlement Fund equal to your Recognized Loss divided by the total Recognized Losses of all Settlement Class Members who submit timely and valid Proof of Claim and Release Forms (the "*Pro Rata Share*"). See the Plan of Distribution on this page for more information on your Recognized Loss.

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

Neither the Defendants nor any other Person that paid any portion of the Settlement Fund is entitled to get back any portion of the Net Settlement Fund once the District Court's Final Approval Order and Judgment approving the Settlement becomes final. Defendant Releasees will not have any liability, obligation, or responsibility for the administration of the Settlement or disbursement of the Net Settlement Fund or the Plan of Distribution.

Approval of the Settlement is independent from approval of the Plan of Distribution. Any determination with respect to the Plan of Distribution will not affect the Settlement, if approved.

Each Person wishing to participate in the distribution must timely submit a valid Proof of Claim and Release Form establishing membership in the Class, and including all required documentation, postmarked or submitted on or before **June 2, 2015**. Claim Forms may be submitted by email to [info@PinnacleNoteSettlement.com](mailto:info@PinnacleNoteSettlement.com) or to the address set forth in the Claim Form that accompanies this Notice.

Unless the District Court otherwise orders, any Class Member who fails to submit a Proof of Claim and Release Form postmarked or emailed on or before **June 2, 2015**, shall be fully and forever barred from receiving payments pursuant to the Settlement, but will in all other respects remain a Class Member and be subject to the provisions of the Stipulation and Settlement that is approved, including the terms of any judgment entered and releases given.

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

Each Claimant shall be deemed to have submitted to the jurisdiction of the District Court with respect to his, her, or its Proof of Claim and Release Form. Upon request of the Claims Administrator, each Person that submits a Proof of Claim and Release Form shall subject his, her, or its Claim to investigation as to his, her, or its status as a Claimant and the allowable amount of his, her, or its Claim.

Persons that are excluded from the Class by definition or that exclude themselves from the Class will not be eligible to receive a distribution from the Net Settlement Fund and should not submit a Proof of Claim and Release Form.

#### **Proposed Plan of Distribution**

The Net Settlement Fund will be distributed to Class Members who submit valid, timely Proof of Claim and Release Forms. If you have a net loss on all transactions in Pinnacle Notes during the Class Period, you will be paid the percentage of the Net Settlement Fund that your Recognized Loss bears to the total of the Recognized Losses of all Authorized Claimants. Payment in this manner shall be deemed conclusive against all Authorized Claimants. It is not intended to be an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement.

Each Authorized Claimant's Recognized Loss will be arrived at by deducting from the amount of money paid in connection with the purchase of Pinnacle Notes during their initial offerings, any funds received by the Authorized Claimant from (a) the sale of Pinnacle Notes, (b) payments by Distributors in connection with Pinnacle Notes, or (c) any other source.

The receipt or grant by gift, devise, or inheritance of Pinnacle Notes during the Class Period shall not be deemed to be a purchase of Pinnacle Notes for the calculation of an Authorized Claimant's Recognized Loss if the Person from which the Pinnacle Notes were received did not themselves purchase the Notes during the Class Period, nor shall it be deemed an assignment of any claim relating to the purchase or acquisition of such Notes unless specifically provided in the instrument or gift or assignment.

An Authorized Claimant will be eligible to receive a distribution from the Net Settlement Fund only if the Authorized Claimant had a net loss after subtracting from all losses: (i) all profits from transactions in Pinnacle Notes during the Class Period; and (ii) any recoveries from alternate sources.

If an Authorized Claimant's distribution amount calculates to less than \$10.00 USD, no distribution will be made to that Claimant.

Distributions will be made to Authorized Claimants after all Claims have been processed and after the District Court has finally approved the Settlement. If there is any balance remaining in the Net Settlement Fund six (6) months from the date of distribution of the Net Settlement Fund by reason of un-cashed distributions or otherwise, then, after the Claims Administrator has made reasonable efforts to have Authorized Claimants cash their distributions, and it is economically feasible, any balance remaining in the Net Settlement Fund shall be redistributed to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 USD from such redistribution after the payment of any taxes and unpaid costs or fees incurred in administering the Net Settlement Fund for such redistribution. Lead Counsel shall, if feasible, continue to reallocate any further balance remaining in the Net Settlement Fund after the redistribution is completed among Class Members in the same manner and time frame as provided for above. In no event shall any Authorized Claimant recover more than 100% of the principal amount he, she, or it invested in the Pinnacle Notes, inclusive of alternate recovery sources. In the event that Lead Counsel determines that further redistribution of any balance remaining (following the initial distribution and redistribution) is no longer feasible, thereafter Lead Counsel shall donate the remaining funds, if any, to a non-sectarian, not-for-profit organization serving the public interest, to be designated by Lead Counsel in consultation with Defendants' Counsel and approved by the District Court.

Payment pursuant to the Plan of Distribution, or such other plan as may be approved by the District Court, shall be conclusive against all Authorized Claimants. No Person shall have any claim against Lead Plaintiffs, Lead Counsel, Defendants, and their respective counsel or any of the other Released Persons, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Stipulation, the Plan of Distribution approved by the District Court, or further orders of the District Court. Except as otherwise provided in the Stipulation, Lead Plaintiffs, Defendants, and their respective counsel, and all other Released Persons shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Funds, the Net Settlement Fund, the Plan of Distribution, or the determination, administration, calculation, or payment of any Claim Form or nonperformance of the Claims Administrator, the payment or withholding of taxes owed by the Settlement Fund, or any losses incurred in connection therewith. The Plan of Distribution set forth herein is the plan that is being proposed by Lead Plaintiffs and Lead Counsel to the District Court for approval. The District Court may approve this Plan of Distribution as proposed or it may modify the Plan of Distribution without further notice to the Class. Any orders regarding a modification of the Plan of Distribution will be posted on the Settlement website, [www.PinnacleNoteSettlement.com](http://www.PinnacleNoteSettlement.com).

#### **G. What If I Do Not Wish To Be Included In This Settlement?**

If you do not wish to be included in the Class and you do not wish to participate in the Settlement, you may request to be excluded. To do so, you must timely submit a valid Request for Exclusion Form that must (a) be properly completed and postmarked on or before **June 2, 2015**, (b) state the date(s), price(s), and number of Pinnacle Notes that you purchased or sold during the Class Period, and (c) be signed by you or your authorized representative. The Court may request further documentation evidencing your purchase or sales of Pinnacle Notes during the Class Period if deemed necessary. The Request for Exclusion Form should be mailed to the address set forth in the Request for Exclusion Form that accompanies this Notice. If you have not received a copy of the Request for Exclusion Form, you may obtain a copy by writing to *Ge Dandong et al. v. Pinnacle Performance Limited et al.*, c/o A.B. Data, Ltd., 30 Duxton Road, #02-00, Singapore 089494 or by calling 1-800-852-3875, or on the internet at [www.PinnacleNoteSettlement.com](http://www.PinnacleNoteSettlement.com), or from Class Counsel's website at [www.kmlp.com](http://www.kmlp.com).

**DO NOT SUBMIT BOTH A PROOF OF CLAIM AND RELEASE FORM AND A REQUEST FOR EXCLUSION FORM. IN THE EVENT THAT YOU TIMELY SUBMIT BOTH A VALID PROOF OF CLAIM AND RELEASE FORM AND AN OTHERWISE VALID REQUEST FOR EXCLUSION FORM, THE REQUEST FOR EXCLUSION FORM WILL BE DEEMED NULL AND VOID AND THE PROOF OF CLAIM AND RELEASE FORM WILL BE DEEMED OPERATIVE.**

If you timely and validly request exclusion from the Class, (a) you will be excluded from the Class, (b) you will not share in the proceeds of the Settlement described herein, (c) you will not be bound by any judgment entered in the Action, and (d) you will not be precluded, by reason of your decision to request exclusion from the Class, from otherwise prosecuting an individual claim, if timely, against the Defendants based on the matters complained of in the Action. The Defendants may withdraw from and terminate the Settlement if Class Members who purchased in excess of a certain amount of Pinnacle Notes exclude themselves from the Class. The Defendants may also withdraw from and terminate the Settlement if the aggregate volume of claims does not exceed a certain percentage of total Pinnacle Note sales.

#### **H. What If A Settlement Class Member Is Deceased?**

The authorized legal representative(s) of a Class Member may receive a recovery on behalf of the Class Member.

#### **I. What If I Bought Pinnacle Notes On Someone Else's Behalf?**

If you purchased Pinnacle Notes during the Class Period for the beneficial interest of a Class Member, you are requested to either (a) send copies of the Notice and Proof of Claim and Release Form to the beneficial owners of the Pinnacle Notes within seven (7) business days from the receipt of the Notice, and provide written confirmation to the Claims Administrator of such; or (b) provide the names and

addresses of such persons or entities to *Ge Dandong et al. v. Pinnacle Performance Limited et al.*, Claims Administrator, c/o A.B. Data, Ltd., 30 Duxton Road, #02-00, Singapore 089494. If you choose the second option, the Claims Administrator will send a copy of the Notice and the Proof of Claim and Release Form to the beneficial owners. Upon full compliance with this request, such nominees may seek reimbursement of their reasonable expenses actually incurred, by providing the Claims Administrator with proper documentation supporting the out-of-pocket expenses for which reimbursement is sought.

Copies of this Notice and the Claim and Release Form can be obtained from the website maintained by the Claims Administrator, [www.PinnacleNoteSettlement.com](http://www.PinnacleNoteSettlement.com), by calling the Claims Administrator toll-free at 1-800-852-3875 from Singapore, or direct dial in the USA at 1-414-961-6576, or from Lead Counsel's website, [www.kmllp.com](http://www.kmllp.com).

**J. How And What Do I Do To Make Sure The Claims Administrator Has My Correct Address?**

If your address changes from the address to which this Notice was directed, you must notify the Claims Administrator of your new address as soon as possible. Failure to keep the Claims Administrator informed of your address may result in the loss of any monetary award you might be eligible to receive. Please send your new contact information to the Claims Administrator at the address listed below and include your old address, new address, new telephone number, date of birth, and National Registration Identity Card Number. These last two items are required so that the Claims Administrator can verify that the address change is from an actual Class Member.

*Ge Dandong et al. v. Pinnacle Performance Limited et al.*  
Claims Administrator  
c/o A.B. Data, Ltd.  
30 Duxton Road  
#02-00  
Singapore 089494

**K. What Are The Plaintiffs' and Counsels' Fees And Costs?**

At the Settlement Hearing, Lead Counsel will request that the District Court award attorneys' fees of 30% of the Settlement Fund, plus expenses (exclusive of administration costs) not to exceed \$950,000.00 USD, which were incurred in connection with the litigation of the Action, plus interest thereon, which may include the reasonable costs and expenses incurred by Lead Plaintiffs directly related to their representation of the Class, plus interest on such expenses at the same rate as earned on the Settlement Fund. Whatever amount is approved by the Court as legal fees and expenses will be paid from the Settlement Fund. To date, Lead Counsel has not received any payment for their services in conducting this Action nor has Lead Counsel been reimbursed for their substantial expenses. Lead Counsel will also request awards to the Lead Plaintiffs in recognition of their time, effort, and expense on behalf of the Class.

**L. How Will the Notice Costs and Expenses Be Paid?**

Lead Counsel is authorized by the Stipulation to pay the Claims Administrator's fees and expenses incurred in connection with giving notice, administering the Settlement, and distributing the Net Settlement Fund to Class Members.

**III. PLAINTIFFS AND PLAINTIFFS' COUNSEL SUPPORT THE SETTLEMENT**

Plaintiffs and their Counsel believe that the claims asserted against the Defendants have merit. Plaintiffs and their Counsel recognize, however, the expense and length of continued proceedings necessary to pursue their claims against these Defendants through trial and appeals, as well as the difficulties in establishing liability and damages at trial. Plaintiffs and their Counsel have also taken into account the possibility that the District Court would de-certify the Class and that the claims asserted in the Action might have been dismissed on a motion for summary judgment, and have considered issues that would have been decided by a jury in the event of a trial of the Action, including whether certain of the Defendants acted with an intent to mislead investors, whether all of the Class Members' losses were caused by the alleged misrepresentations or omissions, and the amount of damages. Plaintiffs and their Counsel have considered the uncertain outcome and trial risk in complex lawsuits like this one, and that, even if they were successful, after the resolution of the appeals that were certain to be taken (which could take years to resolve), there may not be any funds in an amount significantly larger or even as much as the Settlement.

In light of the value of the Settlement and the immediacy of a cash recovery to the Class, Plaintiffs and their Counsel believe that the proposed Settlement is fair, reasonable, and adequate. Indeed, Plaintiffs and their Counsel believe that the Settlement achieved is an excellent result and in the best interests of the Class. The Settlement, which provides an immediate \$20,000,000.00 USD in cash (less the various deductions described in this Notice), individually and collectively provides substantial benefits now as compared to the risk that similar, smaller, or no recoveries would be achieved after a trial and appeals, possibly years in the future.

**IV. WHAT OPPORTUNITY WILL I HAVE TO GIVE MY OPINION ABOUT THE SETTLEMENT?**

**A. How Can I Object To The Settlement, Plan of Allocation, and Fee and Expense Application?**

Any Class Member who does not request exclusion may object to the Settlement, the proposed Plan of Distribution, and/or the Fee and Expense Application. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Clerk's Office at the United States District Court for the Southern District of New York at the address set forth below on or before **June 11, 2015**. Your written objection should include all reasons for the objection, including any legal and evidentiary support you wish to bring to the Court's attention. The objection must also include your name, address, telephone number, and the number of Pinnacle Notes you purchased during the Class Period, including proof of your purchase of Pinnacle Notes. You must also serve the papers on designated representative Lead Counsel and Defendants' Counsel at the addresses set forth below so that the papers are *received on or before June 11, 2015*.

To be considered, your objection must be filed with the Office of the Clerk's Office no later than **June 11, 2015**, to:

<u>Clerk's Office</u>	<u>Defendants' Counsel</u>	<u>Lead Counsel</u>
Clerk of the Court United States District Court Southern District of New York Daniel Patrick Moynihan United States Courthouse 500 Pearl Street New York, NY 10007 Re: <i>Ge Dandong et al. v. Pinnacle Performance Limited et al.</i> , Case No. 10 Civ. 8086 (JMF) (GWG)	Bruce D. Angiolillo, Esq. Jonathan Youngwood, Esq. Kelly E. Mannion, Esq. SIMPSON THACHER & BARTLETT LLP 425 Lexington Avenue New York, NY 10017	Daniel Hume, Esq. Andrew M. McNeela, Esq. Christopher S. Studebaker, Esq. Meghan J. Summers, Esq. KIRBY MCINERNEY LLP 825 Third Avenue, 16th Floor New York, NY 10022

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

If you file an objection to the Settlement, Plan of Distribution, and/or the Fee and Expense Application you also have a right to appear at the Settlement Hearing either in person or through counsel hired by you at your own expense. You are not required, however, to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Distribution, or the Fee and Expense Application, and if you file and serve a timely written objection as described above, you must also file a notice of appearance with the Clerk's Office and serve it on the Claims Administrator at the address set forth above. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing.

**Unless the District Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Distribution and the Fee and Expense Application. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.**

**B. What Rights Am I Giving Up By Remaining In The Class?**

If you remain in the Class, you will be bound by any orders issued by the District Court. For example, if the District Court approves the Settlement, the District Court will enter the Final Approval Order and Judgment. The Final Approval Order and Judgment will dismiss with prejudice the claims against the Defendants and will provide that, upon the Effective Date of the Settlement, Lead Plaintiffs and each of the other members of the Class on behalf of themselves, their respective heirs, executors, administrators, predecessors, successors, and assigns, among others, shall be deemed by operation of law to have fully granted and completely discharged, dismissed with prejudice, settled and released, and agreed to be barred by a permanent injunction from the assertion of, Released Claims against any of the Released Persons and their attorneys.

"Released Claims" means any and all claims, demands, losses, rights, causes of action, liabilities, obligations, judgments, suits, matters and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, that have been or could have been asserted in the Lawsuit or in any court, tribunal, forum or proceeding (including, but not limited to, any claims arising under federal, state or foreign law, including, but not limited to, the laws of the Republic of Singapore, common law, statute, rule or regulation relating to alleged fraud, deceit, misrepresentation, breach of any duty, negligence, violations of the federal or state securities laws, or breach of contract), whether individual, class, direct, derivative, representative, legal, equitable, subrogation, or any other type, or in any other capacity, which, now or hereafter, are based upon, arise out of, relate in any way to, or involve, directly or indirectly, any of the actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims or any other matters, things or causes whatsoever, or any series thereof, that were, could have been, or in the future can or might be alleged, asserted, set forth, claimed, embraced, involved, or referred to in, or related to, directly or indirectly, the Action or the Pinnacle Notes ("Release"). This Release extends to any and/or all Released Persons. Released Claims include all Unknown Claims.

"Released Persons" means (i) each of the Defendants; (ii) any direct or indirect parent, subsidiary, affiliate, person or entity that is, was or will be related to or affiliated with any or all of them, is controlled by or under common control with any or all of them, or in which any or all of them has, had or will have a controlling interest; and (iii) the respective past, present or future family members, spouses, and heirs, as well as the respective past or present trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employees, fiduciaries, partners, partnerships, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, shareholders, principals, officers, directors, managing directors, members, managing members, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys, personal or legal representatives, accountants, and associates, of each and all of the persons and entities identified in (i) and (ii) above.

"Unknown Claims" means any claim that any Class Member does not know or suspect exists in his, her, or its favor at the time of the Release as against the Released Persons, including without limitation those which, if known, might have affected the decision to enter into the Settlement. Upon the Effective Date of the Stipulation, each Class Member shall be deemed to have, and by operation of the final order and judgment by the Court shall have, expressly waived, relinquished and released any and all provisions, rights, and benefits

conferred by or under California Civil Code § 1542 or any law of the United States or any state of the United States or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542, which provides:

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

Lead Plaintiffs have read and understand this section and each Lead Plaintiff has had the opportunity to consult, and to be advised by, counsel regarding the rights and/or benefits afforded by California Civil Code section 1542. Lead Plaintiffs fully and completely understands the rights and/or benefits afforded by California Civil Code section 1542; therefore, the foregoing release, waiver, and relinquishment of any and all rights under California Civil Code section 1542, and any other statute(s) or common law principle(s) of similar effect, is made knowingly and voluntarily. Lead Plaintiffs acknowledge, and the Members of the Class by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of Lead Plaintiffs, and by operation of law the members of the Class, to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or previously existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Lead Plaintiffs acknowledge, and the members of the Class by operation of law shall be deemed to have acknowledged, that the inclusion of Unknown Claims in the definition of Released Claims was separately bargained for, was a material element of the Settlement, and was relied upon by each and all of the Defendants in entering into the Stipulation of Settlement.

The Final Approval Order and Judgment will also provide that, upon the Effective Date of the Settlement, each Defendant, on behalf of himself, herself, or itself, his, her or its heirs, executors, administrators, predecessors, successors, and assigns, shall be deemed by operation of law to have fully granted and completely discharged, dismissed with prejudice, settled and released, and agreed to be barred by a permanent injunction from the assertion of Released Defendants' Claims against Lead Plaintiffs, Lead Counsel, and the other members of the Class and their respective counsel.

"Released Defendants' Claims" means any and all claims, rights, liabilities, or causes of action, whether based on federal, state, local, statutory, or common law or any other law, rule, or regulation, including both known claims and Unknown Claims, that have been or could have been asserted in the Action or any forum by the Defendant Releasees, against any of the Lead Plaintiffs and Lead Counsel, other members of the Class or their respective attorneys, which arise out of or relate in any way to the institution, prosecution, defense, and the settlement of the Action; *provided, however*, that the release of Lead Plaintiffs and Lead Counsel, and Settlement Class Members and their counsel, shall not include the right to enforce the Stipulation of Settlement. Released Defendants' Claims also do not include, release, bar, or waive claims against any Person who submits a request for exclusion from the Settlement Class and who does not withdraw his, her, or its request for exclusion and whose request is accepted by the District Court.

## V. SETTLEMENT HEARING

The District Court will hold a **Settlement Hearing at 9:30 a.m. on July 2, 2015**, in Courtroom 1105 of the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, New York, New York, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The District Court will also be asked to approve the proposed Plan of Distribution and the Fee and Expense Award. The District Court may adjourn or continue the Settlement Hearing without further notice to the Class. If you intend to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel.

**Class Members do not need to attend the Settlement Hearing. The District Court will consider any submission made in accordance with the provisions in this Notice even if the Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing. You are not obligated to attend the Settlement Hearing.**

## VI. GETTING MORE INFORMATION

This Notice is a summary and does not describe all of the details of the Stipulation. For precise terms and conditions of the Settlement, you may review the Stipulation filed with the District Court, as well as the other pleadings and records of this litigation, which may be inspected during business hours, at the office of the Clerk of the Court, United States District Court, Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007, at [www.PinnacleNoteSettlement.com](http://www.PinnacleNoteSettlement.com), or from Lead Counsel's website, [www.kmlp.com](http://www.kmlp.com). Class Members without access to the internet may be able to review this document online at locations such as a public library.

If you have any questions about the settlement of the Action, you may contact Lead Counsel: Daniel Hume, Esq. or Meghan J. Summers, Esq., Kirby McInerney LLP, 825 Third Avenue, 16<sup>th</sup> Floor, New York, NY 10022. You may also write to the Claims Administrator at *Ge Dandong et al. v. Pinnacle Performance Limited et al.*, Claims Administrator, c/o A.B. Data, Ltd., 30 Duxton Road, #02-00, Singapore 089494, or call the Claims Administrator at 1-800-852-3875 from Singapore, or direct dial in the USA at 1-414-961-6575, stating that you are requesting assistance regarding the *Ge Dandong et al. v. Pinnacle Performance Limited et al.* litigation.

**DO NOT TELEPHONE OR WRITE THE DISTRICT COURT OR THE OFFICE OF THE CLERK OF THE COURT REGARDING THIS NOTICE.**

DATED: DECEMBER 2, 2014

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