



damages in this case are limited to losses caused by conduct actionable under applicable law, and had the Action gone to trial, the Settling Defendants intended to assert that all of the losses of Class Members were caused by non-actionable market, industry, general economic or company-specific factors, other than the revelation of the facts alleged to be misleadingly stated or omitted. The Settling Defendants would also assert that none of the Settling Defendants had the knowledge as is required under Regulation S-K to prove the claims asserted by Lead Plaintiff.

Plaintiffs' Counsel have not received any payment for their services in conducting this Action on behalf of Lead Plaintiff and the members of the Class, nor have they been paid their litigation expenses. If the Settlement is approved by the Court, Lead Counsel will apply to the Court for attorneys' fees of 25% of the settlement proceeds plus expenses not to exceed \$100,000.00, plus interest on such amounts, all of which shall be paid from the Settlement Fund. If the amounts requested by counsel are approved by the Court, the average cost per Share would be approximately \$0.26.

This Notice is not an expression of any opinion by the Court about the merits of any of the claims or defenses asserted by any party in this Action or the fairness or adequacy of the proposed Settlement.

For further information regarding this Settlement you may contact: Rick Nelson, c/o Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, California 92101, Telephone: 1-800-449-4900. Please do not call any representative of the Defendants or the Court.

## **I. NOTICE OF HEARING ON PROPOSED SETTLEMENT**

A hearing (the "Settlement Hearing") will be held on August 29, 2013, at 10:00 a.m., before the Honorable Alison J. Nathan, United States District Judge, at the Thurgood Marshall United States Courthouse, Courtroom 906, 40 Foley Square, New York, New York. The purpose of the Settlement Hearing will be to determine: (1) whether the Settlement consisting of Twenty Million Dollars (\$20,000,000.00) in cash plus accrued interest on the Settlement Fund should be approved as fair, reasonable, and adequate to the Class; (2) whether the proposed plan to distribute the settlement proceeds (the "Plan of Distribution") is fair, reasonable, and adequate; (3) whether the application by Lead Counsel for an award of attorneys' fees and expenses should be approved; and (4) whether the Action against the Released Defendants should be dismissed with prejudice. The Court may adjourn or continue the Settlement Hearing without further notice to the Class.

## **II. DEFINITIONS USED IN THIS NOTICE**

1. "Authorized Claimant" means any member of the Class who submits a timely and valid Proof of Claim and Release form and whose claim for recovery has been allowed pursuant to the terms of the Settlement Agreement.

2. "Claims Administrator" means the firm of Gilardi & Co. LLC.

3. "Class" means all Persons (defined below) who purchased the Shares of Sinotech between November 3, 2010 and August 16, 2011, inclusive. Excluded from the Class are:

(a) Persons or entities who submit valid and timely requests for exclusion from the Class; and

(b) Defendants, members of the immediate family of any such Defendant, any person, firm, trust, corporation, officer, director or other individual or entity in which any Defendant has or had a controlling interest, the officers and directors of any Defendant, and legal representatives, agents, executors, heirs, successors or assigns of any such excluded Person. The Defendants or any entity in which any of the Defendants has or had a controlling interest (for purposes of this paragraph, together a "Defendant-Controlled Entity") are excluded from the Class only to the extent that such Defendant-Controlled Entity itself purchased a proprietary (*i.e.*, for its own account) interest in the Company's Shares. To the extent that a Defendant-Controlled Entity purchased Sinotech Shares in a fiduciary capacity or otherwise on behalf of any third-party client, account, fund, trust, or employee benefit plan that otherwise falls within the Class, neither such Defendant-Controlled Entity nor the third-party client, account, fund, trust, or employee benefit plan shall be excluded from the Class with respect to such Sinotech Shares.

4. "Class Member" means a Person who falls within the definition of the Class as set forth above.

5. "Class Period" means the period from November 3, 2010 to August 16, 2011, inclusive.

6. "Defendants" means Sinotech, UBS AG, UBS Securities LLC (collectively with UBS AG "UBS"), Citigroup Global Markets Inc. ("Citigroup"), Lazard Capital Markets LLC ("LCM"), Qingzeng Liu, Guoqiang Xin, Boxun Zhang, Xiaoxuan Bi, Heqing Yao, Jing Liu, and Ernst & Young Hua Ming LLP.

7. "Effective Date" means the first date by which all of the events and conditions specified in paragraph 8.1 of the Settlement Agreement have been met and have occurred.

8. "Escrow Agent" means Robbins Geller Rudman & Dowd LLP or its successor(s).

9. "Final" means when the last of the following with respect to the Judgment approving the Settlement, in the form of Exhibit B attached to the Settlement Agreement, shall occur: (i) the expiration of the time to file a motion to alter or amend the Judgment under Federal Rule of Civil Procedure 59(e) has passed without any such motion having been filed; (ii) the

expiration of the time in which to appeal the Judgment has passed without any appeal having been taken; and (iii) if a motion to alter or amend is filed or if an appeal is taken, the determination of that motion or appeal in such a manner as to permit the consummation of the Settlement, in accordance with the terms and conditions of the Settlement Agreement. For purposes of this paragraph, an "appeal" shall include any petition for a writ of certiorari or other writ that may be filed in connection with approval or disapproval of this Settlement, but shall not include any appeal which concerns only the issue of attorneys' fees and expenses or any Plan of Distribution of the Settlement Fund.

10. "Individual Defendants" means Qingzeng Liu, Guoqiang Xin, Boxun Zhang, Xiaoxuan Bi, Heqing Yao, and Jing Liu.

11. "Judgment" means the judgment and order of dismissal with prejudice to be rendered by the Court upon approval of the Settlement, in the form attached to the Settlement Agreement as Exhibit B.

12. "Lead Counsel" means Robbins Geller Rudman & Dowd LLP, 58 South Service Road, Suite 200, Melville, NY 11747 and The Weiser Law Firm, P.C., 22 Cassatt Avenue, Berwyn, PA 19312.

13. "Lead Plaintiff" means Zech Capital, LLC.

14. "Net Settlement Fund" means the portion of the Settlement Fund that shall be distributed to Authorized Claimants as allowed by the Settlement Agreement, the Plan of Distribution, or the Court.

15. "Offering" means the initial public offering of Shares of Sinotech on or about November 3, 2010.

16. "Person" means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and his, her or its spouses, heirs, predecessors, successors, representatives, or assignees.

17. "Plaintiffs' Counsel" means any counsel who filed a complaint in the Action or any action that has been consolidated with the Action.

18. "Plan of Distribution," as further defined in §VII of this Notice, means a plan or formula of allocation of the Net Settlement Fund whereby the Settlement Fund shall be distributed to Authorized Claimants after payment of expenses of notice and administration of the Settlement, Taxes and Tax Expenses, and such attorneys' fees, costs, expenses, and interest, and other expenses as may be awarded by the Court. Any Plan of Distribution is not part of the Settlement Agreement and the Released Persons shall have no responsibility or liability with respect thereto.

19. "Related Persons" means, with respect to the Released Defendants, each and all of their respective present or former parents, subsidiaries, affiliates, successors and assigns and each and all of their respective present or former officers, directors, employees, employers, attorneys, accountants (except for Ernst & Young Hua Ming LLP), financial advisors, commercial bank lenders, insurers (including Released Defendants' insurers and those insurers' respective businesses, affiliates, subsidiaries, parents and affiliated corporations, divisions, predecessors, shareholders, partners, joint venturers, principals, insurers, reinsurers, successors and assigns, and their respective past and present employees, officers, directors, attorneys, accountants, auditors, agents and representatives), investment bankers, representatives, general and limited partners and partnerships, heirs, executors, administrators, successors, affiliates, agents, spouses, associates and assigns of each of them or any trust of which any Released Defendant and/or their Related Persons is the settlor or which is for the benefit of any Released Defendant and/or their Related Persons and/or member(s) of his or her family and any entity in which any such Released Defendant and/or their Related Persons has a controlling interest.

20. "Released Claims" means any and all claims and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, common or foreign law, arising from both the purchase of Sinotech Shares during the Class Period and the acts, facts, statements or omissions that were or could have been alleged by Lead Plaintiff in the Action. The Released Claims extend only to any and/or all Released Defendants and any and/or all of their Related Persons, and do not extend to Ernst & Young Hua Ming LLP. "Released Claims" includes "Unknown Claims" as defined in paragraph 27 hereof.

21. "Released Defendants" means Sinotech, UBS, Citigroup, LCM, Qingzeng Liu, Guoqiang Xin, Boxun Zhang, Xiaoxuan Bi, Heqing Yao, and Jing Liu.

22. "Released Persons" means each and all of Released Defendants in their individual and corporate capacities and each and all of their Related Persons.

23. "Settlement Fund" means Twenty Million Dollars (\$20,000,000.00) in cash paid by or on behalf of Settling Defendants pursuant to paragraph 3.1 of the Settlement Agreement, together with all interest and income earned thereon. Such amount is paid in full and complete settlement of all the Released Claims.

24. "Settling Defendants" means Sinotech, UBS, Citigroup, and LCM.

25. "Settling Parties" means Settling Defendants and Lead Plaintiff on behalf of itself and the Class Members.

26. "Underwriter Defendants" means UBS, Citigroup, and LCM.

27. "Unknown Claims" means any Released Claims which Lead Plaintiff or any Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived to the fullest extent permitted by law the provisions, rights, and benefits of California Civil Code §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 Plaintiff shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542. Lead Plaintiff and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Lead Plaintiff shall expressly, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiff acknowledges, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

### III. THE LITIGATION

This case is currently pending before the Honorable Alison J. Nathan in the United States District Court for the Southern District of New York. Beginning on August 19, 2011, four putative class action complaints were filed in the Southern District of New York and assigned to the Honorable George B. Daniels.<sup>1</sup> On February 21, 2012, Judge Daniels consolidated the four actions (by consolidating the three later filed actions into the *Athale* action, under docket number 11-cv-5831) (the "Action") and appointed Zech Capital, LLC as lead plaintiff. The next day, the consolidated action was reassigned to Judge Nathan. On April 11, 2012, Judge Nathan appointed the law firms of Robbins Geller Rudman & Dowd LLP and The Weiser Law Firm, P.C., to serve as Lead Counsel for the Lead Plaintiff and the putative class.

On May 1, 2012, Lead Plaintiff filed a consolidated amended complaint. On May 31, 2012, the Settling Defendants filed two motions to dismiss the consolidated amended complaint. Then, on June 13, 2012, Lead Plaintiff notified the Court that it would file a second amended complaint by July 2, 2012. Based on this intent, on June 13, 2012, the Court denied the two motions to dismiss without prejudice and gave the Settling Defendants until July 16, 2012, to either file an answer, file new motions to dismiss, or resubmit their previously filed motions. On June 26, 2012, the Court set a new schedule giving Settling Defendants until August 1, 2012 to file new motions to dismiss Lead Plaintiff's anticipated second amended complaint.

On July 2, 2012, Lead Plaintiff filed the second consolidated amended complaint (the "Complaint"). The Complaint contains four counts. Count One alleges violations of Section 11 of the Securities Act of 1933 (the "Securities Act") against the Company, the Individual Defendants, and the Underwriter Defendants. Count Two alleges violations of Section 15 of the Securities Act against the Individual Defendants. Count Three alleges violations of Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and SEC Rule 10b-5 against the Company, Ernst & Young Hua Ming LLP,<sup>2</sup> and defendants Qingzeng Liu, Guoqiang Xin and Boxun Zhang. Lastly, Count Four alleges violations of Section 20(a) of the Exchange Act against defendants Qingzeng Liu, Guoqiang Xin and Boxun Zhang.

After the Complaint was filed, the parties met and conferred and agreed to attempt to resolve the case by engaging in settlement discussions through mediation. For this reason, the parties requested that the Settling Defendants' deadline to file motions to dismiss should be deferred by 75 days. The Court allowed a 30-day extension, setting the filing deadline for August 31, 2012.

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<sup>1</sup> The four actions are: (1) *Athale v. Sinotech Energy Ltd.*, No. 11-cv-5831 (GBD) (filed Aug. 19, 2011); (2) *Crayder v. Sinotech Energy Ltd.*, No. 11-cv-5935 (GBD) (filed Aug. 24, 2011); (3) *Young v. Sinotech Energy Ltd.*, No. 11-cv-6179 (GBD) (filed Sept. 2, 2011); and (4) *Gustafson v. Sinotech Energy Ltd.*, No. 11-cv-6905 (GBD) (filed Sept. 30, 2011).

<sup>2</sup> As of the date of the execution of the Settlement Agreement, Lead Plaintiff is still pursuing its claims against Ernst & Young Hua Ming LLP, which is neither a party to the Settlement Agreement nor a beneficiary of it.

After the parties scheduled the mediation for October 31, 2012, they again requested that Settling Defendants' motions be postponed until November 15, 2012, which the Court granted. Due to Hurricane Sandy, however, the mediation session had to be re-scheduled for December 3, 2012. The Court again granted a request by the parties to postpone the deadline for Settling Defendants' motions; this time until December 17, 2012.

On December 3, 2012, the parties negotiated for a full day with the assistance of the Honorable Daniel Weinstein (Ret.). Although the parties began to close the wide divide between their positions, they did not come to an agreement that day. After continuing to negotiate in the subsequent ten days with the assistance of Judge Weinstein, the parties reached an agreement-in-principle on December 13, 2012. Thereafter, on January 7, 2013, the parties executed a memorandum of understanding.

#### **IV. CLAIMS OF THE LEAD PLAINTIFF AND BENEFITS OF SETTLEMENT**

Lead Plaintiff and Lead Counsel believe that the claims asserted in the Action have merit. However, Lead Plaintiff and Lead Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against the Released Defendants through discovery and trial. Lead Plaintiff and Lead Counsel also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as this Action, as well as the risks posed by the difficulties and delays inherent in such litigation. Lead Plaintiff and Lead Counsel also are aware of the defenses to the securities law violations asserted in the Action. Lead Plaintiff and Lead Counsel believe that the Settlement set forth in the Settlement Agreement confers substantial benefits upon the Class in light of the circumstances present here. Based on their evaluation, Lead Plaintiff and Lead Counsel have determined that the Settlement set forth in the Settlement Agreement is in the best interests of Lead Plaintiff and the Class.

#### **V. THE SETTLING DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY**

The Settling Defendants have denied and continue to deny that they have violated the federal securities laws or any laws, and maintain that their conduct was at all times proper and in compliance with all applicable provisions of law. Settling Defendants have denied and continue to deny specifically each and all of the claims and contentions alleged in the Action, along with all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Settling Defendants also have denied and continue to deny, *inter alia*, the allegations that any of the Released Defendants made any material misstatements or omissions; that any member of the Class has suffered any damages; that the price of Sinotech Shares was artificially inflated by reason of the alleged misrepresentations, omissions, or otherwise; or that the members of the Class were harmed by the conduct alleged in the Action or that could have been alleged as part of the Action. In addition, the Settling Defendants maintain that they have meritorious defenses to all claims alleged in the Action.

Nonetheless, taking into account the uncertainty, risks, and costs inherent in any litigation, especially in complex cases such as this Action, Settling Defendants have concluded that further conduct of the Action could be protracted and distracting. Settling Defendants have, therefore, determined that it is desirable and beneficial to them that the Action be settled in the manner and upon the terms and conditions set forth in the Settlement Agreement. As set forth in paragraphs 9.3-9.4 of the Settlement Agreement, the Settlement Agreement shall in no event be construed as or deemed to be evidence of an admission or concession by Settling Defendants or any of the Released Persons with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

#### **VI. TERMS OF THE PROPOSED SETTLEMENT**

The sum of Twenty Million Dollars (\$20,000,000.00) has been transferred to the Escrow Agent. The principal amount of \$20,000,000.00, plus any accrued interest, constitutes the Settlement Fund. A portion of the settlement proceeds will be used for certain administrative expenses, including costs of printing and mailing this Notice, the cost of publishing a newspaper notice, payment of any taxes assessed against the Settlement Fund, and costs associated with the processing of claims submitted. In addition, as explained below, a portion of the Settlement Fund may be awarded by the Court to Lead Counsel as attorneys' fees and for expenses in litigating the case. The balance of the Settlement Fund (the "Net Settlement Fund") will be distributed according to the Plan of Distribution described below to Class Members who submit valid and timely Proof of Claim and Release forms.

#### **VII. PLAN OF DISTRIBUTION**

The Net Settlement Fund will be distributed to Class Members who submit valid, timely Proof of Claim and Release forms ("Authorized Claimants") under the Plan of Distribution described below. The Plan of Distribution provides that you will be eligible to participate in the distribution of the Net Settlement Fund if you have a net loss arising out of all transactions involving Sinotech Shares purchased during the Class Period. No distributions will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

For purposes of determining the amount an Authorized Claimant may recover under the Plan of Distribution, Lead Plaintiff's counsel have consulted with their damage consultant. The Plan of Distribution does not reflect an assessment of the damages that could have been recovered at trial or Lead Plaintiff's counsel's assessment of the likelihood of establishing liability.

To the extent 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, and 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 total of all profits shall be subtracted from the total of all losses from transactions involving Sinotech Shares purchased during the Class Period to determine if a Class Member has a claim. Only if a Class Member had a net loss from the Sinotech Shares purchased during the Class Period, will such Class Member be eligible to receive a distribution from the Net Settlement Fund.

### **PLAN OF DISTRIBUTION**

**CUSIP: 829359108**

Initial Public Offering Price:	\$8.50 per Share
Share value on the date the lawsuit was filed <sup>3</sup> :	\$0.21 per Share

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For Sinotech Shares ***purchased during the period from November 3, 2010 through August 16, 2011***, and

(1) sold on or prior to August 19, 2011, the claim per Share is the lesser of (i) the purchase price per Share less the sales price per Share, and (ii) \$8.50 less the sales price per Share.

(2) retained at the end of August 19, 2011, or sold on or after August 20, 2011, the claim per Share is the lesser of (i) the purchase price per Share less the sales price per Share, and (ii) \$8.50 less \$0.21.

### **VIII. PARTICIPATION IN THE CLASS**

If you fall within the definition of the Class, you are a Class Member unless you elect to be excluded from the Class pursuant to this Notice. If you do not request to be excluded from the Class, you will be bound by any judgment entered with respect to the Settlement in the litigation against the Settling Defendants whether or not you file a Proof of Claim and Release form.

***If you are a Class Member, you need do nothing (other than timely file a Proof of Claim and Release if you wish to participate in the distribution of the Net Settlement Fund). Your interests will be represented by Lead Counsel.*** If you choose, you may enter an appearance individually or through your own counsel at your own expense.

TO PARTICIPATE IN THE DISTRIBUTION OF THE NET SETTLEMENT FUND, YOU MUST TIMELY COMPLETE AND RETURN THE PROOF OF CLAIM AND RELEASE THAT ACCOMPANIES THIS NOTICE. The Proof of Claim and Release must be postmarked on or before August 15, 2013, and be delivered to the Claims Administrator at the address below. Unless the Court orders otherwise, if you do not timely submit a valid Proof of Claim and Release, you will be barred from receiving any payments from the Net Settlement Fund, but will in all other respects be bound by the provisions of the Settlement Agreement and the Final Judgment.

### **IX. EXCLUSION FROM THE CLASS**

You may request to be excluded from the Class. To do so, you must mail a written request stating that you wish to be excluded from the Class to:

*Sinotech Securities Litigation*  
Claims Administrator  
c/o Gilardi & Co. LLC  
P.O. Box 990  
Corte Madera, CA 94976-0990

The request for exclusion must state: (1) your name, address, and telephone number; and (2) all purchases and sales of Sinotech Shares made from November 3, 2010 through August 16, 2011, inclusive, including the dates and prices of each purchase or sale, and the number of Shares purchased or sold. YOUR EXCLUSION REQUEST MUST BE POSTMARKED ON OR BEFORE JULY 11, 2013. If you submit a valid and timely request for exclusion, you shall have no rights under the Settlement, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Settlement Agreement or the Judgment.

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<sup>3</sup> First class action complaint filed on August 19, 2011. First available closing price for the Shares was on October 19, 2011 at \$0.21.

## **X. DISMISSAL AND RELEASES**

If the proposed Settlement is approved, the Court will enter a Final Judgment. The Judgment will dismiss the Released Claims with prejudice as to all Released Defendants as provided in the Settlement Agreement.

The Judgment will provide that all Class Members who have not validly and timely requested to be excluded from the Class shall be deemed to have released and forever discharged all Released Claims (to the extent members of the Class have such claims) against all Released Persons as provided in the Settlement Agreement.

## **XI. APPLICATION FOR ATTORNEYS' FEES AND EXPENSES**

At the Settlement Hearing, Lead Counsel will request the Court to award attorneys' fees of 25% of the Settlement Fund, plus litigation expenses not to exceed \$100,000.00, plus interest thereon. Class Members are not personally liable for any such fees, expenses, or compensation.

To date, Plaintiffs' Counsel have not received any payment for their services in conducting this Action on behalf of Lead Plaintiff and the members of the Class, nor have counsel been paid for their expenses. The fee requested by Lead Counsel would compensate counsel for their efforts in achieving the Settlement Fund for the benefit of the Class, and for their risk in undertaking this representation on a contingency basis. The fee requested is within the range of fees awarded to plaintiffs' counsel under similar circumstances in litigation of this type.

## **XII. CONDITIONS FOR SETTLEMENT**

The Settlement is conditioned upon the occurrence of certain events described in the Settlement Agreement. Those events include, among other things: (1) entry of the Judgment by the Court, as provided for in the Settlement Agreement; and (2) expiration of the time to appeal from or alter or amend the Judgment. Pending the Court's consideration of this Settlement, the Court has stayed all proceedings, and Class Members are precluded from bringing or pursuing any litigation that seeks to prosecute the Released Claims.

If, for any reason, any one of the conditions described in the Settlement Agreement is not met, the Settlement Agreement might be terminated and, if terminated, will become null and void, and the Settling Parties to the Settlement Agreement will be restored to their respective positions as of December 12, 2012.

## **XIII. THE RIGHT TO BE HEARD AT THE SETTLEMENT HEARING**

Any Class Member who has not validly and timely requested to be excluded from the Class, and who objects to any aspect of the Settlement, the Plan of Distribution, or the application for attorneys' fees and expenses may appear and be heard at the Settlement Hearing.<sup>4</sup> Any such Person must submit and serve a written notice of objection, to be received on or before July 11, 2013, by each of the following:

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

*Counsel for Lead Plaintiff:*

ROBBINS GELLER RUDMAN  
& DOWD LLP  
SAMUEL H. RUDMAN  
DAVID A. ROSENFELD  
58 South Service Road, Suite 200  
Melville, NY 11747

ROBBINS GELLER RUDMAN  
& DOWD LLP  
HELEN J. HODGES  
655 West Broadway, Suite 1900  
San Diego, CA 92101

THE WEISER LAW FIRM, P.C.  
ROBERT WEISER  
22 Cassatt Avenue  
Berwyn, PA 19312

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<sup>4</sup> Lead Counsel's pleadings in support of these matters will be filed with the Court on or before June 21, 2013.

*Counsel for Defendants:*

WILSON SONSINI GOODRICH  
& ROSATI, Professional Corporation  
RODNEY G. STRICKLAND  
650 Page Mill Road  
Palo Alto, CA 94304

GIBSON, DUNN & CRUTCHER LLP  
MARK A. KIRSCH  
200 Park Avenue, 47th Floor  
New York, NY 10166

The notice of objection must demonstrate the objecting Person's membership in the Class, including the number of Sinotech Shares purchased and sold from November 3, 2010 through August 16, 2011, inclusive, and contain a statement of the reasons for objection. Only Class Members who have submitted written notices of objection in this manner will be entitled to be heard at the Settlement Hearing, unless the Court orders otherwise.

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

If you hold or held any Sinotech Shares purchased between November 3, 2010 and August 16, 2011, inclusive as nominee for a beneficial owner, then, within ten (10) calendar days after you receive this Notice, you must either: (1) send a copy of this Notice and the Proof of Claim and Release 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:

*Sinotech Securities Litigation*  
Claims Administrator  
c/o Gilardi & Co. LLC  
P.O. Box 990  
Corte Madera, CA 94976-0990  
1-888-269-6654

If you choose to mail the Notice and Proof of Claim and Release 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 Proof of Claim and Release and which would not have been incurred but for the obligation to forward the Notice and Proof of Claim and Release, upon submission of appropriate documentation to the Claims Administrator.

**XV. EXAMINATION OF PAPERS**

This Notice is a summary and does not describe all of the details of the Settlement Agreement. For full details of the matters discussed in this Notice, you may review the Settlement Agreement filed with the Court, 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, 500 Pearl Street, New York, NY 10007. The motion papers, with exhibits, including the Settlement Agreement, are also available on the Court's ECF website (for a fee). Certain papers relating to the Settlement, including the Settlement Agreement, are also available at the Claims Administrator's website [www.gilardi.com](http://www.gilardi.com).

If you have any questions about the settlement of the Action, you may contact a representative of Lead Counsel: Rick Nelson, c/o Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900.

**PLEASE DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE**

DATED: May 16, 2013

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