

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA

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

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION**

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

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

**WHY SHOULD I READ THIS NOTICE?**

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

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

SUBMIT A PROOF OF CLAIM POSTMARKED NO LATER THAN NOVEMBER 6, 2017	The only way to get a payment.
EXCLUDE YOURSELF FROM THE CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION POSTMARKED NO LATER THAN JULY 19, 2017	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Defendants and their Related Persons relating to the claims in this case.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION POSTMARKED NO LATER THAN JULY 19, 2017	Write to the Court about why you don’t like the Settlement.
GO TO A HEARING ON AUGUST 18, 2017 AT 9:00 A.M.	Speak in Court about the fairness of the Settlement.
DO NOTHING	Get no payment. Give up your rights.

<sup>1</sup> The Stipulation and all of its Exhibits can be viewed at [www.mobileironshareholdersettlement.com](http://www.mobileironshareholdersettlement.com). All capitalized terms used herein have the same meanings as the terms defined in the Stipulation.

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

### **WHAT IS THIS LAWSUIT ABOUT?**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In the unlikely event there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's claim, as defined below. If, however, as is more likely, the amount in the Net Settlement Fund is not sufficient to permit payment of the total claim of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's claim bears to the total of the claims of all Authorized Claimants. Payment in this manner shall be deemed conclusive against all Authorized Claimants.

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

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

Public Offering Price: \$9.00 per share  
Closing price on the date the lawsuit was filed<sup>2</sup>: \$5.54 per share

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

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

In the event a Class Member has more than one purchase or sale of MobileIron common stock, all purchases and sales shall be matched on a First-In, First-Out ("FIFO") basis for purposes of calculating a claim.

<sup>2</sup> The first complaint was filed on August 5, 2015.

Under the FIFO method, sales will be matched first against any holdings at the beginning of the eligibility period, and then in chronological order against MobileIron common stock purchased during the eligibility period.

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

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

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

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

The total of all profits shall be subtracted from the total of all losses from transactions during the eligibility 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 MobileIron common stock during the eligibility 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 eligibility 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 *pro rata* share of the Net Settlement Fund based on his, her, or its recognized claim as compared to the total recognized claims of all Authorized Claimants. No distribution shall be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

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

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

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

Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If any funds remain in the Net Settlement Fund by reason of uncashed distribution checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash

their distributions, any balance remaining in the Net Settlement Fund after at least six (6) months after the initial distribution of such funds shall be used: (a) first, to pay any valid claims which were submitted after the initial distribution of the Net Settlement Fund; (b) second, to pay additional settlement administration fees, costs, and expenses, including those of Plaintiffs' Counsel as may be approved by the Court; and (c) to make a second distribution to claimants who cashed their checks from the initial distribution and who would receive at least \$10.00, after payment of the estimated costs, expenses, or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if such second distribution is economically feasible. These redistributions shall be repeated, if economically feasible, until the balance remaining in the Net Settlement Fund is *de minimis* and such remaining balance shall then be distributed to Bay Area Legal Aid.

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

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

*MobileIron Shareholder Litigation Settlement*  
Claims Administrator  
c/o Gilardi & Co. LLC  
P.O. Box 404006  
Louisville, KY 40233-4006  
Phone: 1-866-684-3881  
[www.mobileironshareholdersettlement.com](http://www.mobileironshareholdersettlement.com)

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

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

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

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

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

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

### **WHO REPRESENTS THE CLASS?**

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

### **HOW WILL THE PLAINTIFFS' LAWYERS BE PAID?**

Plaintiffs' Counsel will file a motion for an award of attorneys' fees and expenses that will be considered at the Settlement Fairness Hearing. Plaintiffs' Counsel will apply for an award not to exceed 33% of the

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

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

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

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

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

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

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

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

Yes. If you are a Class Member, you may object to the terms of the Settlement. Whether or not you object to the terms of the Settlement, you may also object to the requested attorneys' fees, costs and expenses, payment to Plaintiffs for their time and expenses, and/or the Plan of Allocation. You may object by filing a written statement, accompanied by proof of Class membership, with the Court, and sending copies to Lead Counsel **postmarked by July 19, 2017**. The Court's address is: Superior Court of Santa Clara, 191 North First Street, San Jose, CA 95113, and Lead Counsel's addresses are: Robbins Geller Rudman & Dowd LLP, c/o Ellen Gusikoff Stewart, 655 West Broadway, Suite 1900, San Diego, CA 92101, and Scott+Scott, Attorneys at Law, LLP, c/o John T. Jasnoch, 707 Broadway, Suite 1000, San Diego, CA 92101. However, it is not necessary for you to file a written objection if you wish to be heard at the Settlement Fairness Hearing. A Class Member who **does not** file a written objection may appear and object at the Settlement Fairness Hearing.

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

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

## HOW CAN I GET A PAYMENT?

In order to qualify for a payment, you must timely submit a Proof of Claim. A Proof of Claim is enclosed with this Notice or it may be downloaded at [www.mobileironshareholdersettlement.com](http://www.mobileironshareholdersettlement.com). Read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and mail or submit it online so that it is **postmarked (if mailed) or received (if filed electronically) no later than November 6, 2017**. The Proof of Claim may be submitted online at [www.mobileironshareholdersettlement.com](http://www.mobileironshareholdersettlement.com). If you do not submit a valid Proof of Claim, you will not receive a payment from the Net Settlement Fund; however, unless you expressly exclude yourself from the Class as described above, you will still be bound in all other respects by the Settlement, the Judgment, and the releases contained in them.

## WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?

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

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

## THE SETTLEMENT FAIRNESS HEARING

The Court will hold a Settlement Fairness Hearing on August 18, 2017 at 9:00 a.m., before the Honorable Thomas E. Kuhnle at the Superior Court of California, County of Santa Clara, 191 North First Street, San Jose, CA 95113, for the purpose of determining whether: (1) the Settlement of the Litigation for \$7,500,000 in cash should be approved by the Court as fair, reasonable, and adequate; (2) to award Plaintiffs' Counsel attorneys' fees and expenses out of the Settlement Fund; (3) to pay Plaintiffs for their time and expenses incurred in representing the Class; and (4) the Plan of Allocation should be approved by the Court. The Court may adjourn or continue the Settlement Fairness Hearing without further notice to Members of the Class. If you want to attend the hearing, you should check with Plaintiffs' Counsel or the website beforehand to be sure that the date and/or time have not changed.

## HOW DO I OBTAIN ADDITIONAL INFORMATION?

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

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

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

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

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

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

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

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

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

DATED: June 9, 2017

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