

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ZACHARY LEWY, JOHN LEE, ERIC KLEMENT, AND
BENJAMIN L. PADNOS, INDIVIDUALLY AND
ON BEHALF OF ALL OTHERS SIMILARLY SITUATED,

Plaintiffs,

vs.

SKYPEOPLE FRUIT JUICE, INC., RODMAN &
RENSHAW, LLC, YONGKE XUE, HONGKE XUE, XIAOQIN YAN,
SPRING LIU, NORMAN KO, GUOLIN WANG, ROBERT B. FIELDS,
AND JOHN SMAGULA,

Defendants.

CASE No.: 11 Civ. 2700 (PKC)

NOTICE OF PENDENCY AND
PROPOSED SETTLEMENT OF CLASS ACTION

If you purchased the publicly-traded common stock ("Stock") of SkyPeople Fruit Juice, Inc. ("SkyPeople") during the period from March 31, 2010 through and including June 1, 2011, or bought shares in, or pursuant and/or traceable to the Registration Statement of SkyPeople declared effective on August 24, 2010, you could get a payment from a class action settlement (the "Settlement").

A federal court has authorized this notice.

Claims Deadline: December 17, 2013

Exclusion Deadline: December 20, 2013

Objection Deadline: December 27, 2013

- If approved by the Court, the settlement will provide \$2,200,000 in cash, plus interest (the "Settlement Amount"), to pay claims of investors who purchased or otherwise acquired SkyPeople Stock during the period from March 31, 2010 through and including June 1, 2011 (the "Class Period").
- The Settlement represents an average recovery of \$.0856 per share of SkyPeople Stock for the 25,690,402 million common shares outstanding as of June 1, 2011, the end of the Class Period. A share may have been traded more than once during the Class Period. This estimate solely reflects the average recovery per outstanding share of SkyPeople Stock. The indicated average recovery per share will be the total average recovery for all purchasers of that share. This is not an estimate of the actual recovery per share you should expect. Your actual recovery will depend on the aggregate losses of all Class Members, the date(s) you purchased and sold SkyPeople Stock, and the total number and amount of claims filed.
- Attorneys for the Lead Plaintiff and Named Plaintiffs ("Class Counsel") intend to ask the Court to award them fees of up to 33 1/3% of the Settlement Amount (or \$733,333.33), and reimbursement of litigation expenses not to exceed \$130,000. Class Counsel also intends to ask the Court to grant to Lead Plaintiff Zachary Lewy an award of \$3,000, to Named Plaintiff Eric Klement an award of \$3,000, to Named Plaintiff Benjamin Padnos an award of \$2,000, and to Named Plaintiff John Lee an award of \$1,500, to reflect their varying contributions to the case, for a total award of \$9,500. Collectively, the attorneys' fees, litigation expenses, and awards to Lead Plaintiff and Named Plaintiffs are estimated to average \$.0339 per damaged share of SkyPeople Stock. If approved by the Court, these amounts will be paid from the Settlement Fund.
- The Class Members' approximate recovery from the Settlement, following deduction of attorneys' fees and expenses and award to Lead Plaintiff and Named Plaintiffs approved by the Court, is an average of \$.0517 per share of SkyPeople Stock. This estimate is based on the assumptions set forth in the preceding paragraphs. Your actual recovery, if any, will vary depending on the dates of your transactions, your purchase and sale price(s) and the number of Proof of Claim forms filed.
- The Settlement resolves the lawsuit concerning whether SkyPeople, its officers and directors, Rodman & Renshaw LLP, BDO Limited, Child Van Wagoner & Bradshaw, PLLC made false and misleading statements, in violation of federal securities laws, based upon the allegations set forth in the Consolidated Amended Complaint, including that: (1) SkyPeople should have disclosed that its acquisition of Yingkou Trusty Fruits Co., Ltd. ("Yingkou") was a related party transaction; (2) SkyPeople overstated its revenues by over 1,000% for fiscal year 2009; (3) SkyPeople understated its net loss for fiscal year 2009; and (4) overstated its revenue by over 200% for fiscal year 2008. Defendants SkyPeople, Yongke Xue, Xiaoqin Yan, Hongke Xue, Spring Liu, Norman Ko, Guolin Wang, Robert B. Fields, and John Smagula (collectively the "Settling Defendants") deny all allegations of misconduct.
- Your legal rights will be affected whether you act or do not act. If you do not act, you may permanently forfeit your right to recover on this claim. Therefore, *please read this notice carefully.*

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM NO LATER THAN DECEMBER 17, 2013	The only way to get a payment.
EXCLUDE YOURSELF NO LATER THAN DECEMBER 20, 2013	Get no payment. This is the only option that allows you to be part of any other lawsuit against the Settling Defendants and related parties with respect to the “Settled Claims” (as defined below).
OBJECT NO LATER THAN DECEMBER 27, 2013	Write to the Court about why you do not like the Settlement, the proposed Plan of Allocation or the request for payment of attorneys’ fees and expenses or a payment to the Lead Plaintiff and Named Plaintiffs.
GO TO A HEARING ON JANUARY 17, 2014	Speak in Court about the fairness of the Settlement.
DO NOTHING	Remain in the Class, be bound by the Court’s Order and Final Judgment (including the Release) but without receiving any payment. Give up your rights to sue the Settling Defendants and related parties on the claims in this case.

INQUIRIES

Please do not contact the Court regarding this notice. All inquiries concerning this Notice, the Proof of Claim form, or any other questions by Class members should be directed to:

SkyPeople Fruit Juice, Inc. Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson Street, Suite 3
Media, PA 19063
Tel: (866) 274-4004
www.strategicclaims.net

or

Class Counsel:
Laurence M. Rosen, Esq.
Phillip Kim, Esq.
The Rosen Law Firm, P.A.
275 Madison Avenue, 34th Floor
New York, NY 10016
Tel.: (212) 686-6080
www.rosenlegal.com

COMMON QUESTIONS AND ANSWERS CONCERNING THIS CASE AND THE SETTLEMENT

WHAT THIS NOTICE CONTAINS

	PAGE
1. Why did I get this Notice?	3
2. What is this lawsuit about?	3
3. Why is this a class action?	3
4. Why is there a Settlement?	3
5. How do I know if I am part of the Class settlement?	4
6. Are there exceptions to being included?	4
7. I am still not sure whether I am included.	4
8. What does the Settlement provide?	4
9. How can I get a payment?	7
10. What am I giving up to get a payment or stay in the Class?	7
11. How do I get out of the Settlement?	8
12. If I do not exclude myself, can I later sue Settling Defendants on the same claims?	8
13. Do I have a lawyer in this case?	8
14. How will the lawyers be paid?	8
15. How do I tell the Court that I do not like the Settlement or any part of it?	9
16. What is the difference between objecting and requesting exclusion?	9
17. When and where will the Court decide whether to approve the Settlement?	9
18. Do I have to come to the hearing?	9
19. What happens if I do nothing at all?	10
20. How can I get more information about the Settlement and Class Counsel’s request for attorneys’ fees and expenses and for payment to Lead Plaintiff and Named Plaintiffs?	10

BASIC INFORMATION

1. Why did I get this Notice?

You or someone in your family or household may have purchased SkyPeople Stock during the Class Period.

2. What is this lawsuit about?

The case is known as Zachary Lewy et al. v. Skypeople Fruit Juice, Inc. et al., Case No. 1:11-CV-02700 (PKC) (the “Litigation”), and the Court in charge of the case is the Honorable P. Kevin Castel of the United States District Court for the Southern District of New York.

In this class action, Zachary Lewy was appointed by the Court to represent all Class Members and were designated as the “Lead Plaintiff” for the case and The Rosen Law Firm, P.A. (“The Rosen Law Firm”) was appointed by the Court to serve as “Lead Counsel.”

Defendants in this case are SkyPeople, certain of its current and former officers and directors – Yongke Xue, Xiaoqin Yan, Hongke Xue, Spring Liu, Norman Ko, Guolin Wang, Robert B. Fields, and John Smagula (the “Settling Defendants”), Rodman & Renshaw, LLC – which declared bankruptcy in January 2013, Child Van Wagoner & Bradshaw, PLLC, and BDO Limited. Lead Plaintiff and Named Plaintiffs purchased SkyPeople Stock during the Class Period, like all Class Members. Lead Plaintiff and Named Plaintiffs allege that Defendants violated the federal securities laws during the Class Period by not disclosing to investors that SkyPeople’s acquisition of a company in 2009 was allegedly a related-party transaction and for allegedly overstating its 2008-2009 revenues. SkyPeople, Yongke Xue, Xiaoqin Yan, Hongke Xue, Spring Liu, Norman Ko, Guolin Wang, Robert B. Fields, and John Smagula (the “Settling Defendants”) and Lead Plaintiff disagree on liability and the existence and amount of damages. The Settling Defendants deny that they or anyone acting on behalf of SkyPeople engaged in any wrongdoing, and emphatically disagree with any claim that they in any respect misled investors, violated the securities laws, or otherwise acted improperly.

3. Why is this a class action?

In a class action, one or more people or entities, called class representatives or lead plaintiffs, sue on behalf of all persons and/or entities who have similar claims. All of these people and entities are called the “Class”. These individual persons and/or entities are known as “Class Members”. One court resolves all of the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

4. Why is there a Settlement?

As noted, Lead Plaintiff and the Settling Defendants do not agree on the merits of Lead Plaintiff’s allegations. This case has not gone to trial and the Court did not decide in favor of Lead Plaintiff or the Settling Defendants. Instead, both sides agreed to a settlement avoiding the cost and risks of further litigation and trial. Given the risks involved in this litigation, Lead Plaintiff and his attorneys think the Settlement is best for all Class Members. Even if the Settling Defendants’ potential motions for summary judgment were denied and Lead Plaintiff won at trial, and also prevailed on any appeal, Lead Plaintiff might not be able to collect some, or all, of any judgment awarded to the Class. Consequently, Class Counsel is concerned that, if this matter is not settled, the Class Members may receive little or nothing even if the Lead Plaintiff wins the case.

Thus, the principal reason Lead Plaintiff has agreed to the Settlement is to provide a benefit to the Class Members now. This benefit must be compared to the risk that no recovery might be achieved, or that no judgment could be enforced against the Settling Defendants. Although Lead Plaintiff was prepared to move forward in the case and to go to trial, and was confident in his ability to present a case, he recognizes that he might have lost, or that he might not have been able to collect any judgment he obtained. The claims advanced by the Class involve numerous complex legal and factual issues, requiring extensive witness and expert testimony, which would add considerably to the expenses and duration of the litigation, which would have gone on for some years. In addition, if this case were to proceed, the Settling Defendants would assert that their statements were not false or misleading, and certainly not intentionally false or misleading, when made. The Settling Defendants would further assert that none of them acted with an intent to deceive or recklessness, which is a required element of Lead Plaintiff’s claims.

In addition, if this case were to proceed, the parties would disagree on many other issues that could affect the outcome of the litigation and, if resolved in favor of the Settling Defendants, could result in Class Members receiving little or even nothing. The issues include: (1) the amount by which any SkyPeople Stock was allegedly artificially inflated (if at all) during the relevant time period; (2) the extent to which the various allegedly materially false and misleading statements made by the Settling Defendants influenced (if at all) the trading prices of SkyPeople Stock; (3) the extent to which the various allegedly adverse material facts that Lead Plaintiff alleged were not disclosed to the public influenced (if at all) the trading prices of SkyPeople Stock; and (4) whether the statements made or facts allegedly omitted were false, misleading material, or otherwise actionable under the federal securities laws. Moreover, even if Lead Plaintiff’s allegations were eventually found to be true, the total amount of damages to which Class members would be entitled could be substantially reduced as Lead Plaintiff and Settling Defendants vastly differed on their view of damages.

Despite these issues and risks, this Settlement enables the Class to recover a substantial amount now. As a result, Lead Plaintiff and Class Counsel believe this Settlement is fair and reasonable and provides a reasonable recovery to the Class.

WHO IS IN THE SETTLEMENT

5. How do I know if I am part of the Class settlement?

To be a Class Member, you must have purchased SkyPeople Stock during the period from March 31, 2010 through and including June 1, 2011, and suffered losses on your investment as a result of the decline in the value of SkyPeople Stock.

6. Are there exceptions to being included?

Yes. You are not a Class Member if you are:

- (i) a Defendant, a present or former officer or director of SkyPeople, a member of such excluded person's immediate family, such excluded person's heir, successor or assign, any person, firm, trust, corporation, officer, director, or other individual or entity in which any excluded person has a controlling interest or which is related to or affiliated with any of the excluded persons, or any such excluded person's successors-in-interest or assigns, and the legal representatives, agents, affiliates, heirs, successors-in-interest or assigns of any excluded person; or
- (ii) if you exclude yourself from the Class, as described below.

If you sold SkyPeople Stock during the Class Period, that does not make you a Class Member. You are a Class Member only if you purchased SkyPeople Stock from March 31, 2010 through and including June 1, 2011.

If one of your mutual funds purchased or owns shares of SkyPeople Stock, that alone does not make you a Class Member.

7. I am still not sure whether I am included.

If you are still not sure whether you are included, you can ask for free help. For more information, you can contact the Claims Administrator, Strategic Claims Services, by phone at (866) 274-4004, by facsimile at (610) 565-7985, visit the website at www.strategicclaims.net or you can fill out and return the claim form described in Question 9, to see if you qualify.

THE SETTLEMENT BENEFITS—WHAT YOU RECEIVE

8. What does the Settlement provide?

a. What is the Settlement Fund?

The proposed Settlement calls for the creation of a "Settlement Fund" in the amount of \$2,200,000 in cash. The Settlement will not become effective unless it is approved by the Court. Subject to the Court's approval, a portion of the Settlement Fund will be used to pay Class Counsel's attorneys' fees and reasonable litigation expenses and an award to the Lead Plaintiff and Named Plaintiffs. A portion of the Settlement Fund will also be used to pay taxes due on interest earned by the Settlement Fund, if necessary, and any notice costs and claims administration expenses incurred in the case. After these deductions from the Settlement Fund have been made, the amount remaining (the "Net Settlement Fund") will be distributed to Class Members who submit valid claim forms.

b. What can you expect to receive under the proposed Settlement?

If you are entitled to a payment, your share of the Net Settlement Fund will depend on the number of valid claim forms that Class Members submit, how many shares of SkyPeople Stock you purchased, when you bought and sold your SkyPeople Stock, the amount of administrative costs, including costs of notice, and the amount awarded by the Court to Class Counsel for attorneys' fees, costs, and expenses and to the Lead Plaintiff and Named Plaintiffs. By following the Plan of Allocation described below, you can calculate your "Recognized Loss." The Claims Administrator will distribute the Net Settlement Fund according to the Plan of Allocation after the deadline for submission of Proof of Claim forms has passed.

The Claims Administrator will determine each Class Member's *pro rata* share of the Net Settlement Fund based upon each Class Member's valid "Recognized Loss." **The Recognized Loss formula is not intended to be an estimate of the amount that a Class Member might have been able to recover after a trial; it also is not an estimate of the amount that will be paid to Class Members pursuant to the Settlement.** The Recognized Loss formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Class Members with valid claims.

The Net Settlement Fund will be distributed to Class Members who submit valid, timely claim forms ("Authorized Claimants") under the following Plan of Allocation, which reflects Lead Plaintiff's contention that because of alleged misrepresentations and omissions contained in SkyPeople's financial results and other public statements, the price of SkyPeople Stock was artificially inflated during the Class Period and that disclosures of the true facts caused changes in the inflated stock price.

PLAN OF ALLOCATION

1. For purposes of determining the amount an Authorized Claimant will recover from the Settlement, Class Counsel has consulted with a damages consultant who has developed the Plan of Allocation. It is designed to fairly allocate the proceeds of the Net Settlement Fund to Authorized Claimants.
 2. The Court has not made any finding that the Released Parties are liable to the Class or that the Class has suffered any compensable damages, nor has the Court made any finding that the payments allowed under this Plan of Allocation are an accurate measure of damages.
 3. The Claims Administrator will determine each Class Member's *pro rata* share of the Net Settlement Fund based upon each claimant's "Recognized Claim" from transactions in SkyPeople common stock during the entire Class Period.
- I. Recognized Loss Calculation of Common Stock Purchased or Otherwise Acquired (excluding common stock purchased or otherwise acquired in the Offering effective August 24, 2010) during the Class Period:**
- 1. For shares purchased on or between March 31, 2010 and April 1, 2011:**
 - A. For shares retained at the close of trading on August 31, 2011 the Recognized Loss shall be the lesser of:
 - (1) \$1.31 per share; or
 - (2) the difference between the purchase price per share and \$2.58 per share.
 - B. For shares retained at the end of trading on June 1, 2011 and sold on or between June 2, 2011 and August 31, 2011, the Recognized Loss shall be the lesser of:
 - (1) \$1.31 per share; or
 - (2) the difference between the purchase price per share and the average closing price per share as of the date of sale as set forth in Table A below.
 - C. For shares sold on or between March 31, 2010 and April 1, 2011, the Recognized Loss shall be zero.
 - D. For shares sold on or between April 2, 2011 and April 4, 2011, the Recognized Loss shall be the lesser of:
 - (1) \$.56 per share; or
 - (2) the difference between the purchase price per share and the sales price per share.
 - E. For shares sold on or between April 5, 2011 and June 1, 2011, the Recognized Loss shall be the lesser of:
 - (1) \$.84 per share; or
 - (2) the difference between the purchase price per share and the sales price per share.
 - 2. For shares purchased on April 4, 2011:**
 - A. For shares retained at the close of trading on August 31, 2011 the Recognized Loss shall be the lesser of:
 - (1) \$.75 per share; or
 - (2) the difference between the purchase price per share and \$2.58 per share.
 - B. For shares retained at the end of trading on June 1, 2011 and sold on or between June 2, 2011 and August 31, 2011, the Recognized Loss shall be the lesser of:
 - (1) \$.75 per share; or
 - (2) the difference between the purchase price per share and the average closing price per share as of the date of sale as set forth in Table A below.
 - C. For shares sold on April 4, 2011, the Recognized Loss shall be zero.
 - D. For shares sold on or between April 5, 2011 and June 1, 2011, the Recognized Loss shall be the lesser of:
 - (1) \$.27 per share; or
 - (2) the difference between the purchase price per share and the sales price per share.
 - 3. For shares purchased on or between April 5, 2011 and June 1, 2011:**
 - A. For shares retained at the close of trading on August 31, 2011 the Recognized Loss shall be the lesser of:
 - (1) \$.47 per share; or
 - (2) the difference between the purchase price per share and \$2.58 per share.
 - B. For shares retained at the end of trading on June 1, 2011 and sold on or between June 2, 2011 and August 31, 2011, the Recognized Loss shall be the lesser of:
 - (1) \$.47 per share; or

(2) the difference between the purchase price per share and the average closing price per share as of the date of sale as set forth in Table A below.

C. For shares sold on or between April 5, 2011 and June 1, 2011, the Recognized Loss shall be zero.

II. Recognized Loss Calculation of Common Stock purchased or Otherwise Acquired in the Offering effective August 24, 2010 (“August Offering”):

A. For shares retained at the close of trading on June 1, 2011, the Recognized Loss shall be \$1.31 per share multiplied by 1.2x¹.

B. For shares sold on or between April 2, 2011 and April 4, 2011, the Recognized Loss shall be \$.54 per share multiplied by 1.2x;

C. For shares sold on or between April 5, 2011 and June 1, 2011, the Recognized Loss shall be \$.84 per share multiplied by 1.2x;

D. For shares sold on or before April 1, 2011, the Recognized Loss shall be \$0.

TABLE A

<u>Date</u>	<u>Closing Prices</u>	<u>Average Closing Prices</u>	<u>Date</u>	<u>Closing Prices</u>	<u>Average Closing Prices</u>
6/2/2011	\$2.16	\$2.16	7/19/2011	\$3.09	\$2.64
6/3/2011	\$2.24	\$2.20	7/20/2011	\$3.06	\$2.66
6/6/2011	\$2.42	\$2.27	7/21/2011	\$3.03	\$2.67
6/7/2011	\$2.49	\$2.33	7/22/2011	\$3.04	\$2.68
6/8/2011	\$2.46	\$2.35	7/25/2011	\$3.00	\$2.69
6/9/2011	\$2.26	\$2.34	7/26/2011	\$2.88	\$2.69
6/10/2011	\$2.18	\$2.32	7/27/2011	\$2.90	\$2.70
6/13/2011	\$2.37	\$2.32	7/28/2011	\$2.71	\$2.70
6/14/2011	\$2.54	\$2.35	7/29/2011	\$2.58	\$2.69
6/15/2011	\$2.53	\$2.37	8/1/2011	\$2.60	\$2.69
6/16/2011	\$2.40	\$2.37	8/2/2011	\$2.69	\$2.69
6/17/2011	\$2.30	\$2.36	8/3/2011	\$2.52	\$2.69
6/20/2011	\$2.47	\$2.37	8/4/2011	\$2.53	\$2.68
6/21/2011	\$2.37	\$2.37	8/5/2011	\$2.53	\$2.68
6/22/2011	\$2.51	\$2.38	8/8/2011	\$2.33	\$2.67
6/23/2011	\$2.62	\$2.40	8/9/2011	\$2.48	\$2.67
6/24/2011	\$2.50	\$2.40	8/10/2011	\$2.51	\$2.67
6/27/2011	\$2.53	\$2.41	8/11/2011	\$2.44	\$2.66
6/28/2011	\$2.64	\$2.42	8/12/2011	\$2.42	\$2.66
6/29/2011	\$2.54	\$2.43	8/15/2011	\$2.49	\$2.65
6/30/2011	\$2.68	\$2.44	8/16/2011	\$2.35	\$2.65
7/1/2011	\$2.68	\$2.45	8/17/2011	\$2.51	\$2.65
7/5/2011	\$2.67	\$2.46	8/18/2011	\$2.43	\$2.64
7/6/2011	\$2.67	\$2.47	8/19/2011	\$2.44	\$2.64
7/7/2011	\$2.65	\$2.48	8/22/2011	\$2.37	\$2.63
7/8/2011	\$3.20	\$2.50	8/23/2011	\$2.21	\$2.63
7/11/2011	\$3.26	\$2.53	8/24/2011	\$2.17	\$2.62
7/12/2011	\$3.14	\$2.55	8/25/2011	\$2.13	\$2.61
7/13/2011	\$3.27	\$2.58	8/26/2011	\$2.15	\$2.60
7/14/2011	\$3.22	\$2.60	8/29/2011	\$2.13	\$2.60
7/15/2011	\$3.24	\$2.62	8/30/2011	\$2.18	\$2.59
7/18/2011	\$2.97	\$2.63	8/31/2011	\$2.31	\$2.58

¹ Class Counsel determined that Class Members who purchased shares in the August Offering have a stronger claim, and proposes to assign these claims 20% more.

HOW YOU RECEIVE A PAYMENT — SUBMITTING A CLAIM

9. How can I get a payment?

To qualify for a payment, you must be an eligible Class Member and must send in a form entitled “Proof of Claim and Release”. This Claim Form was mailed with this Notice. You may also obtain a Claim Form at www.strategicclaims.net. Read the instructions carefully, fill out the form, sign it in the location indicated, and mail the Claim Form together with all required documentation, postmarked no later than December 17, 2013, to:

SkyPeople Fruit Juice, Inc. Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson Street, Suite 3
Media, PA 19063
Tel: (866) 274-4004
www.strategicclaims.net

The Claims Administrator will process your claim and determine whether you are an “Authorized Claimant.”

10. What am I giving up to get a payment or stay in the Class?

If you are a member of the Class, and do not exclude yourself, you will give up and release any claims you might have against the Settling Defendants relating to the “Settled Claims,” as described more fully below. All of the Court’s orders will apply to you and legally bind you. ***If you are a Class Member, this will be true even if you do not submit or sign a Proof of Claim and Release form, unless you exclude yourself from the Class (in which case you will not receive any payment).***

If the proposed Settlement is approved, the Court will enter an Order and Final Judgment of Dismissal with prejudice. The Judgment will dismiss the “Settled Claims” with prejudice as to all “Released Parties”. The Judgment will provide that all Class Members on behalf of themselves, their current and former heirs, executors, administrators, successors, attorneys, legal representatives, and assigns, shall be deemed to have released and to have forever relinquished and discharged all Settled Claims against all Released Parties. Each of the Settling Defendants will also release all claims they may have against any Class Member, to the extent set forth in the Stipulation of Settlement.

“Released Parties” means the Settling Defendants, and any of their current, former or future parents, subsidiaries, affiliates, partners, joint venturers, officers, directors, principals, shareholders, members, agents (acting in their capacity as agents), employees, attorneys, advisors, accountants, insurers, associates and/or any other individual or entity in which any Settling Defendant has a controlling interest.

“Settled Claims” means any and all claims, debts, demands, liabilities, rights and causes of action of every nature and description whatsoever (including but not limited to any claims for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether suspected or unsuspected, asserted or unasserted, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, including both known claims and Unknown Claims, (i) that have been alleged or asserted in the Litigation by the Plaintiffs and/or Class Members or any of them against any of the Settling Defendants; or (ii) that could have been alleged or asserted in the Litigation, or in any other action or forum, including but not limited to any claim arising out of or relating to any of the acts, omissions, misrepresentations, facts, events, matters, transactions or occurrences referred to in the Litigation or otherwise alleged or asserted in the Litigation; provided, however, that Settled Claims do not include any claims to enforce any of the terms of the Stipulation or of the Order and Final Judgment.

“Unknown Claims” means any Settled Claim which Plaintiffs or any member of the Class does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, which if known by him, her or it, might have affected his, her or its decision with respect to the Settlement, including, but not limited to, the decision not to object to the Settlement, and any Settling Defendants’ Claims which any Settling Defendant does not know or expect to exist in his, her or its favor, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Settled Claims and Settling Defendants’ Claims, the Parties stipulate and agree that upon the Effective Date, the Plaintiffs and Settling Defendants shall expressly waive, and each Class Member shall be deemed to have and by operation of the Order and Final 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 Cal. Civ. 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.”

If you desire, please read the Stipulation of Settlement at the website (or call for a copy of it) for a fuller explanation of the definition of “Settled Claims,” all of which you will be deemed to release if the Settlement is approved by the Court.

If you do not exclude yourself, you may sign and submit a Claim Form to claim a share in the Net Settlement Fund and this will be the only compensation from the Settlement you will receive for any losses you may have incurred from purchases of SkyPeople stock during the Class Period.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I get out of the Settlement?

If you do not want to receive a payment from this Settlement, and you want to keep the right to sue or continue to sue the Settling Defendants with respect to the Settled Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from — or “opting out” of — the Settlement. To exclude yourself from the Settlement, you must mail a letter stating you want to be excluded as a Class Member from Zachary Lewy et al. v. Skypeople Fruit Juice, Inc. et al., Case No. 1:11-CV-02700 (PKC). You must include your name, address, telephone number, e-mail address and your signature, along with an accurate list of all of your purchases and sales of SkyPeople Stock in the Class Period, including the dates of each purchase and sale, the number of shares in each transaction, and the amounts paid or received in each transaction (excluding commissions, taxes and other charges). You must mail your exclusion request, so that it is **received** no later than December 20, 2013, to the following three addresses:

SkyPeople Fruit Juice, Inc. Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson Street, Suite 3
Media, PA 19063
Tel: (866) 274-4004
www.strategicclaims.net

CLASS COUNSEL	DEFENSE COUNSEL
Laurence M. Rosen, Esq. The Rosen Law Firm, P.A. 275 Madison Avenue, 34 th Floor New York, NY 10016 212-686-1060	Neal R. Marder Winston & Strawn LLP 333 S. Grand Avenue Los Angeles, CA 90071 213-615-1700 <i>Counsel for Defendants SkyPeople Fruit Juice, Inc., Hongke Xue, Xiaoqin Yan, Spring Liu, Norman Ko, Robert B. Fields, and John Smagula</i>

You cannot exclude yourself by telephone or by e-mail or at the website.

If you properly exclude yourself, you will not receive a settlement payment, you cannot object to the Settlement, and you will not be legally bound by anything that happens in this case.

12. If I do not exclude myself, can I later sue Settling Defendants on the same claims?

No. Unless you exclude yourself, you give up any right to sue Settling Defendants or the Released Parties for the Settled Claims. If you have a pending lawsuit, speak to your lawyer in that case immediately, since you may have to exclude yourself from this Class to continue your own lawsuit.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court appointed The Rosen Law Firm to represent you and the other Class Members. These lawyers are called Lead Plaintiff’s Counsel or Class Counsel. You will not be individually charged for the work of these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. Contact information for The Rosen Law Firm is provided above.

14. How will the lawyers be paid?

Class Counsel and counsel working under their direction have expended considerable time litigating this action on a contingent fee basis, and have paid for the expenses of the litigation themselves. As is customary in this type of litigation, they did so with the expectation that if they were successful in recovering money for the Class, they would receive attorneys’ fees and be reimbursed for their litigation expenses from the Settlement Fund. Class Counsel will not receive attorneys’ fees or be reimbursed for their litigation expenses otherwise.

Therefore, Class Counsel will file a motion asking the Court to make a payment of attorneys' fees in an amount not to exceed 33¹/₃% of the \$2,200,000 Settlement Amount and for reimbursement of their already paid or incurred litigation expenses not to exceed \$130,000. Class Counsel also intends to ask the Court to grant the Lead Plaintiff and Named Plaintiffs a total of \$9,500. This request is in the range of fees awarded to counsel in other cases of this type. The Court may award less than these amounts. *Any amounts awarded by the Court will come out of the Settlement Fund.*

If the above amounts for fees, expenses, and awards to Lead Plaintiff and Named Plaintiffs are requested and approved by the Court, the average cost per share of SkyPeople Stock will be \$.0517.

On or before December 13, 2013 the filed copy of Class Counsel's request for attorneys' fees and expenses will be available on the settlement website, www.strategicclaims.net.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Settlement or any part of it?

If you are a Class Member, you can tell the Court you do not agree with the Settlement or any part of it, including the proposed Plan of Allocation, or the request for attorneys' fees and expenses to Class Counsel, or the request for payment to Lead Plaintiff and Named Plaintiffs. You must mail a letter stating that you object to the Settlement in *Zachary Lewy et al. v. Skypeople Fruit Juice, Inc. et al.*, Case No. 1:11-CV-02700 (PKC) and must include your name, address, telephone number, e-mail address, signature, a list of your purchases and sales of SkyPeople Stock in the Class Period in order to show your membership in the Class, and all of the reasons you object to the Settlement or any part of it or any request for payment. Be sure to mail the letter to the following three addresses, so that it is **received** no later than December 27, 2013, so the Court will consider your views:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court United States District Court Southern District of New York 500 Pearl St. New York, NY 10007-1312	Laurence M. Rosen, Esq. The Rosen Law Firm, P.A. 275 Madison Avenue, 34 th Floor New York, NY 10016 212-686-1060	Neal R. Marder Winston & Strawn LLP 333 S. Grand Avenue Los Angeles, CA 90071 213-615-1700 <i>Counsel for Defendants SkyPeople Fruit Juice, Inc., Hongke Xue, Xiaoqin Yan, Spring Liu, Norman Ko, Robert B. Fields, and John Smagula</i>

16. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement, the proposed Plan of Allocation, or the requests for attorneys' fees or similar payments. You can object only if you stay in the Class. By contrast, requesting exclusion is telling the Court that you do not want to be part of the Class and Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE COURT'S FINAL SETTLEMENT HEARING

17. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Settlement Hearing on January 17, 2014, at 2:00 p.m., at the United States District Court for the Southern District of New York, Courtroom 12C, 500 Pearl Street, New York, NY 10007.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to approve the Settlement. If there are objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel for attorneys' fees and expenses and how much money to award Lead Plaintiff and Named Plaintiffs. The Court may adjourn or postpone the date of the hearing without further notice to the Class.

18. Do I have to come to the hearing?

No, although you are welcome to attend at your own expense. If you object to the Settlement in writing, and do so in compliance with the instructions set forth in this Notice, the Court will consider it, and you do not have to come to Court to talk about it. If, however, you, or an attorney you hire at your own cost, intend to appear and speak at the hearing, you must indicate that you will do so in the letter containing your objections or in a separate letter which must be sent to the same persons by the same deadline as noted in Question No. 15 above. You must indicate who will speak, any witnesses you will question and all evidence you will ask the Court to consider.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will not receive a payment from the Settlement. However, unless you exclude yourself, if the Settlement is approved, you or anyone acting or purporting to act on your behalf will be permanently and forever enjoined from prosecuting, attempting to prosecute, or assisting others in the prosecution of any Settled Claims against the Released Parties.

20. How can I get more information about the Settlement and Class Counsel's request for attorneys' fees and expenses and for payment to Lead Plaintiff and Named Plaintiffs?

This is only a summary of the Settlement and the other matters discussed here. You can get more information about the Settlement by contacting the Claims Administrator or Class Counsel at the addresses and numbers noted above. A copy of the full Stipulation and Agreement of Settlement, which has been filed with the Court, and all related documents can be found on the Claims Administrator's web site at www.strategicclaims.net.

The papers submitted in support of the Settlement and Class Counsel's request for the Court's approval of an award of fees and expenses, and request for payment to Lead Plaintiff and Named Plaintiffs, will be filed by December 13, 2013 and posted on this website.

PLEASE DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE

SPECIAL NOTICE TO NOMINEES

If you purchased or otherwise acquired SkyPeople Stock during the Class Period for the beneficial interest of a person or organization other than yourself, the Court has directed that within fourteen (14) days after you receive this Notice, you must either: (1) send a copy of this Notice and the Proof of Claim form by first class mail to all such persons or entities, or (2) provide a list of the names and addresses of such persons or entities to the Claims Administrator.

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.

In either case, 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 the Proof of Claim, which would not have been incurred but for the obligation to forward the Notice and the Proof of Claim, upon submission of appropriate documentation to the Claims Administrator.

DATED: SEPTEMBER 18, 2013.

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