

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

GARY REDWEN, Individually And On Behalf Of All
Others Similarly Situated,

Plaintiffs,

v.

SINO CLEAN ENERGY, INC., et al.,

Defendants.

Case No.: 11-CV-03936 PA (SSx)

**NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT, SETTLEMENT FAIRNESS HEARING,
AND MOTION FOR ATTORNEYS' FEES AND
REIMBURSEMENT OF LITIGATION EXPENSES**

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights may be affected by a class action lawsuit (the "Action") pending in the United States District Court for the Central District of California (the "Court") if you purchased or otherwise acquired the common stock of Sino Clean Energy, Inc. ("Sino Clean") pursuant to and/or traceable to the Registration Statement and Prospectus for the secondary offering of 5,465,000 shares of the Company offered at a price of \$5.25 per share, and which became effective December 21, 2010 (the "Offering"), and were damaged thereby.

NOTICE OF SETTLEMENT: Please also be advised that the Court-appointed Lead Plaintiff Perritt Micro Cap Opportunities Fund ("Lead Plaintiff"), on behalf of itself and the Class (as defined in ¶29 below), has reached an agreement to settle the Action with Sino Clean for a total of U.S. \$2 million in cash that, if approved, will resolve all claims in the Action (the "Settlement").¹

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of cash from the Settlement. If you are a Class Member, your legal rights will be affected whether or not you act.

1. **Description of the Action and Class:** This Notice relates to a proposed Settlement of claims in a pending class action lawsuit brought by investors alleging that the prices of shares of Sino Clean Common Stock acquired pursuant to and/or traceable to the Offering were artificially inflated as a result of allegedly material false and misleading statements and omissions issued by Defendants regarding the business of Sino Clean. Among other things, the lawsuit alleged that documents filed by Sino Clean with the Securities and Exchange Commission ("SEC") overstated the Company's revenues, production capacity and production volume for Fiscal Years 2008 and 2009, that several of the Company's purported factories were in fact "ghost factories" with no business purpose, and that the Offering identified the existence of certain customers which were not doing any business with Sino Clean.

2. The Defendants are (1) Sino Clean, (2) Baowen Ren, (3) Wen (Wendy) Fu, (4) Hon Wan Chan, (5) Peng Zhou, (6) Wenjie Zhang, (7) Albert Ching-Hwa Pu, and (8) Zidong Cao. The proposed Settlement, if approved by the Court, will settle claims of all persons and entities who purchased or otherwise acquired the common stock of Sino Clean pursuant to and/or traceable to the "Offering," and who were damaged thereby (the "Class"). The Class does not include certain persons and entities who are excluded from the Class by definition (see ¶29 below) or who validly elect to exclude themselves from the Class (see ¶¶73-75 below).

3. **Statement of Class's Recovery:** Subject to Court approval, and as described more fully below, Lead Plaintiff, on behalf of itself and the Class, has agreed to settle all claims based on the purchase or acquisition of Sino Clean Common Stock pursuant to and/or traceable to the Offering that were or could have been asserted against Defendants in the Action in exchange for a total settlement payment of U.S. \$2,000,000 in cash (the "Settlement Amount") to be deposited into an interest-bearing escrow account (the "Settlement Fund"). The Net Settlement Fund (the Settlement Fund less Taxes, Notice and Administration Costs, and attorneys' fees and Litigation Expenses awarded by the Court) will be distributed in accordance with a plan of allocation that is approved by the Court, which will determine how the Net Settlement Fund shall be allocated among members of the Class. The proposed plan of allocation (the "Plan of Allocation") is set forth on page 7 below.

4. **Estimate of Average Amount of Recovery Per Share:** Lead Plaintiff's damages expert estimates that approximately 5.1 million shares of Sino Clean Common Stock may have been affected by the conduct at issue in the Action. If all Class Members elect to participate in the Settlement, the estimated average recovery per affected share of

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation and Agreement of Settlement dated January 27, 2013 (the "Stipulation"), which is available on the website established for the Settlement at www.gilardi.com/sinoclean.

Sino Clean Common Stock would be approximately \$0.39, before deduction of Court-awarded attorneys' fees and Litigation Expenses and the costs of providing notice and administering the Settlement. Class Members should note, however, that this is only an estimate based on the overall number of potentially affected shares. Some Class Members may recover more or less than the estimated amount per share.

5. **Statement of Average Amount of Damages Per Share:** The Parties do not agree on the average amount of damages per share that would be recoverable if Lead Plaintiff were to prevail in the Action. Defendants do not agree with the assertion that they engaged in any actionable conduct under the federal securities laws or that any damages were suffered by any members of the Class as a result of their conduct.

6. **Statement of Attorneys' Fees and Expenses Sought:** The Court-appointed Lead Counsel, Gold Bennett Cera & Sidener LLP, has been prosecuting the Action on a wholly contingent basis since its inception in 2011, and has not received any payment of attorneys' fees for its representation of the Class. Lead Counsel has advanced the funds to pay expenses necessarily incurred to prosecute the Action. Lead Counsel will apply to the Court for an award of attorneys' fees from the Settlement Fund in an amount not to exceed 25% of the Settlement Fund. In addition, Lead Counsel also will apply for the reimbursement of Litigation Expenses paid or incurred in connection with the prosecution and resolution of the Action, in an amount not to exceed \$100,000, which may include the reasonable costs and expenses of Lead Plaintiff directly related to the representation of the Class. If the Court approves Lead Counsel's fee and expense application, the average cost per affected share of Sino Clean Common Stock will be approximately \$0.117.

7. **Identification of Attorneys' Representative:** Lead Plaintiff and the Class are being represented by Solomon B. Cera, Esq., and Thomas C. Bright, Esq., of Gold Bennett Cera & Sidener LLP. Any questions regarding the Settlement should be directed to Solomon B. Cera or Thomas C. Bright at Gold Bennett Cera & Sidener LLP, 595 Market Street, Suite 2300, San Francisco, CA 94105, (415) 777-2230, scera@gbcslaw.com, tbright@gbcslaw.com.

8. **Reasons for the Settlement:** Lead Plaintiff's principal reason for entering into the Settlement is the substantial cash benefit payable to the Class now, without further risk or the delays inherent in further litigation. The significant cash benefit under the Settlement must be considered against the significant risk that a smaller recovery – or, indeed, no recovery at all – might be achieved after contested motions, trial and likely appeals, a process that could last several years into the future. Sino Clean has represented that it has no assets in the United States. For Defendants, who deny all allegations of wrongdoing or liability whatsoever, the principal reason for entering into the Settlement is to eliminate the expense, risks, and uncertainty of further litigation.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
SUBMIT A CLAIM FORM BY JUNE 7, 2013.	This is the only way to be eligible to get a payment from the Settlement. If you are a Class Member and you remain in the Class, you will be bound by the Settlement as approved by the Court and you will give up any Settled Claims (as defined in ¶64 below) that you have against Defendants and the other Released Parties (defined in ¶65 below), so, if you remain in the Class, it is in your interest to submit a Claim Form.
EXCLUDE YOURSELF FROM THE CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN JUNE 7, 2013.	If you exclude yourself from the Class, you will not be eligible to get any payment from the Settlement Fund. This is the only option that allows you to ever be part of any other lawsuit against any of the Defendants or the other Released Parties concerning the Settled Claims.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN JUNE 7, 2013.	If you do not like the proposed Settlement with Sino Clean, the proposed Plan of Allocation, or the request for attorneys' fees and reimbursement of Litigation Expenses, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation, or the fee and expense request unless you are a Class Member and do not exclude yourself.

GO TO THE HEARING ON JULY 1, 2013, AT 1:30 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN JUNE 7, 2013.	Filing a written objection and notice of intention to appear by June 7, 2013, allows you to speak in Court about the fairness of the proposed Settlement, the Plan of Allocation, or the request for attorneys' fees and reimbursement of Litigation Expenses. If you submit a written objection, you may (but do not have to) attend the hearing and speak to the Court about your objection.
DO NOTHING.	If you are a member of the Class and you do not submit a Claim Form by June 7, 2013, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.

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WHY DID I GET THIS NOTICE?

9. This Notice is being sent to you pursuant to an Order of the United States District Court for the Central District of California (the "Court") because you or someone in your family or an investment account for which you serve as custodian may have purchased or otherwise acquired Sino Clean Common Stock pursuant and/or traceable to the Offering. The Court has directed us to send you this Notice because, as a potential Class Member, you have a right to know about your options before the Court rules on the proposed Settlement of this case. Additionally, you have the right to understand how a class action lawsuit may generally affect your legal rights. If the Court approves the Settlement a claims administrator selected by Lead Plaintiff and approved by the Court will make payments pursuant to the Settlement after any objections and appeals are resolved.

10. In a class action lawsuit, the Court selects one or more people, known as class representatives, to sue on behalf of all people with similar claims, commonly known as the class or the class members. In this Action, the Court has appointed Perritt Micro Cap Opportunities Fund to serve as "Lead Plaintiff" under a federal law governing lawsuits such as this one, and has approved Lead Plaintiff's selection of the law firm of Gold Bennett Cera & Sidener LLP to serve as Lead Counsel in the Action. A class action is a type of lawsuit in which the claims of a number of individuals are resolved together, thus providing the class members with both consistency and efficiency. Once the class is certified, the Court must resolve all issues on behalf of the class members, except for any persons who choose to exclude themselves from the Class. (For more information on excluding yourself from the Class, please read "What If I Do Not Want Participate In The Settlement? How Do I Exclude Myself?," on page 10 below.)

11. The Court in charge of this case is the United States District Court for the Central District of California, and the case is known as *Redwen v. Sino Clean Energy, Inc., et al.*, No. 11-CV-03936 PA (SSx). The Judge presiding over this case is the Honorable Percy Anderson, United States District Judge. The people who are suing are called plaintiffs, and those who are being sued are called defendants. If the Settlement is approved, it will resolve all claims in the Action by Class Members against Defendants and will bring the Action to an end.

12. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The purpose of this Notice is to inform you of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Class if you wish to do so. It also is being sent to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the proposed Settlement, the proposed Plan of Allocation, and the motion by Lead Counsel for an award of attorneys' fees and reimbursement of Litigation Expenses (the "Settlement Hearing").

13. The Settlement Hearing will be held on July 1, 2013 at 1:30 p.m., before the Honorable Percy Anderson, in Courtroom 15 of the United States Courthouse, 312 North Spring Street, Los Angeles, California, 90012 to determine:

- (a) whether the proposed Settlement is fair, reasonable, and adequate and should be approved by the Court;
- (b) whether the Settled Claims against the Defendants and the other Released Parties should be dismissed with prejudice as set forth in the Stipulation;
- (c) whether the proposed Plan of Allocation is fair and reasonable and should be approved by the Court; and
- (d) whether Lead Counsel's request for an award of attorneys' fees and reimbursement of Litigation Expenses should be approved by the Court.

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

WHAT IS THIS CASE ABOUT? WHAT HAS HAPPENED SO FAR?

15. The Action is a class action alleging violations of federal securities laws by Defendants.

16. On May 6, 2011 a shareholder class action was filed in the United States District Court for the Central District of California, entitled: *Redwen v. Sino Clean Energy, Inc., et al.*, No. 11-CV-03936 PA (SSx). The shareholder class action alleged violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the "Exchange Act"), and Rule 10b-5 promulgated thereunder based on allegedly false and misleading statements issued by Sino Clean and certain of its officers and directors in the period from April 6, 2009 through May 5, 2011. On July 5, 2011, Perritt Micro Cap Opportunities Fund moved to be appointed lead plaintiff pursuant to the Private Securities Litigation Reform Act of 1995, 15 U.S.C. §78u-4 *et seq.* On August 8, 2011, the Court appointed Perritt Micro Cap Opportunities Fund as Lead Plaintiff and the law firm of Gold Bennett Cera & Sidener LLP was appointed Lead Counsel.

17. Plaintiff's Counsel conducted an investigation that included, among other things, a review of Sino Clean's filings with the SEC, analyst research reports, news articles concerning Sino Clean and other public data; and legal analysis of the claims against Defendants and their potential defenses.

18. On September 8, 2011, Lead Plaintiff filed the First Amended Class Action Complaint For Violations of the Federal Securities Laws (the "FAC"). The Complaint asserts claims on behalf of investors who acquired the common stock of Sino Clean pursuant to or traceable to the Offering. The FAC alleged that Defendants issued materially false and misleading statements regarding the business of Sino Clean in that the Company's revenues for Fiscal Year 2009 ending December 31, 2009, were overstated, several of the Company's purported factories were in fact "ghost factories" with no business purpose, and Defendants identified the existence of certain customers which were not doing any business with Sino Clean. The Offering allegedly contained material misstatements and omitted material information in violation of Section 11 of the Securities Act, 15 U.S.C. §11. The Complaint further alleged that the Individual Defendants controlled Sino Clean at the time of the Offering and the false and misleading statements and omissions contained in the Offering.

19. On October 24, 2011, Sino Clean moved to dismiss the claims asserted against it arguing, among other things, that Lead Plaintiff had failed to adequately meet Rule 9(b)'s heightened pleading standard with respect to the claim that the profit and revenue reports in the SEC filings were false.

20. On January 30, 2012, the Court granted Sino Clean's motions to dismiss. Lead Plaintiff was granted leave to replead its Section 11 and Section 15 claims.

21. On March 5, 2012, Lead Plaintiff filed the Second Amended Class Action Complaint (the "Second Amended Complaint") which added substantial factual detail in support of the claims asserted for violations of Sections 11 and 15 dismissed in the Court's January 30, 2012 Order.

22. On April 20, 2012, Sino Clean again moved to dismiss Lead Plaintiff's Sections 11 and 15 claims and also moved to strike certain portions of the Second Amended Complaint.

23. On June 4, 2012, the Court denied Sino Clean's motion to dismiss and motion to strike.

24. On June 25, 2012, Sino Clean answered the Second Amended Complaint.

25. On October 25, 2012, the Parties, with the consent of the Court, agreed to participate in a mediation conducted by Mr. Jed D. Melnick, Esq. of JAMS. The Parties submitted detailed mediation statements to Mr. Melnick and conducted extensive, protracted negotiations through him, both in person and telephonically. Lead Plaintiff engaged in these

discussions with a view to exploring the possibility of resolution of the issues in dispute consistent with achieving the best relief possible in the interests of the Class. Thereafter, the Parties reached an agreement in principle to settle in late November 2012.

26. On November 8, 2012, Lead Plaintiff moved for class certification. Because of the agreement in principle to settle, Sino Clean did not oppose the motion for class certification.

27. Lead Counsel has drafted multiple complaints based on their intensive investigation of the alleged securities fraud, opposed Defendant's multiple motions to dismiss, and retained and consulted with experts. They have also researched the applicable law with respect to the claims of Lead Plaintiff and the other Class Members (as defined herein) against the Defendant's and the potential defenses thereto. Additionally, the mediation statements prepared and exchanged as well as the Parties' respective presentations concerning damages and loss causation have provided Lead Plaintiff with a detailed basis upon which to assess the relative strengths and weaknesses of their position and Defendants' position.

28. On March 13, 2013, the Court preliminarily approved the Settlement, certified the Class for purposes of the Settlement, authorized this Notice to be sent to potential Class Members, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

29. If you are a member of the Class, you are subject to the Settlement unless you timely request to be excluded. The Class consists of:

All persons or entities who acquired the common stock of Sino Clean pursuant to and/or traceable to the Registration Statement and Prospectus for the secondary offering of 5,465,000 shares of the Company offered at a price of \$5.25 per share, and which became effective December 21, 2010.

Excluded from the Class are the following persons or entities: (i) Defendants; (ii) the parents, successors, subsidiaries, affiliates and assigns of Sino Clean; (iii) members of the Immediate Family of each of the Individual Defendants; (iv) any person who was an officer or director of Sino Clean, at the time of the Offering; (v) any underwriter, or affiliate of any underwriter, who offered, sold, or purchased Sino Clean Common Stock in the Offering; and (vi) any firm, trust, corporation, or other entity in which any of the Defendants has a controlling interest or had a controlling interest at the time of the Offering. The Class also does not include those persons and entities who timely request exclusion from the Class pursuant to this Notice (see "What If I Do Not Want To Participate In The Settlement? How Do I Exclude Myself?," on page 10 below).

PLEASE NOTE: RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU ARE A CLASS MEMBER AND YOU WISH TO BE ELIGIBLE TO PARTICIPATE IN THE DISTRIBUTION OF PROCEEDS FROM THE SETTLEMENT, YOU ARE REQUIRED TO SUBMIT THE CLAIM FORM THAT IS BEING DISTRIBUTED WITH THIS NOTICE AND THE REQUIRED SUPPORTING DOCUMENTATION AS SET FORTH THEREIN POSTMARKED NO LATER THAN JUNE 7, 2013.

WHAT ARE LEAD PLAINTIFF'S REASONS FOR THE SETTLEMENT?

30. Lead Plaintiff and Lead Counsel believe that the claims asserted against Defendants have merit. They recognize, however, the expense and length of continued proceedings necessary to pursue their claims against Defendants through trial and appeals, as well as the difficulties in establishing liability and damages at trial that this Action presented. Lead Plaintiff and Lead Counsel have taken into account the possibility that the Class might not have been certified or the claims asserted in the Complaint might have been dismissed in response to Defendants' anticipated motions for summary judgment, and have also considered issues that would have been decided by a jury in the event of a trial of the Action, including whether Defendants acted with the requisite intent to mislead investors, and whether all of the Class Members' losses were caused by the alleged misrepresentations and the amount of damages. Finally, Lead Plaintiff and Lead Counsel considered the difficulty of litigating a case in which all the evidence is located in the People's Republic of China ("PRC"), and the difficulty of collecting on a judgment against sovereigns of the PRC.

31. In light of these risks, the amount of the Settlement and the immediacy of recovery to the Class, Lead Plaintiff and Lead Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Class. Lead Plaintiff and Lead Counsel believe that the Settlement provides a substantial benefit to the Class, namely \$2,000,000 in cash from Sino Clean (less the various deductions described in this Notice), as compared to the risk that the claims in the Action would produce a smaller, or no recovery after summary judgment, trial and appeals, possibly years in the future.

32. Defendants have denied the claims asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. Defendants have agreed to the Settlement solely to eliminate the

burden and expense of continued litigation. Accordingly, the Settlement may not be construed as an admission by any Defendants of wrongdoing.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

33. If there were no Settlement and Lead Plaintiff failed to establish any essential legal or factual element of its claims, neither Lead Plaintiff nor the other members of the Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses, the Class likely would recover substantially less than the amount provided in the Settlement, or nothing at all.

HOW MUCH WILL MY PAYMENT BE?

34. At this time, it is not possible to make any determination as to how much any individual Class Member may receive from the Settlement.

35. Pursuant to the Settlement, Sino Clean has agreed to pay or cause to be paid two million dollars (U.S. \$2,000,000) in cash (the "Settlement Amount"). The Settlement Amount will be deposited into an interest-bearing escrow account. The Settlement Amount plus all interest earned thereon is referred to as the "Settlement Fund." If the Settlement is approved by the Court and the Effective Date occurs, the "Net Settlement Fund" (that is, the Settlement Fund less (a) all federal, state and local taxes on any income earned by the Settlement Fund and the reasonable costs incurred in connection with determining the amount of and paying taxes owed by the Settlement Fund (including reasonable expenses of tax attorneys and accountants); (b) the costs and expenses incurred in connection with providing Notice to Class Members and administering the Settlement on behalf of Class Members; and (c) any attorneys' fees and Litigation Expenses awarded by the Court will be distributed to Class Members as set forth in the proposed plan of allocation (the "Plan of Allocation") or such other plan as the Court may approve.

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

37. Neither Defendants nor any other person or entity that paid any portion of the Settlement Amount on their behalves are entitled to get back any portion of the Settlement Fund once the Court's Order or Final Judgment approving the Settlement becomes Final. Defendants shall not have any liability, obligation or responsibility for the administration of the Settlement or disbursement of the Net Settlement Fund or the Plan of Allocation.

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

39. Only Class Members (*i.e.*, persons and entities who purchased or otherwise acquired Sino Clean Common Stock pursuant to and/or traceable to the Offering, **AND WERE DAMAGED AS A RESULT OF SUCH PURCHASES OR ACQUISITIONS**), will be eligible to share in the distribution of the Net Settlement Fund. Each person or entity wishing to participate in the distribution must timely submit a valid Claim Form establishing membership in the Class, and including all required documentation, postmarked on or before June 7, 2013, to the address set forth in the Claim Form that accompanies this Notice.

40. Unless the Court otherwise orders, any Class Member who fails to submit a Claim Form postmarked on or before June 7, 2013, shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Class Member and be subject to the provisions of the Stipulation, including the terms of any Final Judgment entered and the releases given. This means that each Class Member releases the Settled Claims (as defined in ¶64 below) against the Released Parties (as defined in ¶65 below) and will be enjoined and prohibited from filing, prosecuting, or pursuing any of the Settled Claims against any of the Released Parties regardless of whether or not such Class Member submits a Claim Form.

41. Information Required on the Claim Form: Among other things, each Claim Form must state and provide sufficient documentation for the Claimant's opening and closing positions in Sino Clean Common Stock on the dates specified in the Claim Form and all transactions in Sino Clean Common Stock during the periods specified in the Claim Form.

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

43. Each Claimant shall be deemed to have submitted to the jurisdiction of the United States District Court for the Central District of California with respect to his, her, or its Claim Form.

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

PROPOSED PLAN OF ALLOCATION

45. The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund to those Class Members who suffered economic losses as a proximate result of the alleged wrongdoing. In developing the Plan of Allocation, Lead Plaintiff's damages expert calculated the amount of estimated alleged artificial inflation in Sino Clean Common Stock which purportedly was proximately caused by the alleged fraud. In calculating the estimated alleged

artificial inflation, Lead Plaintiff's damages expert considered price changes of Sino Clean Common Stock in reaction to certain public announcements regarding Sino Clean and the allegations in the Second Amended Complaint and the evidence developed in support thereof, as advised by Lead Counsel.

46. The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Class Members might have been able to recover after a trial. Nor are the calculations pursuant to the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the Plan of Allocation are only a method to weigh the claims of Authorized Claimants against one another for the purposes of making *pro rata* allocations of the Net Settlement Fund.

47. The Plan of Allocation generally measures the amount of loss that a Class Member can claim for purposes of making *pro rata* allocations of the cash in the Net Settlement Fund to Authorized Claimants. The Plan of Allocation is not a formal damage analysis. Recognized Loss Amounts are based primarily on the change in the level of alleged artificial inflation in the price of the respective shares of Sino Clean Common Stock at the time of purchase or acquisition and at the time of sale. In this case, Lead Plaintiff alleges that Defendants made false statements and omitted material facts in the Registration Statement and Prospectus related to the Offering, which had the effect of artificially inflating the price of Sino Clean Common Stock.

CALCULATION OF RECOGNIZED LOSS AMOUNTS

Sino Clean Common Stock

48. The calculation of Recognized Loss Amounts for Sino Clean Common Stock is based on the following proposed Plan of Allocation.

49. For shares of Sino Clean Common Stock that were acquired pursuant to and/or traceable to the December 21, 2010 Registration Statement, and

- (a) sold prior to April 1, 2011, the claim per share is \$0;
- (b) sold from April 1, 2011 through September 8, 2011, the claim per share is the difference between:
 - (i) the purchase price, not to exceed \$5.25 per share (the Offer price), less
 - (ii) the sales price;
- (c) sold from September 9, 2011 through May 18, 2012, the claim per share is the difference between:
 - (i) the purchase price, not to exceed \$5.25 per share (the Offer price), less
 - (ii) the greater of the sales price and \$1.49 per share (September 8, 2011 closing price);
- (d) retained at the end of May 18, 2012, the claim per share is \$3.76 per share (difference between the Offer price and the September 8, 2011 closing price).

ADDITIONAL PROVISIONS

50. The Net Settlement Fund will be allocated among all Authorized Claimants whose prorated payment is \$20.00 or greater. If the Settlement is approved, the Net Settlement Fund will be the total Settlement Amount plus interest thereon, less any Taxes, Notice and Administration Costs, and less any attorneys' fees and Litigation Expenses awarded by the Court.

51. Each Authorized Claimant's Recognized Claim shall be the total of his, her, or its Recognized Loss Amounts. Each Authorized Claimant shall recover his, her, or its Recognized Claim. If the sum total of Recognized Claims of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, however, each Authorized Claimant shall receive his, her, or its *pro rata* share of the Net Settlement Fund. The *pro rata* share shall be the Authorized Claimant's Recognized Claim divided by the total of Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

52. If the Net Settlement Fund exceeds the sum total amount of the Recognized Claims of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund shall be distributed *pro rata* to all Authorized Claimants entitled to receive payment.

53. If the prorated payment to any Authorized Claimant calculates to less than \$20.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

54. If a Class Member has more than one purchase/acquisition or sale of Sino Clean Common Stock during the Class Period, all purchases/acquisitions and sales shall be matched on a First In, First Out ("FIFO") basis.

55. Purchases or acquisitions and sales of Sino Clean Common Stock shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant by gift, inheritance or operation of law of Sino Clean Common Stock acquired pursuant to and/or traceable to the Offering shall not be deemed a purchase, acquisition or sale of these shares of Sino Clean Common Stock for the calculation of an Authorized Claimant's Recognized Claim nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of Sino Clean unless (i) the donor or decedent purchased or otherwise acquired such Sino Clean Common Stock pursuant to and/or traceable to the Offering; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or

by anyone else with respect to such Sino Clean Common Stock; and (iii) it is specifically so provided in the instrument of gift or assignment.

56. The date of covering a “short sale” is deemed to be the date of purchase or acquisition of the Sino Clean Common Stock. The date of a “short sale” is deemed to be the date of sale of the Sino Clean Common Stock. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on “short sales” is zero. In the event that a Claimant had a short position in Sino Clean Common Stock prior to the Offering, the earliest purchases of that Sino Clean Common Stock shall be matched against such opening short position, and not be entitled to a recovery, until that short position is fully covered.

57. Sino Clean Common Stock is the only security eligible for recovery under the Plan of Allocation. Option contracts are not securities eligible to participate in the Settlement. With respect to Sino Clean Common Stock purchased or sold through the exercise of an option, the purchase/sale date of the Sino Clean Common Stock is the exercise date of the option and the purchase/sale price is the exercise price of the option.

58. To the extent a Claimant had a market gain with respect to his, her, or its overall transactions in Sino Clean Common Stock pursuant to and/or traceable to the Offering, the value of his, her or its Recognized Claim will be zero. Such Claimants will in any event be bound by the Settlement. To the extent that a Claimant suffered an overall market loss with respect to his, her, or its overall transactions in Sino Clean Common Stock during the Class Period, but that market loss was less than the total Recognized Claim calculated above, then the Claimant’s Recognized Claim shall be limited to the amount of the actual market loss.

59. For purposes of determining whether a Claimant had a market gain with respect to his, her, or its overall transactions in Sino Clean Common Stock during the Class Period or suffered a market loss, the Claims Administrator shall determine the difference between (i) the Total Purchase Amount² and (ii) the sum of the Sales Proceeds.³ This difference will be deemed a Claimant’s market gain or loss with respect to his, her, or its overall transactions in Sino Clean Common Stock during the Class Period.

60. If any funds remain in the Net Settlement Fund because of uncashed distributions or other reasons, then, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants cash their distribution checks, any balance remaining in the Net Settlement Fund six (6) months after the initial distribution of such funds shall be redistributed to Authorized Claimants who have cashed their initial distribution and who would receive at least \$20.00 from such redistribution, after payment of any unpaid costs or fees incurred in administering the funds, including for such redistribution. Additional redistributions to Authorized Claimants who have cashed their prior distribution checks and who would receive at least \$20.00 on such additional redistributions, subject to the conditions previously noted, may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determines that additional redistribution, after the deduction of any additional fees and expenses that would be incurred with respect to such redistributions, would be cost-effective. At such time as it is determined that the redistribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance of the Net Settlement Fund shall be contributed to non-sectarian, not-for-profit 501(c)(3) organizations recommended by Lead Counsel and approved by the Court.

61. Payment pursuant to the Plan of Allocation, or such other plan as may be approved by the Court, shall be conclusive against all Authorized Claimants. No person shall have any claim against Plaintiffs, Plaintiffs’ Counsel, Defendants, Defendants’ Counsel or any of the other Released Parties, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Stipulation, the Plan of Allocation approved by the Court, or further orders of the Court. Plaintiffs, Defendants, Defendants’ Counsel, and the other Released Parties shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund, the Net Settlement Fund, the Plan of Allocation, or the determination, administration, calculation, or payment of any Claim Form or nonperformance of the Claims Administrator, the payment or withholding of taxes owed by the Settlement Fund, or any losses incurred in connection therewith.

62. The Plan of Allocation set forth herein is the plan that is being proposed by Lead Plaintiff and Lead Counsel to the Court for approval. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Class. Any orders regarding a modification of the Plan of Allocation will be posted to the settlement website, www.gilardi.com/sinoclean.

WHAT RIGHTS AM I GIVING UP BY REMAINING IN THE CLASS?

63. If you remain in the Class, you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (the “Final Judgment”). The Final Judgment will dismiss with prejudice the claims against Defendants and will provide that, upon the Effective Date of the Settlement, each of the Plaintiffs and all other Class

² The “Total Purchase Amount” is the total amount the Claimant paid (excluding commissions and other charges) for all Sino Clean Common Stock acquired pursuant to the Offering.

³ The “Sales Proceeds” is the total amount received for sales of Sino Clean Common Stock that was purchased or acquired pursuant to and/or traceable to the Offering.

Members, and each of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, partners, directors, investors, and agents in their capacity as such shall be deemed by operation of law to have fully, finally, and forever released, waived, discharged, and dismissed each and every Settled Claim (as defined in ¶64 below) against each and all of the Released Parties (as defined in ¶65 below), whether or not the Plaintiffs or Class Members execute and deliver a Claim Form to the Claims Administrator.

64. "Settled Claims" means any and all claims, causes of action, and rights of every nature and description, including Unknown Claims (as defined below), whether direct, derivative, individual, or representative, or in any other capacity, arising under federal, state, local, or foreign statutory or common law, or any other law, rule, or regulation, to the fullest extent that the law permits their release in this Action, that Lead Plaintiff or any other member of the Class (a) asserted in the Complaint or the Second Amended Complaint, or any other pleadings or briefs filed by Lead Plaintiff in this Action, or (b) could have asserted in any forum that arise out of, relate to, or are based upon the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Complaint or the Second Amended Complaint (including without limitation all claims arising out of or relating to any disclosures, public filings, registration statements, or other statements by Sino Clean or any of the Defendants referred to or set forth in the Second Amended Complaint, and that arise out of or are in any way related to the purchase, ownership or sale of Sino Clean Common Stock by Class Members. Notwithstanding the foregoing, "Settled Claims" do not include, release, bar, waive, impair, prejudice, or otherwise impact; (i) Lead Plaintiff's and each other Class Member's right to participate in the distribution of any funds recovered from any of the Defendants by any governmental or regulatory agency; for the sake of clarity, nothing in this clause is intended to create a cause of action or claim, either directly or indirectly, against any Defendant, and Lead Plaintiff are enjoined from seeking to have any government or regulatory agency institute or pursue claims against the Released Parties for Settled Claims; or (ii) claims relating to enforcement of the terms of this Stipulation or the Settlement.

65. "Released Parties" means each and all of the Defendants and their Related Parties, *i.e.*, each and all of the Defendants' (i) past and/or present directors, officers, employees, partners, principals, controlling shareholders, predecessors, successors, assigns, parents, subsidiaries, divisions, and affiliates, and the respective members of their Immediate Families, their respective heirs, executors, estates, administrators, and agents, each in their capacity as such; (ii) their insurers, co-insurers, reinsurers, attorneys, accountants or auditors, personal or legal representatives, each in their capacity as such; and (iii) as to the Individual Defendants, the respective members of their Immediate Families, their respective heirs, executors, estates, administrators, and agents, each in their capacity as such.

66. "Unknown Claims" means any Settled Claim which Lead Plaintiff or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Claims Against Lead Plaintiff which any Defendant or any other Released Party does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which if known by him, her, or it might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Settled Claims and Released Claims Against Lead Plaintiff, the Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff and the Defendants shall expressly waive, and each other Class Member and each other Released Party shall be deemed to have waived, and by operation of the Final Judgment shall have expressly waived the provisions, rights and benefits conferred by California Civil Code § 1542 or any law of any state or territory of the United States, or principle of common law, or foreign law, which is similar, comparable, or equivalent to 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 and the Defendants, and each other Class Member and each other Released Party 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 Settled Claims and Released Claims Against Lead Plaintiff, but Lead Plaintiff and the Defendants, and each other Class Member and each other Released Party, upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released any and all Settled Claims and Released Claims Against Lead Plaintiff, 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 which 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 and Defendants acknowledge, and each other Class Member and each other Released Party by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Settled Claims and Released Claims Against Lead Plaintiff was separately bargained for and was a key element of the Settlement of which this release is a part.

67. The Final Judgment also will provide that, upon the Effective Date of the Settlement, each of the Defendants and each of the other Released Parties, and each of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, partners, principals, directors, investors, investment advisors and agents in their capacity as such shall be deemed by operation of law to have fully, finally, and forever released, waived, discharged and dismissed all claims, causes of action and rights of every nature and description, including Unknown Claims, whether direct, derivative, individual, representative, or in any other capacity, arising under federal, state, local or foreign statutory or common law or any other law, rule or regulation, to the fullest

extent that the law permits their release in this Action, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against the Defendants or the allegations, transactions, facts, matters or occurrences underlying such claims, except for claims relating to the enforcement of the terms of the Stipulation or the Settlement against (i) the Lead Plaintiff and its respective attorneys, (ii) any other Class Member, and (iii) each of the foregoing individuals' and/or entities' respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, partners, principals, directors, investors, investment advisors, and agents in their capacity as such.

WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING?
HOW WILL THE LAWYERS BE PAID?

68. Lead Counsel has not received any payment for their services in pursuing claims against the Defendants on behalf of the Class, nor has Lead Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel will apply to the Court for an award of attorneys' fees from the Settlement Fund in an amount not to exceed 25% of the Settlement Fund. At the same time, Lead Counsel also intends to apply for the reimbursement of Litigation Expenses not to exceed \$100,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiff directly related to its representation of the Class. The Court will determine the amount of any award of attorneys' fees or reimbursement of Litigation Expenses.

HOW DO I PARTICIPATE IN THE SETTLEMENT?
WHAT DO I NEED TO DO?

69. To be eligible for a payment from the proceeds of the Settlement, you must be a member of the Class and you must timely complete and return the Claim Form with adequate supporting documentation **postmarked no later than June 7, 2013**. A Claim Form is included with this Notice, or you may obtain one from the website maintained by the Claims Administrator for the Settlement, www.gilardi.com/sinoclean, or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll free at 1-877-283-0546. If you request exclusion from the Class or do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund. Please retain all records of your ownership of and transactions in Sino Clean Common Stock, as they may be needed to document your Claim.

70. As a Class Member, you are represented by the Lead Plaintiff and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her notice of appearance on the attorneys listed in the section entitled, "When And Where Will The Court Decide Whether To Approve The Settlement?," below.

71. If you are a Class Member and do not wish to remain a Class Member, you may exclude yourself from the Class by following the instructions in the section entitled, "What If I Do Not Want To Participate In The Settlement? How Do I Exclude Myself?," below.

72. If you are a Class Member and you wish to object to the Settlement, the proposed Plan of Allocation, or Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses, and if you do not exclude yourself from the Class, you may present your objections by following the instructions in the section entitled, "When And Where Will The Court Decide Whether To Approve The Settlement?," below.

WHAT IF I DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT?
HOW DO I EXCLUDE MYSELF?

73. Each Class Member will be bound by all determinations and judgments in this lawsuit, including those concerning the Settlement, whether favorable or unfavorable, unless such person or entity mails or delivers a written Request for Exclusion from the Class, addressed to *Redwen v. Sino Clean Energy, Inc.*, - EXCLUSIONS, c/o Gilardi & Co. LLC, P.O. Box 5100, Larkspur, CA 94977-5100. The exclusion request must be **received** no later than June 7, 2013. You will not be able to exclude yourself from the Class after that date. Each Request for Exclusion must (a) state the name, address, and telephone number of the person or entity requesting exclusion; (b) state that such person or entity "requests exclusion from the Class in *Redwen v. Sino Clean Energy, Inc., et al.*, No. 11-CV-03936 PA"; (c) state the number of shares of Sino Clean Common Stock that the person or entity requesting exclusion purchased/acquired and/or sold pursuant to and/or traceable to the Offering, as well as the dates and prices of each such purchase/acquisition and sale, or include brokerage statements that reflect the number of shares of Sino Clean Common Stock that the person or entity requesting exclusion purchased/acquired and/or sold pursuant to and/or traceable to the Offering, and the dates and prices of each such purchase/acquisition and sale; and (d) be signed by the person or entity requesting exclusion or an authorized representative. A Request for Exclusion shall not be effective unless it provides all the information called for in this paragraph and is received within the time stated above, or is otherwise accepted by the Court.

74. If you do not want to be part of the Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Settled Claim against any of the Released Parties.

75. If you ask to be excluded from the Class, you will not be eligible to receive any payment out of the Net Settlement Fund or any other benefit provided for in the Stipulation.

76. Defendants have the right to terminate the Settlement if valid requests for exclusion are received from persons and entities entitled to be members of the Class in an amount that exceeds an amount agreed to by Lead Plaintiff and Defendants.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO
APPROVE THE SETTLEMENT?
DO I HAVE TO COME TO THE HEARING?
MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?

77. Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing.

78. The Settlement Hearing will be held on July 1, 2013 at 1:30 p m. before the Honorable Percy Anderson, in Courtroom 15 of the United States Courthouse, 312 North Spring Street, Los Angeles, California, 90012. The Court reserves the right to approve the Settlement and/or the Plan of Allocation at or after the Settlement Hearing without further notice to the members of the Class.

79. Any Class Member who does not request exclusion may object to the proposed Settlement with Sino Clean, the proposed Plan of Allocation, or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Clerk's Office at the United States District Court for the Central District of California at the address set forth below on or before June 7, 2013. You must also serve the papers on Lead Counsel for the Class and Defendants' Counsel at the addresses set forth below so that the papers are **received** on or before June 7, 2013.

Clerk's Office:

United States District Court
For The Central District Of California
Clerk of the Court
United States Courthouse
312 North Spring Street
Los Angeles, CA, 90012

Lead Counsel for the Class:

Gold Bennett Cera & Sidener LLP
Solomon B. Cera, Esq.
Thomas C. Bright, Esq.
595 Market Street, Suite 2300
San Francisco, CA 94105

Defendants' Counsel:

Loeb & Loeb LLP
Jonathan Neil Strauss, Esq.
Eugene Licker, Esq.
345 Park Avenue
New York, NY 10154

80. Any objection to the Settlement (a) must state the name, address and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Class Member wishes to bring to the Court's attention; and (c) must include documents sufficient to prove the number of shares of Sino Clean Common Stock that the objecting Class Member purchased/acquired and sold pursuant to and/or traceable to the Offering, as well as the dates and prices of each such purchase/acquisition and sale. You may not object to the Settlement, the Plan of Allocation or the motion for attorneys' fees and reimbursement of Litigation Expenses if you excluded yourself from the Class or if you are not a member of the Class.

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

82. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, or Lead Counsel's request for an award of attorneys' fees and reimbursement of Litigation Expenses, and if you file and serve a timely written objection as described above, you must also file a notice of appearance with the Clerk's Office and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth above so that it is **received** on or before June 7, 2013. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing.

83. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Lead Counsel so that the notice is **received** on or before June 7, 2013.

84. The Settlement Hearing may be adjourned by the Court without further written notice to the Class. If you intend to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel.

Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, or Lead Counsel's request for an award of attorneys' fees and reimbursement of Litigation Expenses. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?

85. If you purchased or otherwise acquired Sino Clean Common Stock pursuant to and/or traceable to the Offering, for the beneficial interest of a person or entity other than yourself, you must either (a) within seven (7) calendar days of receipt of this Notice, request from the Claims Administrator sufficient copies of the Notice and Claim Form (the "Notice Packet") to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notice Packets forward them to all such beneficial owners; or (b) within seven (7) calendar days of receipt of this Notice, provide a list of the names and addresses of all such beneficial owners to *Redwen v. Sino Clean Energy, Inc.*, c/o Gilardi & Co. LLC, P.O. Box 5100, Larkspur, CA 94977-5100. If you choose the second option, the Claims Administrator will send a copy of the Notice and the Claim Form to the beneficial owners. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice and the Claim Form may also be obtained from the website maintained by the Claims Administrator, www.gilardi.com/sinoclean, or by calling the Claims Administrator toll-free at 1-877-283-0546.

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

86. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in this Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Clerk, United States District Court for the Central District of California, United States Courthouse, 312 North Spring Street, Los Angeles, California, 90012. Additionally, copies of the Stipulation and any related orders entered by the Court will be posted on the website maintained by the Claims Administrator, www.gilardi.com/sinoclean. All inquiries concerning this Notice or the Claim Form should be directed to:

Redwen v. Sino Clean Energy, Inc. OR
c/o Gilardi & Co. LLC
P.O. Box 5100
Larkspur, CA 94977-5100
1-877-283-0546
www.gilardi.com/sinoclean

Solomon B. Cera, Esq.
Thomas C. Bright, Esq.
GOLD BENNETT CERA
& SIDENER LLP
595 Market Street, Suite 2300
San Francisco, CA 10019
1-800-778-1822
scera@gbcslaw.com
tbright@gbcslaw.com

PLEASE DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE CLERK OF COURT REGARDING THIS NOTICE.

Dated: March 13, 2013

By Order of the Clerk of Court
United States District Court
for the Central District of California