

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

JOSEPH PUDDU, MARK GHITIS, VALERY
BURLAK, and ADAM BUTTER,

Plaintiffs,

v.

6D GLOBAL TECHNOLOGIES, INC., NYGG
(ASIA), LTD., BENJAMIN TIANBING WEI
A/K/A BENJAMIN WEY, TEJUNE KANG,
MARK SZYNKOWSKI, TERRY MCEWEN, AND
NYG CAPITAL LLC D/B/A NEW YORK
GLOBAL GROUP,

Defendants.

Case No: 15-cv-8061-AJN

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (together with all Exhibits thereto, the “Stipulation”), dated as of October 7, 2019 which is entered into by and among (i) Lead Plaintiffs Joseph Puddu and Mark Ghitis (“Lead Plaintiffs”) and Named Plaintiffs Valery Burlak, and Adam Butter (collectively with Lead Plaintiffs, “Plaintiffs”), on behalf of themselves and the putative class; and 6D Global Technologies, Inc. f/k/a CleanTech Innovations, Inc. (“6D,” “6D Global” or the “Company”), Tejune Kang, Mark Szykowski, and Terry McEwen (the “Individual Defendants” and, together with 6D, the “Settling Defendants”), by and through their undersigned attorneys, states all of the terms of the settlement and resolution of this matter by the Settling Parties (as defined herein) and is intended by the Settling Parties to fully and finally release, resolve, remise, and discharge the Released Claims (as defined herein) against the Released Parties

(as defined herein), subject to the approval of the United States District Court for the Southern District of New York (the “Court”).

Throughout this Stipulation, all terms used with initial capitalization, but not immediately defined, shall have the meanings ascribed to them in Section 1 below.

WHEREAS:

A. The Action

This case was commenced in the United States District Court for the Southern District of New York (the “Court”) on October 13, 2015, styled as *Castillo IV v. 6D Global Technologies, Inc., et al.*, No. 15-cv-8061-RWS, alleging violations of federal securities laws by the Settling Defendants.

On January 14, 2016, the Court appointed Messrs. Puddu and Ghitis as Lead Plaintiffs and approved their selection of The Rosen Law Firm, P.A. as Lead Counsel.

Plaintiffs timely filed the Amended Complaint for Violation of the Federal Securities (“Amended Complaint”), alleging: (Count 1) violations of Section 10(b) of the Securities Exchange Act of 1934 (the “Exchange Act”) against the Settling Defendants; and (Count 2) violation of Section 20(a) of the Exchange Act against the Individual Defendants.

A month later, with consent of the Defendants, Plaintiffs filed the operative Second Amended Complaint for the Violation of the Federal Securities Laws (“Second Amended Complaint”).

Settling Defendants then filed their motion to dismiss with prejudice the Second Amended Complaint that Plaintiffs opposed, which Judge Sweet granted in March 2017, and dismissed the Action.

Plaintiffs timely appealed, and in August 2018, the Second Circuit vacated and remanded in part the District Court's dismissal order.

On April 8, 2019, the action was reassigned to Judge Alison J. Nathan.

B. The Settlement

The Settling Parties attended a mediation session in March 2017 with Jed Melnick of JAMS. The mediation did not result in a binding settlement. After the Second Circuit's reversal, the Settlement Parties resumed settlement talks, which were ultimately successful.

This Stipulation memorializes the agreement between the Settling Parties to fully and finally settle the Action and to fully release all Released Claims against Settling Defendants and the Released Parties with prejudice in return for specified consideration and subject to the express approval of the Court.

Out of the \$640,000 Settlement Consideration, \$240,000 is being paid in consideration for the settlement of the Derivative Actions, and \$400,000 is being paid in consideration for the settlement of the Class Action.

C. The Settling Defendants' Denial Of Wrongdoing And Liability

Throughout the course of the Action and in this Stipulation, the Settling Defendants have denied and continue to deny each, any and all allegations of wrongdoing, fault, liability or damage whatsoever that have or could have been asserted in the Action. The Settling Defendants have also denied and continue to deny, *inter alia*, the allegations and claims that have been or could have been asserted by Plaintiffs, as well as the allegations that Plaintiffs, the Settlement Class, have suffered damages and that Plaintiffs, and the Settlement Class were harmed by the conduct alleged in the Action. The Settling Defendants continue to believe the claims asserted against them in the Action are without merit and that the Action itself should not be certified as a class action for

purposes of trial and adjudication of liability and damages. The Settling Defendants have not conceded or admitted any wrongdoing or liability, are not doing so by entering into this Stipulation, and disclaim any and all wrongdoing and liability whatsoever.

The Settling Defendants have agreed to enter into this Stipulation solely to avoid the uncertainties, burden and expense of further litigation and to put the Released Claims to rest finally and forever. Nothing in this Stipulation shall be construed as or deemed evidence supporting an admission by any of the Settling Defendants or any of the Released Parties with respect to any of Plaintiffs' allegations or claims, or of any wrongdoing, fault, liability or damages whatsoever.

D. Claims of Plaintiffs And Benefits of Settlement

Plaintiffs believe that the claims asserted in the Action have merit. Plaintiffs, however, recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against Settling Defendants through trial and appeals. In particular, Plaintiffs believe that while they are likely to prove their claims at trial, but because of Defendants' limited resources, they are unlikely to recover anything.

Plaintiffs have also considered the inherent problems of proof and possible defenses to the federal securities law violations asserted in the Action, including the defenses that have been or could be asserted by Settling Defendants during the litigation, motions for summary judgment, motions for class certification, and trial. Plaintiffs have therefore determined that the Settlement set forth in this Stipulation is fair, adequate, reasonable, and in the best interests of the Settlement Class.

Plaintiffs are continuing to prosecute their claims against the remaining Defendants.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Plaintiffs (on behalf of themselves and each of the Settlement Class Members), and the Settling

Defendants (by and through their respective undersigned counsel) that, subject to the approval of the Court, in consideration of the benefits flowing to the Settling Parties from the Settlement set forth herein, the Action and the Released Claims as against the Released Parties shall be finally and fully compromised, settled and released, the Action shall be dismissed fully, finally and with prejudice, and the Released Claims shall be finally and fully released as against the Released Parties, upon and subject to the terms and conditions of this Stipulation, as follows:

1. Definitions

In addition to the terms defined above, the following capitalized terms, used in this Stipulation, shall have the meanings specified below:

1.1. “Action” means the putative class action captioned *Castillo Iv v. 6D Global Technologies, Inc., et al.*, No. 15-cv-8061-AJN (S.D.N.Y.).

1.2. “Authorized Claimant” means any Settlement Class Member who is a Claimant and whose claim for recovery has been allowed pursuant to the terms of this Stipulation, the exhibits hereto, and any order of the Court.

1.3. “Award to Plaintiffs” means the requested reimbursement to Plaintiffs for their reasonable costs and expenses (including lost wages) directly related to Plaintiffs’ representation of the Settlement Class in the Action.

1.4. “Business Day” means any day except Saturday or Sunday or any other day on which national banks are authorized by law or executive order to close in the State of New York.

1.5. “Claimant” means any Settlement Class Member who files a Proof of Claim in such form and manner, and within such time, as the Court shall prescribe.

1.6. “Claims” means any and all manner of claims, debts, demands, controversies, obligations, losses, costs, interest, penalties, fees, expenses, rights, duties, judgments, sums of

money, suits, contracts, agreements, promises, damages, actions, causes of action and liabilities, of every nature and description in law or equity (including, but not limited to, any claims for damages, whether compensatory, special, incidental, consequential, punitive, exemplary or otherwise, injunctive relief, declaratory relief, rescission or rescissionary damages, interest, attorneys' fees, expert or consulting fees, costs, or expenses), accrued or unaccrued, known or unknown, arising under federal, state, common, administrative, or foreign law, or any other law, rule, or regulation.

1.7. "Claims Administrator" means Strategic Claims Services ("SCS"), which shall administer the Settlement.

1.8. "Defendants" means 6D Global Technologies, Inc. ("6D"), NYGG (Asia) Ltd. ("NYGG (Asia)"), Benjamin Tianbing Wey, Tejune Kang, Mark Szynkowski, Terry McEwen, and NYG Capital LLC d/b/a New York Global Group ("NYGG").

1.9. "Defense Counsel" means Catafago Fini LLP.

1.10. "Derivative Actions" mean the shareholder derivative actions styled as *Scott v. Wei, et al.*, Case No. 1:15-cv-09691, pending in the United States District Court for the Southern District of New York and *Scott v. Wei, et al.*, C.A.No. 2018-0665-TMR, pending in the Court of Chancery for Delaware.

1.11. "Effective Date" shall have the meaning set forth in ¶ 10.3 of this Stipulation.

1.12. "Escrow Account" means the escrow account established by Plaintiffs for purposes of this Settlement with Huntington National Bank.

1.13. "Final," when referring to the Final Judgment, means exhaustion of all possible appeals, meaning (i) if no appeal or request for review is filed, the day after the date of expiration of any time for appeal or review of the Final Judgment, and (ii) if an appeal or request for review

is filed, the day after the date the last-taken appeal or request for review is dismissed, or the Final Judgment is upheld on appeal or review in all material respects, and is not subject to further review on appeal or by certiorari or otherwise; provided, however, that no order of the Court or modification or reversal on appeal or any other order relating solely to the amount, payment, or allocation of attorneys' fees and expenses or to the Plan of Allocation shall constitute grounds for cancellation or termination of this Settlement or affect its terms, including the release in ¶ 6.1 hereof, or shall affect or delay the date on which the Final Judgment becomes Final.

1.14. "Final Judgment" means the order and judgment to be entered by the Court finally approving the Settlement and dismissing the Action, materially in the form attached hereto as Exhibit B.

1.15. "Gross Settlement Amount" means \$640,000 (Six Hundred Forty Thousand U.S. Dollars). The Settlement Amount consists of a \$621,366.87 payment by Berkley and the transfer of \$18,633.13 out of the \$75,000 balance currently held in escrow by Defense Counsel. The Settlement Amount includes all Settlement Administration Costs, Lead Counsel's attorneys' fees and expenses (as allowed by the Court), Award to Plaintiffs (as allowed by the Court), the settlement of the Derivative Actions, the attorneys' fees and expenses of counsel for the plaintiffs in the Derivative Actions, the settlement proceeds in the Derivative Actions, as well as any other costs, expenses, or fees of any kind whatsoever associated with the Settlement and the settlement of the Derivative Actions.

1.16. "Insurer" means Berkley Insurance Company ("Berkley"), the excess insurer under a directors and officers liability policy issued to 6D.

1.17. "Lead Plaintiffs" means Joseph Puddu and Mark Ghitis as identified in the opening paragraph of the SAC.

1.18. “Lead Counsel” means The Rosen Law Firm, P.A.

1.19. “Named Plaintiffs” means Valery Burlak and Adam Butter.

1.20. “Net Settlement Amount” means the Gross Settlement Amount, less: (i) the Fee and Expense Award (as defined below); (ii) Settlement Administration Costs; (iii) Taxes and Tax Expenses; (iv) any Awards to Plaintiffs; and (v) other fees and expenses authorized by the Court.

1.21. “Notice” means collectively, the Notice of Pendency and Proposed Settlement of Class Action (“Long Notice”), the Summary Notice of Pendency and Proposed Class Action Settlement (“Summary Notice”), and the Postcard Notice, which are to be made available to Settlement Class Members substantially in the forms attached hereto as Exhibits A-1, A-3, and A-4 on the Claims Administrator’s website and/or mailed to Settlement Class Members.

1.22. “Opt-Out” means any one of, and “Opt-Outs” means all of, any Persons who otherwise would be Settlement Class Members and have timely and validly requested exclusion from the Settlement Class in accordance with the provisions of the Preliminary Approval Order and the Notice given pursuant thereto.

1.23. “Person” means an individual, corporation, fund, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns.

1.24. “Plaintiffs” means Joseph Puddu, Mark Ghitis, Valery Burlak and Adam Butter.

1.25. “Plan of Allocation” means a plan or formula for allocating the Net Settlement Amount to Authorized Claimants after payment of Administrative Costs, Taxes and Tax Expenses, and such attorneys’ fees, costs, and expenses as may be awarded by the Court. Any Plan of

Allocation is not a condition to the effectiveness of this Stipulation, and the Released Parties shall have no responsibility or liability with respect thereto.

1.26. “Preliminary Approval Order” means the proposed order preliminarily approving the Settlement and directing notice thereof to the Settlement Class substantially in the form attached hereto as Exhibit A.

1.27. “Proof of Claim” means the Proof of Claim and Release Form to be submitted by Claimants, substantially in the form attached hereto as Exhibit A-2.

1.28. “Related Parties” means, with respect to each Released Party, their immediate family members, heirs, executors, trustees, administrators, successors, assigns, and present and former employees, officers, directors, attorneys, legal representatives, contractors, accountants, insurers, reinsurers, managers, and agents of each of them, and any person or entity which is or was related to or affiliated with any Released Party or in which any Released Party has a controlling interest, and the present, former and future direct and indirect parents, subsidiaries, divisions, affiliates, predecessors, successors, and the employees, officers, directors, attorneys, assigns, legal representatives, insurers, reinsurers, managers, and agents of each of them.

1.29. “Released Claims” means, to the fullest extent permitted by law or equity, any and all Claims by any Settlement Class Member against any of the Released Parties that (a) arise out of or are based upon any of the allegations, facts, circumstances, transactions, statements, misstatements, omissions, or subject matters that were alleged in the Action or that could have been alleged in the Action or that could in the future be alleged in any forum based upon the facts alleged in the Action; *and* (b) arise out of or are based upon the purchase, acquisition or sale of 6D common stock during the Settlement Class Period, provided, however, that Released Claims do not include Claims to enforce this Stipulation.

1.30. “Released Parties” means (i) 6D Global and its past or present subsidiaries, parents, affiliates, successors, predecessors, shareholders, creditors, officers, directors, employees, insurers, reinsurers, professional advisors, attorneys, contractors, agents, and any firm, trust, corporation or other entity in which it has a controlling interest; (ii) Kang, Szykowski, and McEwen, their legal representatives, heirs, successors in interest or assigns, or any person, firm, trust, corporation or other entity in which a Settling Defendant has a controlling interest; and (iii) Plaintiffs and Settlement Class Members and each of their respective parent entities, associates, affiliates, subsidiaries, predecessors, successors, assigns, attorneys, immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates. For the avoidance of doubt, the following are not Released Parties: (a) NYG Capital LLC d/b/a New York Global Group; (b) NYGG (Asia) Ltd.; (c) Benjamin Wei (also known as Benjamin Wey and Tianbing Wei); (d) Tianyi Wei (also known as Sarah Wei); (e) Michaela Wei; (f) Seref Dogan Erbek; (g) Robert Newman; (h) Capricorn Irrevocable Grantor Trust; (i) Epics Grantor Retained Annuity Trust I; (j) Epics Grantor Retained Annuity Trust II; (k) Grantor Retained Annuity Trust III; (l) Kaskade Grantor Retained Annuity Trust; (m) The Le Cheval Irrevocable Grantor Trust; (n) the parents, present and former spouses, siblings, children, or entity excluded under (a) through (m); (o) the respective heirs, successors, and assigns of the person identified in (a) through (n); and (p) any person or legal entity more than 25% owned or directly or indirectly controlled by, any person, entity, or group of persons and/or entities excluded under (a) through (o).

1.31. “Releasing Parties” means jointly and severally, individually and collectively, Plaintiffs, each and every Settlement Class Member, each of their respective present, former and future direct and indirect parent entities, associates, affiliates, subsidiaries, predecessors, successors, and the officers, directors, attorneys, assigns, legal representatives, and agents of each

of them, each of their respective officers, directors, attorneys, legal representatives, and agents, and any person or entity which is or was related to or affiliated with any Releasing Party or in which any Releasing Party has a controlling interest, and each of their respective immediate family members, heirs, representatives, administrators, executors, trustees, successors, assigns, devisees, legatees, and estates.

1.32. “Settlement” means the settlement contemplated by this Stipulation.

1.33. “Settlement Administration Costs” means all costs and expenses associated with providing notice of the Settlement to the Settlement Class and otherwise administering or carrying out the terms of the Settlement. Such costs may include, without limitation: the costs of publishing the Summary Notice, the costs of printing and mailing the Notice and Proof of Claim, as directed by the Court, and the costs of allocating and distributing the Net Settlement Amount to the Authorized Claimants. Such costs do not include legal fees.

1.34. “Settlement Class” means all persons that purchased or acquired 6D Global Technologies, Inc. (f/k/a CleanTech Innovations, Inc.) securities between June 16, 2014 and September 10, 2015, both dates inclusive (the “Settlement Class Period”) excluding: (i) Defendants; (ii) current and former officers and directors of 6D Global and any other Released Party; (iii) the persons expressly excluded from the definition of Released Parties in paragraph 1.31 (a) through (o); (iv) the respective spouses, children, or parents of any person or entity excluded under subparagraphs, (i) through (iii) of this paragraph; (v) any person or entity more than 5% owned or directly or indirectly controlled by any person or entity excluded under subparagraphs (i) through (iv) of this paragraph or any trust of which such a person is a beneficiary or of which any person or entity is related or affiliated to a beneficiary or a trustee; (vi) the respective heirs, successors, trustees and assigns of any person excluded under paragraphs (i)

through (v); and (vii) those persons who file valid and timely requests for exclusion in accordance with the Court's Order of Preliminary Approval of Settlement ("Preliminary Approval Order"). Plaintiffs may take discovery to determine whether any claimant is an excluded person.

1.35. "Settlement Class Member" means any one of, and "Settlement Class Members" means all of, the members of the Settlement Class.

1.36. "Settlement Class Period" means the period from June 16, 2014 through September 10, 2015, both dates inclusive.

1.37. "Settlement Hearing" means the hearing at or after which the Court will make a final decision pursuant to Rule 23 of the Federal Rules of Civil Procedure as to whether the Settlement set forth in the Stipulation is fair, reasonable and adequate, and therefore, should receive final approval from the Court.

1.38. "Settling Defendants" means 6D Global, Tejune Kang, Mark Szykowski, and Terry McEwen.

1.39. "Settling Party" means any one of, and "Settling Parties" means the Settling Defendants and Plaintiffs (on behalf of himself and the Settlement Class).

1.40. "Unknown Claims" means and includes any and all claims that one or more Releasing Parties does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties. This includes claims which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Parties, or might have affected his, her or its decision(s) with respect to the Settlement and the Released Claims, including his, her, or its decision to object or not to object to this Settlement. The Settling Parties expressly acknowledge, and the Releasing Parties by operation of the Final Judgment—shall have, and shall be deemed to have expressly waived and relinquished any and all provisions, rights, and benefits conferred by

any law of any state or territory of the United States or any other jurisdiction, or principle of common law that is, or is similar, comparable, or equivalent to California Civil Code ¶ 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiffs or Releasing Parties may hereafter discover facts, legal theories, or authorities in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiffs shall expressly, fully, finally, and forever settle and release, and each Settlement Class Member shall be deemed to have settled and released, and upon the Effective Date and by operation of the Final Judgment shall have settled and released, fully, finally, and forever, any and all Released Claims, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Plaintiffs expressly acknowledge, and the Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and a material element of the Settlement.

2. The Settlement Consideration

2.1. Subject to the terms of this Stipulation, Settling Defendants shall cause Insurer, on behalf of the Settling Defendants, within fourteen (14) calendar days after the Court enters the Preliminary Approval Order and such Order is provided to counsel for Berkley, pay or cause to be paid the sum of \$621,366.87 into the Escrow Account and shall cause Defense Counsel, on behalf the Settling Defendants, within fourteen (14) calendar days after the Court enters the Preliminary

Approval Order, to pay the sum of \$18,633.13 from the escrow held by Defense Counsel into the Escrow Account.

2.2. Under no circumstances will Defendants or their Insurer be required to pay, or cause payment of, more than the amounts set forth in paragraph 2.1 of this Stipulation for any reason whatsoever, including, without limitation, as compensation to any Settlement Class Member, as payment of attorneys' fees and expenses awarded by the Court, in payment of any fees or expenses incurred by any Settlement Class Member, Lead Counsel or as interest on the Settlement Amount of any kind and relating to any time period (including prior to the payment of the Settlement Amount into the Escrow Account), for the settlement of the Derivative Actions or the payment of attorneys' fees and costs in the Derivative Action. Under no circumstances shall Berkley be obligated to pay more than the remaining limit of liability of the policy issued by Berkley to 6D.

3. Handling And Disbursement Of Funds

3.1. No monies will be disbursed from the Gross Settlement Amount, the IOLTA Account, the Settlement Administration Account or the Escrow Account until after the Effective Date except:

- (a) As provided in ¶ 3.4 below;
- (b) As provided in ¶ 3.5 below;
- (c) As provided in ¶ 8.2 below;
- (d) As provided in ¶ 10.10 below, if applicable; and
- (e) To pay Taxes and Tax Expenses (as defined in ¶ 4.1 below) on the income earned by the Settlement Administration Account or Escrow Account. Taxes and Tax Expenses shall be paid out of the Gross Settlement Amount and shall be considered to be

a cost of administration of the Settlement and shall be timely paid by the Settlement Administration Account without prior Order of the Court.

3.2. The Escrow Agent shall invest the Escrow Account in short term instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. Settling Defendants, their counsel, their Insurer and the other Released Parties shall have no responsibility for, interest in, or any liability whatsoever with respect to any investment or management decisions executed by Plaintiffs.

3.3. Plaintiffs shall not disburse the Gross Settlement Amount except as provided in this Stipulation, by an order of the Court, or with the written agreement of Settling Defendants' Counsel. Plaintiffs shall follow any applicable escrow agreement.

3.4. At any time after the Court grants preliminary approval of the Settlement, Plaintiffs may pay up to \$100,000 from the Escrow Account to pay Settlement Administration Costs.

3.5. Within fifteen (15) days after Preliminary Approval, Defendants shall pay the sum of \$18,633.13 from the escrow held by Defense Counsel and cause the Insurer to transfer \$621,366.87 into the Escrow Account.

4. Taxes

4.1. The Settling Parties agree to treat the Gross Settlement Amount as being at all times a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1. In addition, Lead Counsel or their designee shall timely make such elections as necessary or advisable to carry out the provisions of this ¶ 4.1, including the "relation-back election" (as defined in Treasury Regulation § 1.468B-1) back to the earliest permitted date. Such elections shall be made in

compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of Lead Counsel or their designee to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(a) For purposes of § 1.468B of the Internal Revenue Code of 1986, as amended, and Treasury Regulation § 1.468B-2(k)(3) promulgated thereunder, the “administrator” shall be Lead Counsel or their designee. Lead Counsel or their designee shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Amount and Escrow Account (including without limitation the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in this ¶ 4.1) shall be consistent with this ¶ 4.1 and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Administration Account and Escrow Account shall be paid out of the Gross Settlement Amount.

(b) All Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Administration Account and Escrow Account, including any Taxes or tax detriments that may be imposed upon Defendants or their counsel or their Insurer with respect to any income earned by the Settlement Administration Account and Escrow Account for any period during which the Gross Settlement Amount does not qualify as a “qualified settlement fund” for federal or state income tax purposes (“Taxes”), and all expenses and costs incurred in connection with the operation and implementation of this ¶ 4.1 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses or penalties

relating to filing (or failing to file) the returns described in this ¶ 4.1 (“Tax Expenses”), shall be paid out of the Gross Settlement Amount, as appropriate. Defendants, their counsel, their Insurer and the other Released Parties shall have no liability or responsibility for the Taxes or the Tax Expenses. Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid out of the Gross Settlement Amount without prior order from the Court. Plaintiffs shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be withheld under Treasury Regulation § 1.468B-2(1)(2)). Defendants, their counsel, their Insurer and the other Released Parties shall have no responsibility for, interest in, or any liability whatsoever with respect to the foregoing provided in this ¶ 4.1. The Settling Parties agree to cooperate with each other, and their tax attorneys and accountants, to the extent reasonably necessary to carry out the provisions of this ¶ 4.1.

5. Preliminary Approval Order, Notice Order, And Settlement Hearing

5.1. As soon as practicable after execution of this Stipulation, Lead Counsel shall submit this Stipulation and its exhibits to the Court and shall apply for preliminary approval of the Settlement set forth in this Stipulation, entry of a preliminary approval order, and approval for the dissemination of notice. The Preliminary Approval Order to be submitted to the Court shall contain the exhibits substantially in the form set forth in: (i) the Long Notice (Exhibit A-1); (ii) the Proof of Claim and Release (Exhibit A-2); (c) Summary Notice (Exhibit A-3); and (d) the Postcard Notice (Exhibit A-4). The Notice shall include the general terms of the Settlement and the provisions of the Plan of Allocation, and shall set forth the procedure by which recipients of the

Notice may object to the Settlement or the Plan of Allocation or request to be excluded from the Settlement Class. The date and time of the Settlement Hearing shall be added to the Notice and Summary Notice before it is disseminated or otherwise provided to Settlement Class Members. Defendants shall not object to, or have any responsibility for, Lead Counsel's proposed Plan of Allocation.

5.2. At the time of the submission described in ¶ 5.1 hereof, the Settling Parties, through their counsel, shall jointly request that, after the Notice is provided and the Settlement Class Members are notified of the Settlement, the Court hold the Settlement Hearing and (i) approve the Settlement as set forth herein and (ii) enter a final order and judgment substantially in the form of Exhibit B hereto, as promptly after the Settlement Hearing as possible.

6. Releases And Covenants Not To Sue

6.1. Upon the Effective Date, the Releasing Parties, on behalf of themselves, their successors and assigns, and any other Person claiming (now or in the future) through or on behalf of them, regardless of whether any such Releasing Party ever seeks or obtains by any means, including without limitation by submitting a Proof of Claim, any disbursement from the Net Settlement Amount, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties and shall have covenanted not to sue the Released Parties with respect to all such Released Claims, and shall be permanently barred and enjoined from asserting, commencing, prosecuting, instituting, assisting, instigating, or in any way participating in the commencement or prosecution of any action or other proceeding, in any forum, asserting any Released Claim, in any capacity, against any of the Released Parties. Nothing contained herein shall, however, bar the

Releasing Parties from bringing any action or claim to enforce the terms of this Stipulation or the Final Judgment.

6.2. Upon the Effective Date, Settling Defendants, on behalf of themselves and their Related Parties, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, Settlement Class Members, Lead Counsel, and their Related Parties from all Claims, whether known or unknown, which arise out of, concern or relate to the institution, prosecution, settlement or dismissal of the Action (the “Defendants’ Released Claims”), and shall be permanently enjoined from prosecuting the Defendants’ Released Claims against Plaintiffs, Settlement Class Members, Lead Counsel, and their Related Parties. Nothing contained herein shall, however, bar the Settling Defendants or their Related Parties from bringing any action or claim to enforce the terms of this Stipulation or the Final Judgment. Nothing in this paragraph shall be deemed to alter, amend, release, or waive any indemnification rights that any current or former officer, director, or employee of 6D Global has against 6D Global under the Certificate of Incorporation of 6D Global, or the bylaws of 6D Global, subject to applicable provisions of Delaware statutory or common law governing such indemnification, nor to alter, amend, release, or waive any defenses to such claims for indemnification that 6D Global has. Nothing in this paragraph or the final settlement agreement shall constitute a general release by 6D Global of any other claims that may exist or arise between 6D Global and any current or former officer, director, or employee of 6D Global.

6.3. This Stipulation incorporates by reference the Bar Order set out in the [Proposed] Order and Partial Final Judgment, which is attached hereto as Exhibit B.

7. Administration And Calculation Of Claims, Final Awards And Supervision And Distribution Of The Escrow Account

7.1. Under the supervision of Lead Counsel, acting on behalf of the Settlement Class, and subject to such supervision and direction of the Court as may be necessary or as circumstances may require, the Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members and shall oversee distribution of the Net Settlement Amount to Authorized Claimants.

7.2. The Gross Settlement Amount shall be applied as follows:

- (a) To pay the Taxes and Tax Expenses described in ¶ 4.1 above;
- (b) To pay Settlement Administration Costs;
- (c) To pay Lead Counsel's and Derivative plaintiffs' allowed attorneys' fees and expenses and payments to Plaintiffs for reimbursement of their time and expenses (the "Fee and Expense Award"), to the extent allowed by the Court; and
- (d) To distribute the Net Settlement Amount, less the items set forth in ¶¶ 7.2(a), (b), and (c) hereof, plus all accrued interest, if any, to the Authorized Claimants as allowed by this Stipulation, the Plan of Allocation, or the Court.

7.3. Upon and after the Effective Date, the Net Settlement Amount shall be distributed to Authorized Claimants in accordance with the terms of the Plan of Allocation set forth in the Long Notice and any orders of the Court.

7.4. This is not a claims-made settlement, and if all conditions of the Stipulation are satisfied and the Final Judgment becomes Final, no portion of the Settlement Amount will be returned to any of the Settling Defendants or the Insurer. Settling Defendants, their counsel, their Insurer and the other Released Parties shall have no responsibility for, involvement in, interest in, or liability whatsoever with respect to the investment or distribution of the Net Settlement Amount,

the Plan of Allocation, the determination, administration, or calculation of claims, the payment or withholding of Taxes or Tax Expenses, or any losses incurred in connection therewith. No Person shall have any claims against Lead Counsel, the Claims Administrator or any other agent designated by Lead Counsel based on distribution determinations or claim rejections made substantially in accordance with this Stipulation and the Settlement contained herein, the Plan of Allocation, or orders of the Court. Lead Counsel shall have the right, but not the obligation, to waive what they deem to be formal or technical defects in any Proofs of Claim filed, where doing so is in the interest of achieving substantial justice.

7.5. It is understood and agreed by the Settling Parties that any proposed Plan of Allocation of the Net Settlement Amount including, but not limited to, any adjustments to an Authorized Claimant's claim set forth therein, is not a condition of this Stipulation and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in this Stipulation. Any order or proceedings relating to the Plan of Allocation, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to modify, terminate or cancel this Stipulation, or affect or delay the finality of the Final Judgment and the releases contained therein, or any other orders entered pursuant to this Stipulation.

7.6. 6D Global has provided to Lead Counsel the list of the record owners of 6D Global securities during the Settlement Class Period that it has in its possession, and shall reasonably cooperate to subpoena any additional information that Lead Counsel requests as to record owners of 6D Global. ("Settlement Class Information"). The Settling Parties acknowledge that any information provided to Lead Counsel by 6D Global pursuant to this Paragraph shall be treated as

confidential and will be used by Lead Counsel solely to disseminate notice, apprise Settlement Class Members of the Settlement, and/or implement the Settlement.

7.7. If any funds remain in the Escrow Account by reason of uncashed checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in the distribution of the Net Settlement Amount cash their distribution checks, any balance remaining in the Escrow Account six (6) months after the initial distribution of such funds shall be used: (i) first, to pay any amounts mistakenly omitted from the initial distribution to Authorized Claimants and who receive at least a \$10.00 payment; (ii) second, to pay any additional Settlement Administration Costs incurred in administering the Settlement; and (iii) finally, to make a second distribution to Authorized Claimants who cashed their checks from the initial distribution and who would receive at least \$10.00 from such second distribution, after payment of the estimated costs or fees to be incurred in administering the Escrow Account and in making this second distribution, if such second distribution is economically feasible.

8. Lead Counsel's Attorneys' Fees And Reimbursement Of Expenses

8.1. Lead Counsel may submit an application or applications (the "Fee and Expense Application") for distributions from the Gross Settlement Amount to Lead Counsel for: (i) an award of attorneys' fees with interest from the Gross Settlement Amount; (ii) reimbursement of actual costs and expenses, including the fees and expenses of any experts or consultants, incurred in connection with prosecuting the Action; and (iii) the Awards to Plaintiffs. Defendants shall take no position with respect to the Fee and Expense Application.

8.2. Except as otherwise provided in this paragraph, the attorneys' fees and expenses awarded by the Court shall be paid to Lead Counsel from the Escrow Account within five (5)

calendar days after the Final Judgment. In the event that the Effective Date does not occur, or the Final Judgment is reversed or modified in any way that affects the award of attorneys' fees and expenses, or the Stipulation is terminated for any other reason, then Lead Counsel shall be jointly and severally obligated to refund to the Escrow Account, within ten (10) Business Days from receiving notice from Settling Defendants' counsel or from a court of appropriate jurisdiction, either the full amount of the fees and expenses or an amount consistent with any modification of the Final Judgment with respect to the Fee and Expense Award, including accrued interest at the same rate as is earned by the Escrow Account. Lead Counsel agrees that the law firm and its partners and/or shareholders are subject to jurisdiction of the Court for the purpose of enforcing the provisions of this paragraph, and they shall be jointly and severally liable for repayment of all attorneys' fees and expenses awarded by the Court. Furthermore, without limitation, Lead Counsel agrees that the Court may, upon application of the Settling Defendants, summarily issue orders, including, without limitation, judgments and attachment orders and may make appropriate findings of or sanctions for contempt against the firms should they fail timely to repay fees and expenses pursuant to this paragraph. Any Awards to Plaintiffs shall not be paid from the Escrow Account until after the Effective Date.

8.3. The procedure for, and allowance or disallowance by the Court of, the Fee and Expense Application are not a condition of the Settlement set forth in this Stipulation and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in this Stipulation. Any order or proceeding relating to the Fee and Expense Application, or any objection to, motion regarding, or appeal from any order or proceeding relating thereto or reversal or modification thereof, shall not

operate to modify, terminate or cancel this Stipulation or the releases contained therein or any other orders entered pursuant to this Stipulation.

8.4. Any award of attorneys' fees and interest and/or expenses to Lead Counsel or Awards to Plaintiffs shall be paid solely from the Gross Settlement Amount and shall reduce the settlement consideration paid to the Settlement Class accordingly. No Settling Defendant shall have any responsibility for payment of Lead Counsel's attorneys' fees and interest, expenses or other awards to Plaintiffs beyond the obligation of Defendant 6D Global and its Insurer to cause the funding of the Settlement Amount as set forth in ¶ 2.1 above. The Released Parties shall have no responsibility for, and no liability whatsoever with respect to, any payments to Lead Counsel, Plaintiffs, the Settlement Class and/or any other Person who receives payment from the Gross Settlement Amount or Net Settlement Amount.

9. Class Certification

9.1. In the Final Judgment, the Settlement Class shall be certified for purposes of this Settlement, but in the event that the Final Judgment does not become Final or the Settlement fails to become effective for any reason, all Settling Parties reserve all their rights on all issues, including class certification. For purposes of this settlement only, in connection with the Final Judgment, Settling Defendants shall consent to (i) the appointment of Plaintiffs as the class representatives, (ii) the appointment of Lead Counsel as class counsel, and (iii) the certification of the Settlement Class pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure.

10. Conditions Of Settlement, Effect of Disapproval, Cancellation Or Termination

10.1. Plaintiffs, on behalf of the Settlement Class, and the Settling Defendants shall each have the right to terminate the Settlement and Stipulation by providing written notice of his or its election to do so ("Termination Notice") to all other Settling Parties within seven (7) Business Days of any of the following:

- (i) entry of a Court order declining to enter the Preliminary Approval Order in any material respect;
- (ii) entry of a Court order refusing to approve this Stipulation in any material respect;
- (iii) entry of a Court order declining to enter the Final Judgment in any material respect;
- (iv) entry of a Court order refusing to dismiss the Action with prejudice.
- (v) entry of an order by which the Final Judgment is modified or reversed in any material respect by any appeal or review;
- (vi) entry of orders declining to approve the settlements in the Derivative Actions; and
- (vii) failure on the part of any Settling Party to abide, in material respect, with the terms of this Stipulation.

In the absence of any of the events enumerated above in this ¶ 10.1, no Settling Party shall have the right to terminate the Stipulation for any reason.

10.2. If the Gross Settlement Amount is not paid into the Escrow Account in accordance with ¶ 2.1 of this Stipulation, then Plaintiffs, on behalf of the Settlement Class, and not Settling Defendants (other than in accordance with ¶ 10.5), shall have the right to (a) terminate the Settlement and Stipulation by providing written notice to the Settling Defendants at any time prior to the Court's entry of the Final Judgment; or (b) enforce the terms of the Settlement and this Stipulation and seek a judgment effecting the terms herein.

10.3. The Effective Date of this Stipulation (“Effective Date”) shall not occur unless and until each of the following events occurs, and it shall be the date upon which the last in time of the following events occurs:

- (a) Settling Defendants have not exercised their option to terminate the Settlement pursuant to ¶ 10.5;
- (b) The Court has entered the Preliminary Approval Order attached hereto as Exhibit A or an order containing materially the same terms;
- (c) The Gross Settlement Amount has been paid into the Escrow Account, as set forth in ¶ 2.1 above;
- (d) The Court has approved the Settlement, following notice to the Settlement Class and the Settlement Hearing, and has entered the Final Judgment;
- (e) The Final Judgment has become Final as defined in ¶ 1.13; and
- (f) The Action has been dismissed with prejudice.

10.4. Upon the occurrence of the Effective Date, any and all interest or right of Defendants or the Insurer in or to the Gross Settlement Amount, if any, shall be absolutely and forever extinguished, except as set forth in this Stipulation.

10.5. If prior to Final Judgment, Persons who otherwise would be Settlement Class Members have filed with the Court valid and timely requests for exclusion from the Settlement Class in accordance with the provisions of the Preliminary Approval Order and the notice given pursuant thereto (“Opt-Outs”), and such Persons in the aggregate purchased securities during the Settlement Class Period in an amount greater than the amount specified in separate Supplemental Agreement between the Settling Parties (the “Supplemental Agreement”) in 6D during the Settlement Class Period, then Settling Defendants shall have, each in his, her or its sole and

absolute discretion, the option to terminate this Stipulation and Settlement in strict accordance with the requirements and procedures set forth in the Supplemental Agreement (hereinafter the “Supplemental Termination Option”). The Supplemental Agreement shall not be filed with the Court unless and until a dispute among the Settling Parties concerning its interpretation or application arises.

10.6. Settling Defendants shall not have the right to terminate the Stipulation if the Settlement Amount is not paid pursuant to ¶ 2.1 (other than in accordance with ¶ 10.3). None of the Settling Parties, or any of them, shall have any obligation whatsoever to proceed under any terms other than those provided for and agreed herein. If any Settling Party engages in a material breach of the terms hereof, any other Settling Party, provided that he or it is in substantial compliance with the terms of this Stipulation, may terminate this Stipulation on notice to all the Settling Parties.

10.7. If the Stipulation shall be terminated, or be canceled, or shall not become effective for any reason, the Settling Parties shall be restored to their respective positions in the Action immediately prior to May 1, 2019, and they shall proceed in all respects as if the Stipulation had not been executed and the related orders had not been entered, and in that event all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice.

10.8. If the Stipulation is not approved by the Court or the Settlement set forth in this Stipulation is terminated or fails to become Final in accordance with its terms, the terms and provisions of this Stipulation, except as otherwise provided herein, shall have no further force and effect with respect to the Settling Parties and shall not be used in the Action, or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*.

10.9. If the Stipulation shall be terminated, or be canceled, or shall not become effective for any reason, within seven (7) Business Days after the occurrence of such event, the Gross Settlement Amount (less taxes already paid and any Settlement Administration Costs which have either been disbursed or are determined to be chargeable) shall be refunded to Berkley plus accrued interest attributable to that amount by check or wire transfer pursuant to written instructions from the Insurer. At the request of 6D Global, or the Insurer, Lead Counsel or their designee shall apply for any tax refund owed on the Gross Settlement Amount and pay the proceeds, after deduction of any fees or expenses incurred in connection with such application(s) for refund, to 6D Global or the Insurer pursuant to written direction from the Insurer.

10.10. No order of the Court or modification or reversal on appeal of any order of the Court concerning the Plan of Allocation or the Fee and Expense Application shall constitute grounds for cancellation or termination of the Stipulation.

11. No Admission Of Liability Or Wrongdoing

11.1. The Settling Parties covenant and agree that neither this Stipulation, nor the fact nor any terms of the Settlement, nor any communication relating thereto, nor the Supplemental Agreement, is evidence, or an admission, presumption or concession by any Settling Party or their counsel, any Settlement Class Member, or any of the Released Parties, of any fault, liability or wrongdoing whatsoever, as to any facts or claims alleged or that have been or could have been asserted in the Action, or in any other actions or proceedings, or as to the validity or merit of any of the claims or defenses alleged or that have been or could have been asserted in any such action or proceeding. This Stipulation is not a finding or evidence of the validity or invalidity of any claims or defenses in the Action, any wrongdoing by any Settling Party, Settlement Class Member, or any of the Released Parties, or any damages or injury to any Settling Party, Settlement Class

Member, or any Released Parties. Neither this Stipulation, nor the Supplemental Agreement, nor any of the terms and provisions of this Stipulation or the Supplemental Agreement, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the Settlement proceedings, nor any statement in connection therewith, (a) shall (i) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury or damages, or of any wrongful conduct, acts or omissions on the part of any Released Party, or of any infirmity of any defense, or of any damages to Plaintiffs, or any other Settlement Class Member, or (ii) otherwise be used to create or give rise to any inference or presumption against any of the Released Parties concerning any fact or any purported liability, fault, or wrongdoing of the Released Parties or any injury or damages to any person or entity, or (b) shall otherwise be admissible, referred to or used in any proceeding of any nature, for any purpose whatsoever; provided, however, that the Stipulation and the Final Judgment may be introduced in any proceeding, whether in the Court or otherwise, as may be necessary to enforce the Settlement or Final Judgment, or as otherwise required by law.

12. Miscellaneous Provisions

12.1. 6D Global shall produce to Plaintiffs all documents produced in the action styled *Cottam v. Global Emerging Capital Group, LLC, et al.*, Case No. 1:16-cv-04584-RWS-SN (S.D.N.Y.), within five (5) days of the Preliminary Approval Order. Lead Counsel agree that they will not rely on anything contained in such discovery materials as a basis for voiding this settlement agreement or for refusal to submit the proposed settlement to the Court for final approval.

12.2. Except in the event of the filing of a Termination Notice pursuant to ¶¶ 10.1, 10.2, 10.3, 10.5 or 10.6 of this Stipulation or termination notice in accordance with the Supplemental Agreement, the Settling Parties shall take all actions necessary to consummate this agreement; and agree to cooperate with each other to the extent reasonably necessary to effectuate and implement all terms and conditions of the Stipulation.

12.3. The Settling Parties and their respective counsel represent that they will not encourage or otherwise influence (or seek to influence) any Settlement Class Members to request exclusion from, or object to, the Settlement.

12.4. Each of the attorneys executing this Stipulation, any of its exhibits, and any related settlement documents on behalf of any Settling Party hereto hereby warrants and represents that he or she has been duly empowered and authorized to do so by the Settling Party he or she represents, respectively.

12.5. Plaintiffs and Lead Counsel represent and warrant that Plaintiffs are Settlement Class Members and none of Plaintiffs' claims or causes of action against one or more Defendants in the Action, or referred to in this Stipulation, or that could have been alleged against one or more Defendants in the Action have been assigned, encumbered or in any manner transferred in whole or in part.

12.6. This Stipulation, together with the Supplemental Agreement, constitutes the entire agreement between the Settling Parties related to the Settlement and supersedes any prior agreements. No representations, warranties, promises, inducements or other statements have been made to or relied upon by any Settling Party concerning this Stipulation, other than the representations, warranties and covenants expressly set forth herein and in the Supplemental Agreement. Plaintiffs, on behalf of himself and the Settlement Class, acknowledge and agree that

any and all other representations and warranties of any kind or nature, express or implied, are specifically disclaimed and were not relied upon in connection with this Stipulation. In entering this Stipulation, the Settling Parties relied solely upon their own knowledge and investigation. Except as otherwise provided herein, each Settling Party shall bear his or its own costs.

12.7. This Stipulation may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all Settling Parties, or their respective counsel or their respective successors in interest.

12.8. This Stipulation shall be binding upon, and shall inure to the benefit of, the Settling Parties, and their respective agents, successors, executors, heirs, and assigns.

12.9. The Released Parties who do not appear on the signature lines below, are acknowledged and agreed to be third party beneficiaries of this Stipulation and Settlement.

12.10. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

12.11. This Stipulation may be executed in any number of counterparts by any of the signatories hereto and the transmission of an original signature page electronically (including by facsimile or portable document format) shall constitute valid execution of the Stipulation as if all signatories hereto had executed the same document. Copies of this Stipulation executed in counterpart shall constitute one agreement.

12.12. This Stipulation and the Settlement, the Supplemental Agreement, and any and all disputes arising out of or relating in any way to this Stipulation, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principles.

12.13. The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Stipulation, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Stipulation.

12.14. The Stipulation shall not be construed more strictly against one party hereto than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Settling Parties, it being recognized that it is the result of arm's-length negotiations between the Settling Parties, and all Settling Parties have contributed substantially and materially to the preparation of this Stipulation.

12.15. Plaintiffs, Lead Counsel, and the attorneys, staff, experts, and consultants assisting them in this Action agree that (a) they will not intentionally assist or cooperate with any person or entity in the pursuit of legal action related to the subject matter of this Action against the Released Parties, (b) they will not intentionally assist or cooperate with any person or entity seeking to publicly disparage or economically harm the Released Parties with respect to any matter relating to the subject matter of this Action, and (c) they will not discuss any confidential matters related to this Action, or the Settlement with anyone except in the prosecution of the Action against the remaining Defendants.

12.16. All agreements by, between or among the Settling Parties, their respective counsel and their other advisors as to the confidentiality of information exchanged between or among them shall remain in full force and effect, and shall survive the execution and any termination of this Stipulation and the final consummation of the Settlement, if finally consummated, without regard to any of the conditions of the Settlement

12.17. The Settling Parties shall not assert or pursue any action, claim or rights that any party violated any provision of Rule 11 of the Federal Rules of Civil Procedure, any corollary state

law rule or statute, and/or the PSLRA in connection with this Action, the Settlement, the Stipulation or the Supplemental Agreement. The Settling Parties agree that the Action was resolved in good faith following arm's-length bargaining, in full compliance with applicable requirements of good faith litigation under the Securities Exchange Act of 1934, Rule 11 of the Federal Rules of Civil Procedure, any corollary state law rule or statute, and/or the PSLRA.

12.18. Any failure by any of the Settling Parties to insist upon the strict performance by any other Settling Party of any of the provisions of the Stipulation shall not be deemed a waiver of any of the provisions hereof, and such Settling Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Stipulation to be performed by the other Settling Parties.

12.19. The waiver, express or implied, by any Settling Party of any breach or default by any other Settling Party in the performance of such Settling Party of its obligations under the Stipulation shall not be deemed or construed to be a waiver of any other breach, whether prior, subsequent, or contemporaneous, under this Stipulation.

12.20. The Settling Parties reserve the right, subject to the Court's approval, to make any reasonable extensions of time that might be necessary to carry out any of the provisions of this Stipulation.

IN WITNESS WHEREOF, the Settling Parties have executed this Stipulation by their undersigned counsel effective as of the date set forth below.

Dated: October 7, 2019

THE ROSEN LAW FIRM, P.A.

By: 

Jonathan Horne, Esq.

Laurence M. Rosen, Esq.

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*Lead Counsel for Plaintiffs and the proposed
Class*

Dated: October 7, 2019

CATAFAGO FINI LLP

By: /s/ Tom M. Fini

Tom M. Fini

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*Counsel for Defendants 6D Global Technologies,
Inc., Tejune Kang, Mark Szykowski, and Terry
McEwen*

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

JOSEPH PUDDU, MARK GHITIS,
VALERY BURLAK, and ADAM BUTTER,

Plaintiffs,

v.

6D GLOBAL TECHNOLOGIES, INC.,
NYGG (ASIA), LTD., BENJAMIN
TIANBING WEI A/K/A BENJAMIN WEY,
TEJUNE KANG, MARK SZYNKOWSKI,
TERRY MCEWEN, AND NYG CAPITAL
LLC D/B/A NEW YORK GLOBAL GROUP,

Defendants.

Case No: 15-cv-8061-AJN

CLASS ACTION

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, Lead Plaintiffs Joseph Puddu and Mark Ghitis (“Lead Plaintiffs”) and Named Plaintiffs Valery Burlak, and Adam Butter (collectively with Lead Plaintiffs, “Plaintiffs”), on behalf of themselves and the Settlement Class, and Defendants 6D Global Technologies, Inc. f/k/a CleanTech Innovations, Inc. (“6D Global” or the “Company”), Tejune Kang, Mark Szykowski, and Terry McEwen (the “Individual Defendants” and, together with 6D Global, the “Settling Defendants” and with Plaintiffs, the “Settling Parties”) entered into the Stipulation and Agreement of Settlement, dated October 7, 2019 (the “Settlement Stipulation”), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure, and which, together with the exhibits annexed thereto, sets forth the terms and conditions for the proposed settlement and dismissal of the class action pending before the Court titled, *Castillo IV v. 6D Global Technologies, Inc., et al.*, No. 15-cv-8061-AJN (S.D.N.Y.) (the “Action”); and the Court having read and considered the Settlement Stipulation and the exhibits thereto and submissions made relating thereto, and finding that substantial and sufficient grounds exist for entering this Order; and the Settling Parties having consented to the entry of this Order;

NOW, THEREFORE, IT IS HEREBY ORDERED, this ____ day of _____, 2019, that:

1. Capitalized terms used herein have the meanings defined in the Settlement Stipulation.
2. Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure and for the purposes of the Settlement only, the Action is hereby preliminarily certified as a class action on behalf of all persons that purchased or acquired 6D Global Technologies, Inc. (f/k/a CleanTech Innovations, Inc.) securities between June 16, 2014 and September 10, 2015, both dates inclusive (the “Settlement Class Period”) excluding: (i) Defendants; (ii) current and former officers and

directors of 6D Global and any other Released Party; (iii) the persons expressly excluded from the definition of Released Parties in paragraph 1.28 of the Settlement Stipulation (a) through (d); (iv) the respective spouses, children, or parents of any person or entity excluded under subparagraphs, (i) through (iii) of this paragraph; (v) any person or entity more than 5% owned or directly or indirectly controlled by any person or entity excluded under subparagraphs (i) through (iv) of this paragraph or any trust of which such a person is a beneficiary or of which any person or entity is related or affiliated to a beneficiary or a trustee; (vi) the respective heirs, successors, trustees and assigns of any person excluded under paragraphs (i) through (v); and (vii) those persons who file valid and timely requests for exclusion in accordance with this Preliminary Approval Order.

3. This Court finds, preliminarily and for purposes of this Settlement only, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder of all members of the Settlement Class is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the Plaintiffs' claims are typical of the claims of the Settlement Class they seek to represent; (d) Plaintiffs fairly and adequately represent the interests of the Settlement Class; (e) questions of law and fact common to the Settlement Class predominate over any questions affecting only individual members of the Settlement Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the Action.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, preliminarily and for the purposes of this Settlement only, Plaintiffs are certified as the class representatives on behalf of the Settlement Class ("Class Representatives") and Lead Counsel, previously selected by Plaintiffs and appointed by the Court, is hereby appointed as Lead Counsel for the Settlement Class ("Class Counsel").

5. The Court finds that (a) the Settlement Stipulation resulted from good faith, arm's length negotiations, and (b) the Settlement Stipulation is sufficiently fair, reasonable and adequate to the Settlement Class Members to warrant providing notice of the Settlement to Settlement Class Members and holding a Settlement Hearing.

6. The Court hereby preliminarily approves the Settlement, subject to further consideration at a hearing (the "Settlement Hearing") pursuant to Federal Rule of Civil Procedure 23(e), which is hereby scheduled to be held before the Court on _____ 2020 at __:___ .m. for the following purposes:

(a) to determine finally whether the applicable prerequisites for class action treatment under Federal Rules of Civil Procedure 23(a) and (b) are satisfied;

(b) to determine finally whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;

(c) to determine finally whether the Order and Final Judgment as provided under the Settlement Stipulation should be entered, dismissing the Action on the merits and with prejudice, and to determine whether the release by the Releasing Parties of the Released Claims against the Released Parties, as set forth in the Settlement Stipulation, should be ordered, along with a permanent injunction barring efforts to prosecute or attempt to prosecute any Released Claims extinguished by the release against any of the Released Parties, as also set forth in the Settlement Stipulation;

(d) to determine finally whether the proposed Plan of Allocation for the distribution of the Net Settlement Fund is fair and reasonable and should be approved by the Court;

(e) to consider the application of Class Counsel for an award of attorneys' fees with interest and expenses to Lead Counsel and awards to the Class Representatives;

(f) to consider Settlement Class Members' objections to the Settlement, if any, whether submitted previously in writing or presented orally at the Settlement Hearing by Settlement Class Members (or by counsel on their behalf) provided that they gave proper notice that they intend to appear at the Settlement Hearing; and

(g) to rule upon such other matters as the Court may deem appropriate.

7. The Court reserves the right to adjourn the Settlement Hearing to a later date and to approve the Settlement without modification, or with such modifications as may be agreed to by the Settling Parties, and with or without further notice of any kind. The Court further reserves the right to enter its Order and Final Judgment approving the Settlement and dismissing the Action, on the merits and with prejudice, regardless of whether it has approved the Plan of Allocation or awarded attorneys' fees and expenses.

8. The Court approves the form, substance and requirements of (a) the Internet Notice, (b) the Summary Notice, (c) the Postcard Notice, and (d) the Proof of Claim and Release Form, all of which are exhibits to the Settlement Stipulation.

9. Class Counsel has the authority to enter into the Settlement on behalf of the Settlement Class and has the authority to act on behalf of the Settlement Class with respect to all acts or consents required by or that may be given pursuant to the Settlement Stipulation or such other acts that are reasonably necessary to consummate the Settlement.

10. For settlement purposes only, Strategic Claims Services is appointed and approved as the Claims Administrator to supervise and administer the notice procedure as well as the processing of claims.

11. At any time after the Court grants preliminary approval of the Settlement, Plaintiffs may pay up to \$100,000 from the Escrow Account to pay Settlement Administration Costs.

12. Within sixteen (16) calendar days of the entry of this Order, Class Counsel, through the Claims Administrator, shall either (a) email the Summary Notice to Settlement Class Members for whom the Claims Administrator is able to obtain email addresses, substantially in the form annexed to the Settlement Stipulation as Exhibit A-3 or (b) cause the Postcard Notice, substantially in the form annexed to the Settlement Stipulation as Exhibit A-4, if no electronic mail address can be obtained, mailed, by first class mail, postage prepaid, to Settlement Class Members who can be identified with reasonable effort by Class Counsel, through the Claims Administrator.

13. Class Counsel, through the Claims Administrator, shall make all reasonable efforts to give notice to nominees or custodians who held 6D Global securities during the Settlement Class Period as record owners but not as beneficial owners. Such nominees or custodians shall, within ten (10) calendar days of receipt of the notice, either: (i) request copies of the Postcard Notice sufficient to send the Postcard Notice to all beneficial owners for whom they are nominee or custodian, and within ten (10) calendar days after receipt thereof send copies to such beneficial owners; or (ii) provide the Claims Administrator with lists of the names, last known addresses and email addresses (to the extent known) of such beneficial owners, in which event the Claims Administrator shall promptly deliver the Postcard Notice to such beneficial owners. If the Claims Administrator receives an email address, it will send a Summary Notice electronically. Nominees or custodians who elect to send the Postcard Notice to their beneficial owners shall send a written certification to the Claims Administrator confirming that the mailing has been made as directed. Copies of the Postcard Notice shall be made available to any nominee or custodian requesting same for the purpose of distribution to beneficial owners. The Claims Administrator shall, if

requested, reimburse nominees or custodians out of the Settlement Fund solely for their reasonable out-of-pocket expenses, incurred in providing notice to beneficial owners, which expenses would not have been incurred except for the providing names and addresses up to \$0.05 per name and address; mailing of Postcard Notice up to \$0.05 per unit, plus postage at the rate used by the Claims Administrator; or emailing of notice up to \$0.05 per email, and subject to further order of this Court with respect to any dispute concerning such reimbursement.

14. Class Counsel shall, at least seven (7) calendar days before the Settlement Hearing, serve upon counsel for Settling Defendants and file with the Court proof of the mailing of the Postcard Notice as required by this Order.

15. Class Counsel, through the Claims Administrator, shall cause the Settlement Stipulation and its exhibits, this Order, and a copy of the Notice and Proof of Claim and Release Form to be posted on the Claims Administrator's website within sixteen (16) calendar days after entry of this Order.

16. Class Counsel, through the Claims Administrator, shall cause the Summary Notice to be published electronically once on the *GlobeNewswire* within ten (10) calendar days after the Postcard Notice mailing or Summary Notice emailing. Class Counsel shall, at least seven (7) calendar days before the Settlement Hearing, serve upon counsel for Settling Defendants and file with the Court proof of publication of the Summary Notice.

17. The forms and methods set forth herein of notifying the Settlement Class Members of the Settlement and its terms and conditions meet the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and Section 21D(a)(7) of the Exchange Act, 15 U.S.C. 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995; constitute the best notice practicable under the circumstances; and constitute due and sufficient notice to all persons

and entities entitled thereto. No Settlement Class Member will be relieved from the terms and conditions of the Settlement, including the releases provided for therein, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice.

18. In order to be entitled to participate in recovery from the Net Settlement Fund after the Effective Date, each Settlement Class Member shall take the following action and be subject to the following conditions:

(a) A properly completed and executed Proof of Claim and Release Form must be submitted to the Claims Administrator: (a) electronically through the Claims Administrator's website, www.strategicclaims.net by 11:59 p.m. EST on _____, 2020; or (b) at the Post Office Box indicated in the Notice, postmarked no later than _____, 2019 (thirty (30) calendar days prior to the Settlement Hearing). Such deadline may be further extended by Order of the Court. Each Proof of Claim and Release Form shall be deemed to have been submitted when: (a) the claim receives a confirmation notice from Strategic Claims Services for electronic submissions; or (b) legibly postmarked (if properly addressed and mailed by first class mail) provided such Proof of Claim and Release Form is actually received before the filing of a motion for an Order of the Court approving distribution of the Net Settlement Fund. Any Proof of Claim and Release Form submitted in any other manner shall be deemed to have been submitted when it was actually received by the Claims Administrator at the address designated in the Notice.

(b) The Proof of Claim and Release Form submitted by each Settlement Class Member must satisfy the following conditions: (i) it must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by adequate supporting documentation for the

transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Claims Administrator or Class Counsel; (iii) if the person executing the Proof of Claim and Release Form is acting in a representative capacity, a certification of his current authority to act on behalf of the Settlement Class Member must be provided with the Proof of Claim and Release Form; and (iv) the Proof of Claim and Release Form must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

(c) Once the Claims Administrator has considered a timely submitted Proof of Claim and Release Form, it shall determine whether such claim is valid, deficient or rejected. For each claim determined to be either deficient or rejected, the Claims Administrator shall send a deficiency letter or rejection letter as appropriate, describing the basis on which the claim was so determined. Persons who timely submit a Proof of Claim and Release Form that is deficient or otherwise rejected shall be afforded a reasonable time (at least ten (10) calendar days) to cure such deficiency if it shall appear that such deficiency may be cured. If any Claimant whose claim has been rejected in whole or in part wishes to contest such rejection, the Claimant must, within ten (10) calendar days after the date of mailing of the notice, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's ground for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If an issue concerning a claim cannot be otherwise resolved, Class Counsel shall thereafter present the request for review to the Court.

(d) As part of the Proof of Claim and Release Form, each Settlement Class Member shall submit to the jurisdiction of the Court with respect to the claim submitted, and shall, upon the Effective Date, release all claims as provided in the Settlement Stipulation. No discovery shall be allowed on the merits of the Action or the Settlement in connection with processing of the Proof of Claim and Release Forms, nor shall any discovery from or of Defendants be allowed on any topic.

19. All Settlement Class Members who do not submit valid and timely Proof of Claim and Release Forms will be forever barred from receiving any payments from the Net Settlement Fund, but will in all other respects be subject to and bound by the provisions of the Settlement Stipulation and the Order and Final Judgment, if entered

20. Settlement Class Members shall be bound by all determinations and judgments in this Action whether favorable or unfavorable, unless such Persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. A Settlement Class Member wishing to make such request for exclusion shall mail it by first class mail, postage prepaid, or otherwise deliver it, so that it is received no later than _____, 2020 (twenty-one (21) calendar days prior to the Settlement Hearing) (the “Exclusion Deadline”), to the address listed in the Notice. In order to be valid, such request for exclusion (A) must clearly indicate the name and address and phone number and e-mail contact information (if any) of the Person seeking exclusion, and state that the sender specifically “requests to be excluded from the Settlement Class *Castillo IV v. 6D Global Technologies, Inc., et al.*, No. 15-cv-8061-AJN (S.D.N.Y.)” and (B) state the date, number of shares and dollar amount of each 6D Global securities stock purchase or acquisition during the Settlement Class Period, and any sale transactions as well as the number of shares of 6D Global securities stock held by the Person as of June 16, 2014 and September 10,

2015. In order to be valid, such request for exclusion must be submitted with documentary proof: (i) of each purchase or acquisition and, if applicable, sale transaction of 6D Global securities during the Settlement Class Period; and (ii) demonstrating the Person's status as a beneficial owner of the 6D Global securities. Any such request for exclusion must be signed and submitted by the beneficial owner under penalty of perjury. The request for exclusion shall not be effective unless it provides the required information, is legible, and is made within the time stated above, or the exclusion is otherwise accepted by the Court. Class Counsel may contact any Person filing a request for exclusion, or their attorney if one is designated, to discuss the exclusion.

21. The Claims Administrator shall provide all requests for exclusion and supporting documentation submitted therewith (including untimely requests and revocations of requests) to counsel for the Settling Parties as soon as possible and no later than the Exclusion Deadline or upon the receipt thereof (if later than the Exclusion Deadline). The Settlement Class will not include any Person who delivers a valid and timely request for exclusion.

22. Any Person that submits a request for exclusion may thereafter submit to the Claims Administrator a written revocation of that request for exclusion, provided that it is received no later than two (2) Business Days before the Settlement Hearing, in which event that Person will be included in the Settlement Class.

23. All Persons who submit a valid, timely and unrevoked request for exclusion will be forever barred from receiving any payments from the Net Settlement Fund.

24. The Court will consider comments and/or objections to the Settlement, the Plan of Allocation, or the Fee and Expense Application, provided, however, that no Settlement Class Member or other Person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement or, if approved, the Order and Final Judgment, or any other

order relating thereto, unless that Person has served copies of any objections, papers and briefs to the following counsel at least twenty-one (21) calendar days prior to the Settlement Hearing Date:

<p>Clerk of the Court United States District Court Southern District of New York 40 Foley Square New York, NY 10007</p>	<p><u>CLASS COUNSEL</u> THE ROSEN LAW FIRM, P.A. Jonathan Horne Laurence M. Rosen 275 Madison Avenue, 34th Floor New York, New York 10016 Telephone: (212) 686-1060 Fax: (212) 202-3827</p> <p><u>DERIVATIVE COUNSEL</u> THE BROWN LAW FIRM, P.C. Timothy Brown 240 Townsend Square Oyster Bay, NY 11171 Telephone: (516) 922-5427 Fax: (516) 344-6204</p>	<p><u>COUNSEL FOR SETTLING DEFENDANTS</u> CATAFAGO FINI LLP Tom M. Fini The Empire State Building 350 Fifth Ave., Suite 7710 New York, NY 10118 Phone: (212) 239-9669 Fax: (212) 239-9688</p> <p>MANATT, PHELPS & PHILLIPS LLP (Counsel for Derivative Settling Defendants Hartung, Kaufman and Saxena) Andrew L. Morrison 7 Times Square New York, NY 10036 Telephone: (212) 790-4581 Fax: (212) 536-1856</p>
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To be valid, any such objection must contain the Settlement Class Member's: (1) name, address, and telephone number; (2) a list of all purchases and sales of the 6D Global securities during the Settlement Class Period in order to show membership in the Settlement Class; (3) all grounds for the objection, including any legal support known to the Settlement Class Member and/or his, her, or its counsel; (4) the name, address and telephone number of all counsel who represent the Settlement Class Member, including former or current counsel who may be entitled to compensation in connection with the objection; and (5) the number of times the Settlement Class Member and/or his, her, or its counsel has filed an objection to a class action settlement in the last five years, the nature of each such objection in each case, the jurisdiction in each case, and the

name of the issuer of the security or seller of the product or service at issue in each case. Attendance at the Settlement Hearing is not necessary but Persons wishing to be heard orally in opposition to the approval of the Settlement Stipulation, the Plan of Allocation, and/or the Fee and Expense Application are required to indicate in their written objection (or in a separate writing that is submitted in accordance with the deadline and after instruction pertinent to the submission of a written objection) that they intend to appear at the Settlement Hearing and identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at the Settlement Hearing. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

25. Any Settlement Class Member who does not object in the manner prescribed above shall be deemed to have waived all such objections and shall forever be foreclosed from making any objection to the fairness, adequacy or reasonableness of the Settlement, the Order and Final Judgment to be entered approving the Settlement, the Plan of Allocation, and/or the Fee and Expense Application, unless otherwise ordered by the Court; shall be bound by all the terms and provisions of the Settlement Stipulation and by all proceedings, orders and judgments in the Action; and shall also be foreclosed from appealing from any judgment or order entered in this Action.

26. The Court reserves the right to adjourn the Settlement Hearing without any further notice other than entry of an Order on the Court's docket, and to approve the Settlement without further notice to the Settlement Class.

27. All papers in support of the Settlement, the Plan of Allocation and/or the Fee and Expense Application shall be filed and served no later than twenty-eight (28) calendar days before the Settlement Hearing.

28. Any submissions filed in response to any objections or in further support of the Settlement, the Plan of Allocation and/or the Fee and Expense Application shall be filed no later than seven (7) calendar days prior to the Settlement Hearing.

29. Settling Defendants, their counsel, their Insurers and other Released Parties shall have no responsibility for, or liability with respect to, the Plan of Allocation or any application for attorneys' fees and interest, or expenses or payments to the Class Representative submitted by Class Counsel, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

30. Pending final determination of whether the Settlement should be approved, all Releasing Parties shall be enjoined from commencing, prosecuting, or attempting to prosecute any Released Claims against any Released Party in any court or tribunal or proceeding. Unless and until the Settlement Stipulation is cancelled and terminated pursuant to the Settlement Stipulation.

31. All funds held in the IOLTA Account shall be deemed and considered to be in the custody of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed or returned pursuant to the Settlement Stipulation and Plan of Allocation and/or further order(s) of the Court.

32. Neither the Settlement Stipulation, nor any of its terms or provision, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by Settling Defendants, their counsel, their Insurers or any of the other Released Parties of the truth of any of the allegations in the Action, or of any liability, fault, or wrongdoing or any kind and shall not be construed as, or deemed to be evidence of or an admission or concession that Class Representative or any Settlement Class Members have suffered any damages, harm, or loss. Further, neither the Settlement Stipulation, nor any of its terms or provisions, nor any of the

negotiations or proceedings connected with it, nor this Order shall be construed as an admission or concession by the Class Representative of the validity of any factual or legal defense or of the infirmity of any of the claims or facts alleged in this Action.

33. If the Settlement is not consummated in accordance with the terms of the Settlement Stipulation, then the Settlement Stipulation and this Order (including any amendment(s) thereof, and except as expressly provided in the Settlement Stipulation or by order of the Court) shall be null and void, of no further force or effect, and without prejudice to any Settling Party, and may not be introduced as evidence or used in any action or proceeding by any Person against the Settling Parties or the Released Parties, and each Settling Party shall be restored to his, her or its respective litigation positions as they existed prior to March 8, 2019, pursuant to the terms of the Settlement Stipulation.

34. The Court reserves the right to alter the time or the date of the Settlement Hearing without further notice to the Settlement Class Members, provided that the time or the date of the Settlement Hearing shall not be set at a time or date earlier than the time and date set forth in ¶ 6 above. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of, or relating to, the Settlement Stipulation, including by way of illustration and not limitation, any dispute concerning any Proof of Claim and Release Form submitted and any future requests by one or more of the Settling Parties that the Order and Final Judgment, the releases and/or the permanent injunction set forth in the Settlement Stipulation be enforced.

Dated: _____, 2020 _____

HON. ALISON J. NATHAN
UNITED STATES DISTRICT JUDGE

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

JOSEPH PUDDU, MARK GHITIS, VALERY
BURLAK, and ADAM BUTTER,

Case No: 15-cv-8061-AJN

Plaintiffs,

v.

6D GLOBAL TECHNOLOGIES, INC., NYGG
(ASIA), LTD., BENJAMIN TIANBING WEI
A/K/A BENJAMIN WEY, TEJUNE KANG,
MARK SZYNKOWSKI, TERRY MCEWEN,
AND NYG CAPITAL LLC D/B/A NEW YORK
GLOBAL GROUP,

Defendants.

**NOTICE OF PENDENCY AND PROPOSED PARTIAL SETTLEMENT
OF CLASS ACTION AND DERIVATIVE ACTIONS**

If you purchased common stock of 6D Global Technologies, Inc. f/k/a CleanTech Innovations, Inc. (“6D Global” or the “Company”) during the period from June 16, 2014 through September 10, 2015, both dates inclusive (the “Settlement Class Period”), you could get a payment from a class action settlement (the “Settlement”) and if you currently own 6D Global securities and owned them as of October 7, 2019 (“Current 6D Global Shareholder”), your rights may otherwise be affected by the Settlement.

Under law, a federal court has authorized this Notice. This is not attorney advertising.

- If approved by the Court, the Settlement will provide six hundred forty thousand dollars (\$640,000) (the “Settlement Fund”) gross, plus interest as it accrues, minus attorneys’ fees, costs, administrative expenses, Awards to Plaintiffs, and net of any taxes on interest, to pay claims of investors who purchased 6D Global securities during the Settlement Class Period.
- The Settlement would resolve all claims brought in the securities class action, *Castillo IV v. 6D Global Technologies, Inc., et al.*, No. 15-CV-8061-AJN (S.D.N.Y.) (the “Class Action”) as well as the shareholder derivative actions, *Scott v. Wei, Inc., et al.*, No. 15-cv-

9691-AJN (S.D.N.Y.) and *Scott v. Wei, et al.*, C.A. No. 2018-0665-TMR (Del. Ch.) (the “Derivative Actions”).

- The Settlement represents an estimated average recovery of \$0.033 per share of 6D Global for the approximately 19.5 million shares outstanding as of September 10, 2015 not held by Defendants. A share may have been traded more than once during the Settlement Class Period. This estimate solely reflects the average recovery per outstanding share of 6D Global securities not held by Defendants.
- Attorneys for Class Action Plaintiffs (“Class Counsel”) will ask the Court to award them fees of up to \$133,333.33 (one-third of the portion of the Settlement Fund that is attributable to the efforts of Class Counsel in the Class Action) plus interest accrued on the Settlement Fund, Class Counsel will also seek reimbursement of no more than \$65,000.00 in litigation expenses incurred by Class Counsel, and an Award to Class Action Plaintiffs not to exceed \$6,000.00 in total (\$1,500.00 each). If approved by the Court, the Award to Class Action Plaintiffs will be paid from the Settlement Fund. Attorneys for the Derivative Plaintiff (“Derivative Counsel”) will ask the Court to award them a total sum for their fees and expenses, which sum Settling Derivative Defendants agreed Derivative Counsel is entitled: \$80,000.00 (one-third of the portion of the Settlement Fund attributable to the efforts of Derivative Counsel in the Derivative Actions), out of which Derivative Counsel will ask the Court for an Award to Derivative Plaintiff of up to \$1,500.00. Collectively, the attorneys’ fees and expenses and awards to Class Action and Derivative Plaintiffs are estimated to average \$0.014 per outstanding share of 6D Global securities not held by Defendants.
- The average approximate recovery, after deduction of attorneys’ fees and interest and expenses approved by the Court, is \$0.019 per outstanding 6D Global securities not held by Defendants. This estimate is based on the assumptions set forth in the preceding paragraphs. This is not an estimate of the actual recovery per share you should expect. Your actual recovery, if any, will depend on the aggregate losses of all Settlement Class Members, the date(s) you purchased and sold 6D Global securities, the purchase and sales prices, and the total number of claims filed.
- The Settlement resolves claims in the Class Action that 6D Global and certain of its officers and directors, Tejune Kang, Mark Szykowski, and Terry McEwen (collectively, “Class Settling Defendants”) violated federal securities laws. Class Settling Defendants have denied and continue to deny each, any and all allegations of wrongdoing, fault, liability or damage whatsoever asserted by Class Action Plaintiffs. Class Settling Defendants have also denied, *inter alia*, the allegations that Class Action Plaintiffs or the Settlement Class have suffered damages or that Class Action Plaintiffs or the Settlement Class were harmed by the conduct alleged in the Class Action. Class Settling Defendants continue to believe the claims asserted against them in the Class Action are without merit. The former directors Adam Hartung, David S. Kaufman and Anubhav Saxena are not defendants in the Class Action.

- The Settlement also resolves claims in the Derivative Actions made derivatively on behalf of 6D Global against certain 6D Global officers and directors, Tejune Kang, Mark Szykowski, Terry McEwen, Piotr A. Chrzaszcz, Michael Bannout, and the former outside directors Adam Hartung, David S. Kaufman and Anubhav Saxena (collectively, the “Derivative Individual Defendants,” and together with 6D Global, “Derivative Settling Defendants”) for breach of fiduciary duty to 6D Global, unjust enrichment, and violations of federal securities laws. Derivative Settling Defendants have denied and continue to deny each, any and all allegations of wrongdoing, fault, liability or damage whatsoever asserted by Derivative Plaintiff. Derivative Settling Defendants have also denied, *inter alia*, the allegations that Derivative Plaintiff or 6D Global has suffered damages or that Derivative Plaintiff or 6D Global was harmed by the conduct alleged in the Derivative Action. Derivative Settling Defendants continue to believe the claims asserted against them in the Derivative Action are without merit.
- The Class Action will continue against all other defendants in the Class Action, including Benjamin Wey a/k/a Benjamin Wei. Claims made in the Derivative Actions made derivatively on behalf of 6D Global will be dismissed without prejudice as to 6D Global and all other defendants in the Derivative Actions who are not Derivative Settling Defendants, including Benjamin Wey a/k/a Benjamin Wei, (the “Non-Settling Defendants”), which means that another derivative action could be filed on behalf of 6D Global against the Non-Settling defendants and that 6D Global may file a direct action against the Non-Settling Defendants.
- 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, you should read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Claim Form if You are a Settlement Class Member	Fill out the attached Proof of Claim and Release Form and submit it no later than _____. This is the only way to get a payment.
Exclude Yourself from the Class if You are a Settlement Class Member	Submit a request for exclusion no later than _____. This is the only way you can ever be part of any other lawsuit against the Class Settling Defendants or the other Released Parties about the legal claims in this case. If you exclude yourself, you will receive no payment and cannot object or speak at the hearing.
Object if You are a Settlement Class	Write to the Court no later than _____ about why you do not like the Settlement. You can still submit a claim form if you are a Settlement Class Member. If the Court approves the Settlement, you

<p>Member or a Current 6D Global Shareholder</p>	<p>will be bound by it.</p>
<p>Go to the Hearing if You are a Settlement Class Member or a Current 6D Global Shareholder</p>	<p>Ask to speak in Court about the fairness of the Settlement at the hearing on _____. You can still submit a claim form if you are a Settlement Class Member. If the Court approves the Settlement, you will be bound by it.</p>
<p>Do Nothing if You are a Settlement Class Member or a Current 6D Global Shareholder</p>	<p>If you are a Settlement Class Member, you will get no payment AND give up your right to bring your own individual action or to object to the Settlement. If you are a Current 6D Global Shareholder, you will give up your right to object to the Settlement.</p>

INQUIRIES

Please do not contact the Court regarding this Notice. All inquiries concerning this Notice, the Proof of Claim and Release Form, or the Settlement should be directed to:

<p>6D Global Technologies, Inc. Securities and Derivative Litigation c/o Strategic Claims Services P.O. Box 230 600 N. Jackson St., Ste. 205 Media, Pennsylvania 19063 Tel.: 866-274-4004 Fax: 610-565-7985 info@strategicclaims.net</p>	<p>or</p>	<p>THE ROSEN LAW FIRM, P.A. Jonathan Horne, Esq. Laurence M. Rosen, Esq. 275 Madison Avenue, 34th Floor New York, New York 10016 Telephone: (212) 686-1060 Fax: (212) 202-3827 info@rosenlegal.com</p> <p style="text-align: center;"><i>Class Counsel</i></p> <p>Timothy Brown THE BROWN LAW FIRM, P.C. 240 Townsend Square Oyster Bay, New York 11771 Tel: (516) 922-5427 Fax: (516) 344-6204 tbrown@thebrownlawfirm.net</p> <p style="text-align: center;"><i>Derivative Counsel</i></p>
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DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Stipulation and Agreement of Settlement, dated October ___, 2019 filed in the Class Action (the “Settlement Stipulation”).

COMMON QUESTIONS AND ANSWERS CONCERNING THE SETTLEMENT

1. Why did I get this Notice?

You or someone in your family may be a Settlement Class Member and may have purchased or acquired 6D Global securities from June 16, 2014 through September 10, 2015, both dates inclusive. You or someone in your family may be a Current 6D Global Shareholder if you currently own 6D Global securities and have owned them as of October 7, 2019.

2. What are these lawsuits about?

The Settlement proposes to resolve the Class Action and the two Derivative Actions.

The Class Action is known as *Castillo Iv v. 6D Global Technologies, Inc., et al.*, No. 15-cv-8061-AJN (S.D.N.Y.). The Court in charge of the case is the United States District Court, Southern District of New York.

The Class Action Plaintiffs allege (and the defendants deny) that the defendants failed to disclose and falsely denied that Benjamin Wey beneficially owned almost half of 6D Global’s shares. The Complaint alleges that the failure was material because Wey was allegedly a notorious stock promoter. The Complaint alleges that Wey was indicted for securities fraud in the summer of 2016. The Complaint alleges that When Wey’s indictment for securities fraud was unsealed, the NASDAQ halted trading in 6D Global’s stock. The defendants flatly deny these allegations and characterizations. The Complaint alleges that after the NASDAQ delisted 6D Global’s stock, its price fell, damaging investors. The defendants deny all of these allegations and maintain that they did not make any false statements and, further, that the federal criminal case and related SEC civil action against Wey were dropped after a federal judge excluded all the evidence due to an improper search. The Settlement resolves all of the claims against the Class Settling Defendants, as well as certain other claims or potential claims, whether known or unknown. The Settlement resolves all of the claims against the Class Settling Defendants, as well as certain other claims or potential claims, whether known or unknown.

The Derivative Actions are *Scott v. Wei, Inc., et al.*, No. 15-cv-9691-AJN (S.D.N.Y.), in which the Court in charge of the case is the United States District Court, Southern District of New York, and *Scott v. Wei, et al.*, C.A. No. 2018-0665-TMR (Del. Ch.) in which the Court in charge of the case is the Delaware Court of Chancery.

The Derivative Plaintiff alleges (and the defendants deny) that the Defendants breached their fiduciary duty to 6D Global by failing to disclose and causing 6D Global to fail to disclose and by falsely denying and causing 6D Global to falsely deny that Benjamin Wey beneficially owned almost half of 6D Global's shares, as alleged in the Class Action. The Derivative Plaintiff also alleges that the Defendants breached their fiduciary duties to 6D Global by failing to implement and execute adequate financial and internal controls to rein in Wey's alleged abuses, including that Wey allegedly created 6D Global through a fraudulent reverse merger scheme through which he would allegedly maintain control and manipulate trading in 6D Global's shares. The Derivative Plaintiff also alleges that Wey secretly controlled 6D. The Defendants deny all the foregoing allegations and characterizations, and maintain that Wey did not manipulate trading in 6D Global's shares, did not exercise control over 6D Global, or do any of the things alleged by the Derivative Plaintiff. The defendants deny that any of their actions were wrongful. The Derivative Plaintiff also made a claim for unjust enrichment and a claim under Section 14(a) of the federal securities laws, although the Derivative Plaintiff did not oppose Defendants' motion to dismiss that claim. Defendants moved to dismiss Derivative Plaintiff's claims on the merits based on various issues under dispute that are discussed elsewhere herein, as well as based on Defendants' assertion that the Derivative Action pending in the United States District Court for the Southern District of New York should be dismissed because the Defendants claimed that the only right forum for the derivative claims to be litigated was the Delaware Court of Chancery. Derivative Plaintiff, without conceding that the only forum for the derivative claims to be litigated is the Delaware Court of Chancery, filed a second derivative action in the Delaware Court of Chancery. Defendants then claimed that proceedings in the derivative action filed in the Delaware Court of Chancery should be stayed, that is, should not move forward, because only proceedings in the derivative action filed in the United States District Court for the Southern District of New York should move forward. In light of the settlement, the United States District Court for the Southern District of New York administratively denied Defendants' motions to dismiss. The Delaware Court of Chancery stayed proceedings to allow the parties to work through the settlement documents. The Settlement resolves all of the claims against the Derivative Individual Defendants, as well as certain other claims or potential claims, whether known or unknown.

3. Why is one of these cases a class action lawsuit?

In a class action lawsuit, one or more persons, called plaintiffs, sue on behalf of all persons who have similar claims. All of these persons are referred to collectively as a class, and these individual persons 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. Only the Class Action is a class action lawsuit.

The Derivative Actions are not class action lawsuit. They are derivative action lawsuits. A derivative action lawsuit is made derivatively by a shareholder on behalf of the company in which the shareholder owns stock. No individual shareholder has the right to be compensated as a result of a settlement of a derivative action lawsuit.

4. Why is there a Settlement?

Plaintiffs and Class Settling Defendants and Derivative Settling Defendants do not agree regarding the merits of Class Action Plaintiffs' and Derivative Plaintiff's allegations and Class Settling Defendants' and Derivative Settling Defendants' defenses with respect to liability or the amount of damages and average amount of damages per share, if any, that would be recoverable if Class Action Plaintiffs and Derivative Plaintiff were to prevail at trial on each claim. Class Action Plaintiffs and Derivative Plaintiff believe that while they are likely to succeed at trial, the Class Settling Defendants and Derivative Individual Defendants do not have enough money to pay a judgment. The Derivative Settling Defendants believe there is no merit to the claims and filed motions to dismiss, which were pending at the time of settlement.

The issues on which Class Action Plaintiffs and Class Settling Defendants disagree include: (1) whether the challenged statements were materially false or misleading or otherwise actionable under federal securities law; (2) whether Class Settling Defendants acted with scienter; (3) whether the alleged disclosures were corrective disclosures; (4) the causes of the loss in the value of the common stock; and (5) the amount of alleged damages, if any, that could be recovered at trial. The issues on which Derivative Plaintiff and Derivative Settling Defendants disagree include whether Derivative Individual Defendants: (1) breached their fiduciary duties owed to 6D Global; (2) were unjustly enriched; (3) violated the federal securities laws; (4) whether Derivative Plaintiff's failure to make a pre-suit demand on 6D Global's board of directors was excused; (4) whether the directors were exculpated for such claims by the operative corporate documents; (5) whether the claims can overcome the business judgment rule; (6) whether the complaint pleads fraud with particularity against all defendants and whether pleading fraud with particularity is required and (7) the amount of alleged damages, if any, that could be recovered at trial.

These matters have not gone to trial, and the Court has not decided in favor of any of the Parties. Instead, the Parties have agreed to settle the cases. Class Action Plaintiffs and Class Counsel believe the Settlement is best for all Settlement Class Members because of the risks associated with continued litigation and the nature of the defenses raised by Class Settling Defendants. Among the reasons that Class Action Plaintiffs and Class Counsel believe the Settlement is fair is the fact that there is uncertainty about whether they will be able to prove that any challenged statement was false or misleading, that the alleged misstatements and omissions actually caused the Settlement Class any damages, and the amount of damages, if any. Similarly, Derivative Plaintiff and Derivative Counsel believe the Settlement is the best for 6D Global and its shareholders because of the risks associated with continued litigation and the nature of the defenses that could be raised by the Derivative Settling Defendants, including the pending motions to dismiss.

Even if Class Action Plaintiffs and Derivative Plaintiff were to win at trial, and also prevail on any on appeal, Class Action Plaintiffs and Derivative Plaintiff might not be able to collect some, or all, of any judgment they are awarded. Moreover, while litigation of this type is usually expensive, it appears that, even if Class Action Plaintiffs' and Derivative Plaintiff's allegations were found to be true, the total amount of damages to which Settlement Class Members would be entitled could be substantially reduced.

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

For the Class Action, the Settlement Class consists of all persons and entities, other than Defendants and their affiliates, who purchased publicly traded 6D Global securities from June 16, 2014 through September 10, 2015, both dates inclusive. Excluded from the Settlement Class are: (i) Defendants; (ii) current and former officers and directors of 6D Global and any other Released Party; (iii) the persons expressly excluded from the definition of Released Parties in paragraph 1.28 of the Settlement Stipulation (a) through (d); (iv) the respective spouses, children, or parents of any person or entity excluded under subparagraphs, (i) through (iii) of this paragraph; (v) any person or entity more than 5% owned or directly or indirectly controlled by any person or entity excluded under subparagraphs (i) through (iv) of this paragraph or any trust of which such a person is a beneficiary or of which any person or entity is related or affiliated to a beneficiary or a trustee; (vi) the respective heirs, successors, trustees and assigns of any person excluded under paragraphs (i) through (v); and (vii) those persons who file valid and timely requests for exclusion in accordance with the Court's Order of Preliminary Approval of Settlement ("Preliminary Approval Order").

For the Derivative Action, you must currently own 6D Global securities and have owned them as of October 7, 2019 to have standing to comment or object to the Settlement.

6. Are there exceptions to being included in the Settlement Class?

Yes. Excluded from the Settlement Class are: (i) Defendants; (ii) current and former officers and directors of 6D Global and any other Released Party; (iii) the persons expressly excluded from the definition of Released Parties in paragraph 1.28 of the Settlement Stipulation (a) through (d); (iv) the respective spouses, children, or parents of any person or entity excluded under subparagraphs, (i) through (iii) of this paragraph; (v) any person or entity more than 5% owned or directly or indirectly controlled by any person or entity excluded under subparagraphs (i) through (iv) of this paragraph or any trust of which such a person is a beneficiary or of which any person or entity is related or affiliated to a beneficiary or a trustee; (vi) the respective heirs, successors, trustees and assigns of any person excluded under paragraphs (i) through (v); and (vii) those persons who file valid and timely requests for exclusion in accordance with the Court's Preliminary Approval Order. You may choose to be excluded from the Settlement Class by filing a valid and timely request for exclusion as described below in the response to question 11.

7. I am still not sure whether I am included in the Settlement Class.

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

8. What does the Settlement provide?

a. What is the Settlement Fund?

The proposed Settlement provides for Defendants' insurers to pay six hundred forty thousand dollars (\$640,000) into a settlement fund (the "Settlement Fund"). \$400,000 of the Settlement Fund is being paid in consideration for the settlement of the Class Action. \$240,000 of the Settlement Fund is being paid in consideration for the settlement of the Derivative Actions. The Settlement is subject to Court approval and settlement of our case is contingent upon approval of settlement of the Derivative Actions. Also, subject to the Court's approval, a portion of the Settlement Fund will be used to pay attorneys' fees with interest and reasonable litigation expenses to Class Counsel and Derivative Counsel. A portion of the Settlement Fund also will be used to pay taxes due on interest earned by the Settlement Fund, if necessary, and the costs of the claims administration, including the costs of printing and mailing and/or emailing notice and the costs of publishing notice. After the foregoing deductions from the Settlement Fund have been made, the amount remaining (the "Net Settlement Fund") will be distributed to Settlement Class Members who submit timely, valid claims, according to the Plan of Allocation to be approved by the Court.

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

If you are a Settlement Class Member, your share of the Net Settlement Fund will or may depend on: (i) the number of claims filed by all Settlement Class Members; (ii) the dates you purchased and sold 6D Global securities; (iii) the prices of your purchases and sales; (iv) the amount of administrative costs, including the costs of notice; and (v) the amount awarded by the Court to Class Counsel and Derivative Counsel for attorneys' fees, costs, and expenses and the amounts awarded to the Class Action Plaintiffs and Derivative Plaintiff.

The Net Settlement Fund will be distributed to Settlement Class Members who submit a Proof of Claim and Release Form and whose claims for recovery are allowed by the Claims Administrator pursuant to the terms of the Settlement Stipulation or by order of the Court under the below Plan of Allocation ("Authorized Claimants"), which reflects Class Action Plaintiffs' contention that because of the alleged misrepresentations made by defendants, the price of 6D Global securities was artificially inflated during the relevant period and that certain subsequent disclosures caused changes in the inflated price of 6D Global securities. Class Settling Defendants have denied and continue to deny these allegations and any and all allegations of wrongdoing, fault, liability or damage whatsoever asserted in the Class Action.

PROPOSED PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

The Plan of Allocation was created with the help of a damages expert, and assumes that the price of 6D securities was artificially inflated throughout the Settlement Class Period. The computation of the estimated alleged artificial inflation in the price of 6D securities during the Settlement Class Period is based on the price change of 6D securities in reaction to the public announcements that allegedly corrected the alleged misrepresentations set out in the complaint. To have been damaged by the alleged violations of the federal securities laws, you must have held 6D securities purchased during the Settlement Class Period during a period of time when its price declined from disclosure of information allegedly correcting a misleading statement. No distribution will be made on a claim where the potential distribution amount is less than ten dollars (\$10.00) in cash.

The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Authorized Claimants based on their respective alleged economic losses as a result of the alleged fraud, as opposed to losses caused by market and industry-wide factors, or Companyspecific factors unrelated to the alleged fraud.

THE BASIS FOR CALCULATING YOUR RECOGNIZED LOSS:

Each Authorized Claimant will be allocated a *pro rata* share of the Net Settlement Fund based on his, her or its Recognized Loss as compared to the total Recognized Losses of all Authorized Claimants.

For shares of common stock purchased between June 16, 2014 and September 10, 2015, inclusive¹:

- A. For shares retained at the end of trading on September 10, 2015, the Recognized Loss shall be the lesser of:
 - (1) \$2.70 per share; or
 - (2) the difference between the purchase price per share and \$.20 per share.
- B. For shares sold between June 16, 2014 and September 10, 2015, inclusive, the Recognized Loss shall be zero.

If you had a trading gain or “broke even” from your overall transactions in the Company’s shares during the Class Period, your Recognized Loss will be zero and you

¹ This includes shares purchased in the private placement offerings on September 29, 2014 and November 21, 2014.

will not be entitled to a share of the Net Settlement Fund. If you suffered a trading loss on your overall transactions in the Company's shares during the Class Period, but that trading loss was less than your Recognized Loss calculated above, then your Recognized Loss shall be limited to the amount of your actual trading loss.

To calculate your Recognized Loss, the date of your purchase, acquisition or sale is the "contract" or "trade" date and not the "settlement" or "payment" date. Your receipt or grant by gift, inheritance or operation of law of 6D shares shall not be deemed a purchase, acquisition or sale of shares for the calculation of an Authorized Claimant's Recognized Loss. The covering purchase of a short sale is not an eligible purchase.

9. How can I get a payment?

To qualify for a payment, you must send in a form titled "Proof of Claim and Release Form." This Proof of Claim and Release Form is attached to this Notice. You may also obtain a Proof of Claim and Release Form at www.strategicclaims.net. Read the instructions carefully, fill out the form, sign it in the location indicated. The Proof of Claim and Release Form may be completed in two ways: (1) by completing and submitting it electronically at www.strategicclaim.net by **11:59 p.m. EST on _____, 2020**; or (2) by mailing the claim form together with all documentation requested in the form, **postmarked no later than _____, 2020**, to:

6D Global Technologies, Inc. Securities and Derivative Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 205
Media, PA 19063
Fax: (610) 565-7985
info@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 Settlement Class?

Unless you exclude yourself from the Settlement Class by the _____, 2020 deadline, you will remain a member of the Settlement Class and will be bound by the release of claims against Class Settling Defendants and other Released Parties if the Settlement is approved. That means you and all other Settlement Class Members and each of their respective parent entities, associates, affiliates, subsidiaries, predecessors, successors, assigns, attorneys, immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates will release (agreeing never to sue, continue to sue, or be part of any other lawsuit) as against Class Settling Defendants and other Released Parties any and all claims which arise out of, are based upon or relate in any way to the purchase or acquisition of 6D Global securities during the Settlement Class Period. It means that all of the Court's orders will apply to you and legally bind

you. That means you will accept a share of the Net Settlement Fund as sole compensation for any losses you suffered in the purchase, acquisitions, sale or ownership of 6D Global securities during the Settlement Class Period. The specific terms of the release are included in the Settlement Stipulation.

11. How do I get out of the Class Action Settlement?

If you do not want to receive a payment from this Settlement, and you want to keep any right you may have to sue or continue to sue Class Settling Defendants or other Released Parties on your own about the claims being released in this Settlement, then you must take steps to exclude yourself from the Settlement. To exclude yourself from the Settlement, you must mail a letter that (A) clearly indicates your name, address, phone number and e-mail contact information (if any) and states that you “request to be excluded from the Settlement Class in *Castillo IV v. 6D Global Technologies, Inc., et al.*, No. 15-cv-8061-AJN (S.D.N.Y.)” and (B) states the date, number of shares and dollar amount of each 6D Global securities purchase or acquisition during the Settlement Class Period, any sale transactions, and the number of shares of 6D Global securities held by you as of June 16, 2014 and September 10, 2015. In order to be valid, such request for exclusion must be submitted with documentary proof: (i) of each purchase and, if applicable, sale transaction of 6D Global securities during the Settlement Class Period; and (ii) demonstrating your status as a beneficial owner of the 6D Global securities. Any such request for exclusion must be signed and submitted by you, as the beneficial owner, under penalty of perjury. You must mail your exclusion request, to be **received no later than _____, 2020**, to the Claims Administrator at the following address:

6D Global Technologies, Inc. Securities and Derivative Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 205
Media, PA 19063

You cannot exclude yourself by telephone or by e-mail.

If you properly exclude yourself, you will not receive a payment from the Net Settlement Fund, you cannot object to the Settlement of the Class Action, and you will not be legally bound by the judgment in this case.

12. If I do not exclude myself, can I sue Class Settling Defendants or the other Released Parties for the same thing later?

No. Unless you followed the procedure outlined in the Notice to exclude yourself, you give up any right to sue Class Settling Defendants or other Released Parties for the claims being released in this Settlement. If you have a pending lawsuit related to any Released Claims, speak to your lawyer in that case immediately, since you must exclude yourself from this Settlement Class to continue your own lawsuit.

13. If I am a Settlement Class Member, do I have a lawyer in this case?

The Court appointed The Rosen Law Firm, P.A. as Lead Counsel (“Class Counsel”) to represent you and the other Settlement Class Members. 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, P.A. is provided below.

14. How will the lawyers be paid?

Class Counsel and Derivative Counsel have expended considerable time litigating the Class Action and the Derivative Actions on a contingent fee basis and have paid for the expenses of the cases themselves. They have not been paid attorneys’ fees or reimbursed for their expenses in advance of this Settlement. Class Counsel have done so with the expectation that, if they are successful in recovering money for the Settlement Class, they will receive attorneys’ fees and be reimbursed for their litigation expenses from the Settlement Fund, as is customary in this type of litigation. Class Counsel and Derivative Counsel will not receive attorneys’ fees or be reimbursed for their litigation expenses except from the Settlement Fund. Therefore, Class Counsel will file a motion asking the Court at the Settlement Hearing to make an award of attorneys’ fees in an amount not to exceed one-third of the Settlement Fund allocated to the Class Action (\$133,333.33) plus interest, reimbursement of litigation expenses of no more than \$65,000, an Award to Class Action Plaintiffs not to exceed \$6,000.00 in total. The Court may award less than these amounts. Any amounts awarded by the Court will come out of the Settlement Fund. Derivative Counsel will file a motion asking the Court at the Settlement Hearing to make an award of attorneys’ fees and expenses in an amount equal to one-third of the Settlement Fund allocated to the Derivative Actions (\$80,000.00), which amount the Settling Defendants agreed Derivative Counsel is entitled, and out of which amount Derivative Counsel will ask the Court for an Award to Derivative Plaintiff not to exceed \$1,500.00.

15. How do I tell the Court that I do not like the Settlement if I am a Settlement Class Member or a Current 6D Global Shareholder?

You can tell the Court you do not agree with the Settlement, any part of the Settlement, and/or to the motions for Class Counsel’s and Derivative Counsel’s attorneys’ fees and expenses and application for Awards to Class Action Plaintiffs and Derivative Plaintiff, and that you think the Court should not approve the Settlement.

To object to any aspect of the settlement of the Securities Class Action, if you are a Settlement Class Member, you may do so by mailing a letter to the addresses below stating that you object to the Settlement in the matter of *Castillo IV v. 6D Global Technologies, Inc., et al.*, No. 15-cv-8061-AJN (S.D.N.Y.). Be sure to include: (1) your name, address, and telephone number; (2) a list of all purchases and sales of 6D Global securities during the Settlement Class Period in order to show membership in the Settlement Class; (3) all grounds for the objection, including any legal support known to you or your counsel; (4) the name, address and telephone number of all counsel, if any,

who represent you, including your former or current counsel who may be entitled to compensation in connection with the objection; and (5) the number of times you and/or your counsel has filed an objection to a class action settlement in the last five years, the nature of each such objection in each case, the jurisdiction in each case, and the name of the issuer of the security or seller of the product or service at issue in each case.

To object to any aspect of the settlement of the Derivative Actions, if you are a Current 6D Global Shareholder, you may do so by mailing a letter to the addresses below stating that you object to the Settlement in the matter of *Scott v. Wei, Inc., et al.*, No. 15-cv-9691-AJN (S.D.N.Y.). Be sure to include: (1) name, address, and telephone number, along with a representation as to whether you intend to appear to be heard at the Settlement Hearing; (2) proof of ownership of 6D Global common stock as of October 7, 2019 as well as through the date of the Settlement Hearing, including the number of shares of 6D Global common stock owned and the date of purchase; (3) all grounds for the objection, including any legal support known to you and/or your counsel; (4) any documentation or evidence in support of such objection; (5) the name, address and telephone number of all counsel who represent you, including former or current counsel who may be entitled to compensation in connection with the objection; (6) the identities of any witnesses you intend to call at the Settlement Hearing and a statement as to the subjects of their testimony; and (7) the number of times you and/or your counsel has filed an objection to a class action or derivative settlement in the last three years, the nature of each such objection in each case, the jurisdiction in each case, and the name of the issuer of the security or seller of the product or service at issue in each case.

Attendance at the Settlement Hearing is not necessary. Objectors wishing to be heard orally at the Settlement Hearing are required to indicate in their written objection (or in a separate writing that is submitted in accordance with the deadline and after instruction pertinent to the submission of a written objection) that they intend to appear at the Settlement Hearing and identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at the Settlement Hearing. Be sure to serve copies of any objections, papers and briefs to **each** of the addresses listed below, to be **received no later than** _____, 2020:

<p>Clerk of the Court United States District Court Southern District of New York 40 Foley Square New York, NY 10007</p>	<p><u>CLASS COUNSEL</u> THE ROSEN LAW FIRM, P.A. Jonathan Horne Laurence M. Rosen 275 Madison Avenue, 34th Floor New York, New York 10016 Telephone: (212) 686-1060 Fax: (212) 202-3827</p> <p><u>DERIVATIVE COUNSEL</u> THE BROWN LAW FIRM, P.C. Timothy Brown</p>	<p><u>COUNSEL FOR SETTLING DEFENDANTS</u> CATAFAGO FINI LLP Tom M. Fini The Empire State Building 350 Fifth Ave., Suite 7710 New York, NY 10118 Phone: (212) 239-9669 Fax: (212) 239-9688</p> <p>MANATT, PHELPS & PHILLIPS LLP (Counsel for</p>
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	240 Townsend Square Oyster Bay, NY 11171 Telephone: (516) 922-5427 Fax: (516) 344-6204	Derivative Settling Defendants Hartung, Kaufman and Saxena) Andrew L. Morrison 7 Times Square New York, NY 10036 Telephone: (212) 790-4581 Fax: (212) 536-1856
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16. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court you do not like something about the Settlement or some portion thereof. You can object to the settlement of the Class Action only if you stay in the Settlement Class. Requesting exclusion from the Settlement Class is telling the Court you do not want to be part of the Settlement Class and Settlement. If you exclude yourself, you cannot object to the settlement of the Class Action because it no longer concerns you. If you stay in the Settlement Class and object, but your objection is overruled, you will not be allowed a second opportunity to exclude yourself.

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

The Court will hold a Settlement Hearing on _____, 2020, at __:__ a.m., at the United States District Court, Southern District of New York, 40 Foley Square, Courtroom 906, 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 and Derivative Counsel for attorneys' fees and expenses and how much to award Class Action Plaintiffs and Derivative Plaintiff.

18. Do I have to come to the hearing?

No. Class Counsel and Derivative Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

19. What happens if I do nothing at all?

If you are a Settlement Class Member, but you do nothing, you will not receive a payment from the Settlement. However, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Class Settling Defendants or the Released Parties about the claims made in the Class Action ever again.

SPECIAL NOTICE TO BROKERS AND OTHER NOMINEES

If, between June 16, 2014 through September 10, 2015 inclusive, you purchased, otherwise acquired, or sold 6D Global securities for the beneficial interest of a person or organization other than yourself, the Court has directed that, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF NOTICE, you either (a) provide to the Claims Administrator the name, email address, and last known address of each person or organization for whom or which you purchased such 6D Global securities during such time period or (b) request additional copies of the Postcard Notice, which will be provided to you free of charge, and within ten (10) days mail the Postcard Notice directly to the beneficial owners of the 6D Global securities. If you choose to follow alternative procedure (b), the Court has directed that, upon such mailing, you send a statement to the Claims Administrator confirming that the mailing was made as directed. You are entitled to reimbursement from the Settlement Fund of your reasonable out-of-pocket expenses actually incurred in connection with the foregoing up to \$0.05 for providing names, addresses and email addresses to the Claims Administrator; up to a maximum of \$0.05 per Postcard Notice mailed by you, plus postage at the rate used by the Claims Administrator; or \$0.05 per notice sent by email. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications regarding the foregoing should be addressed to the Claims Administrator at the address listed on page _ above.

DATED:

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

PROOF OF CLAIM AND RELEASE FORM

Deadline for Submission: _____

IF YOU PURCHASED PUBLICLY TRADED 6D GLOBAL TECHNOLOGIES, INC. F/K/A CLEANTECH INNOVATIONS, INC. (“6D GLOBAL” OR THE “COMPANY”) SECURITIES FROM JUNE 16, 2014 THROUGH SEPTEMBER 10, 2015, BOTH DATES INCLUSIVE (THE “SETTLEMENT CLASS PERIOD”) AND WERE ALLEGEDLY DAMAGED THEREBY, YOU ARE A “SETTLEMENT CLASS MEMBER” AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT PROCEEDS.

THE FOLLOWING PERSONS ARE EXCLUDED FROM THE CLASS AND ARE NOT CLASS MEMBERS: (I) DEFENDANTS; (II) CURRENT AND FORMER OFFICERS AND DIRECTORS OF 6D GLOBAL AND ANY OTHER RELEASED PARTY; (III) THE PERSONS EXPRESSLY EXCLUDED FROM THE DEFINITION OF RELEASED PARTIES IN PARAGRAPH 1.28 (A) THROUGH (D) OF THE STIPULATION OF SETTLEMENT AVAILABLE ON THIS WEBSITE; (IV) THE RESPECTIVE SPOUSES, CHILDREN, OR PARENTS OF ANY PERSON OR ENTITY EXCLUDED UNDER SUBPARAGRAPHS, (I) THROUGH (III) OF THIS PARAGRAPH; (V) ANY PERSON OR ENTITY MORE THAN 5% OWNED OR DIRECTLY OR INDIRECTLY CONTROLLED BY ANY PERSON OR ENTITY EXCLUDED UNDER SUBPARAGRAPHS (I) THROUGH (IV) OF THIS PARAGRAPH OR ANY TRUST OF WHICH SUCH A PERSON IS A BENEFICIARY OR OF WHICH ANY PERSON OR ENTITY IS RELATED OR AFFILIATED TO A BENEFICIARY OR A TRUSTEE; (VI) THE RESPECTIVE HEIRS, SUCCESSORS, TRUSTEES AND ASSIGNS OF ANY PERSON EXCLUDED UNDER PARAGRAPHS (I) THROUGH (V); AND (VII) THOSE PERSONS WHO FILE VALID AND TIMELY REQUESTS FOR EXCLUSION IN ACCORDANCE WITH THE COURT’S ORDER OF PRELIMINARY APPROVAL OF SETTLEMENT.

IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU MUST COMPLETE AND SUBMIT THIS PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM AND RELEASE FORM”) IN ORDER TO BE ELIGIBLE FOR ANY SETTLEMENT BENEFITS. ***IF AT ALL POSSIBLE, YOU SHOULD COMPLETE AND SUBMIT THE ELECTRONIC VERSION OF THIS PROOF OF CLAIM AND RELEASE FORM. ELECTRONIC FORMS MAY BE SUBMITTED AT NO COST TO YOU. ELECTRONIC FORMS ARE DUE BY 11:59 P.M. EST ON _____, 2020 AT WWW.STRATEGICCLAIMS.NET.***

IF YOU DO NOT COMPLETE AND SUBMIT AN ELECTRONIC VERSION OF THIS PROOF OF CLAIM AND RELEASE FORM, YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM AND RELEASE FORM AND MAIL IT BY FIRST CLASS MAIL, POSTMARKED NO LATER THAN _____, 2020 TO STRATEGIC CLAIMS SERVICES, THE CLAIMS ADMINISTRATOR, AT THE FOLLOWING ADDRESS:

6D Global Technologies, Inc. Securities and Derivative Litigation
c/o Strategic Claims Services
600 N. Jackson St., Ste. 205

P.O. Box 230
Media, PA 19063
Fax: (610) 565-7985
info@strategicclaims.net

YOUR FAILURE TO SUBMIT YOUR CLAIM BY _____, 2019 WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOU FROM RECEIVING ANY MONEY IN CONNECTION WITH THE SETTLEMENT OF THIS ACTION. DO NOT MAIL OR DELIVER YOUR CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL, AS ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM ONLY TO THE CLAIMS ADMINISTRATOR. IF YOU ARE A SETTLEMENT CLASS MEMBER AND DO NOT SUBMIT A PROPER PROOF OF CLAIM AND RELEASE FORM, YOU WILL NOT SHARE IN THE SETTLEMENT, BUT YOU NEVERTHELESS WILL BE BOUND BY THE ORDER AND FINAL JUDGMENT OF THE COURT UNLESS YOU EXCLUDE YOURSELF.

SUBMISSION OF A PROOF OF CLAIM AND RELEASE FORM DOES NOT ASSURE THAT YOU WILL SHARE IN THE PROCEEDS OF THE SETTLEMENT.

CLAIMANT'S STATEMENT

1. I (we) purchased publicly traded 6D Global Technologies, Inc. f/k/a CleanTech Innovations, Inc. ("6D Global") securities during the Settlement Class Period. (Do not submit this Proof of Claim and Release Form if you did not purchase 6D Global securities during the Settlement Class Period.)
2. By submitting this Proof of Claim and Release Form, I (we) state that I (we) believe in good faith that I am (we are) a Settlement Class Member(s) as defined above and in the Notice of Pendency and Proposed Partial Settlement of Class Action and Derivative Actions (the "Notice"), or am (are) acting for such person(s); that I am (we are) not a Defendant in the Class Action or anyone excluded from the Settlement Class; that I (we) have read and understand the Notice; that I (we) believe that I am (we are) entitled to receive a share of the Net Settlement Fund, as defined in the Notice; that I (we) elect to participate in the proposed Settlement described in the Notice; and that I (we) have not filed a request for exclusion. (If you are acting in a representative capacity on behalf of a Settlement Class Member [e.g., as an executor, administrator, trustee, or other representative], you must submit evidence of your current authority to act on behalf of that Settlement Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.)
3. I (we) consent to the jurisdiction of the Court with respect to all questions concerning the validity of this Proof of Claim and Release Form. I (we) understand and agree that my (our) claim may be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to my (our) status as a Settlement Class Member(s) and the validity and amount of my (our) claim. No discovery shall be allowed on the merits of the Action or Settlement in connection with processing of the Proof of Claim and Release Form.
4. I (we) have set forth where requested below all relevant information with respect to each purchase of 6D Global securities, and each sale, if any, of such securities. I (we) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so.
5. I (we) have enclosed photocopies of the stockbroker's confirmation slips, stockbroker's statements, or other documents evidencing each purchase and sale of 6D Global securities listed below in support of my (our) claim. (IF ANY SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN A COPY OR EQUIVALENT DOCUMENTS FROM YOUR BROKER OR TAX ADVISOR BECAUSE THESE DOCUMENTS ARE NECESSARY TO PROVE AND PROCESS YOUR CLAIM.)
6. I (we) understand that the information contained in this Proof of Claim and Release Form is subject to such verification as the Claims Administrator may request or as the Court may direct, and I (we) agree to cooperate in any such verification. (The information requested herein is designed to provide the minimum amount of information necessary to process most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your Recognized Loss. In some cases, the Claims Administrator may condition acceptance of the claim based upon the production of additional information, including, where applicable, information concerning transactions in any derivatives securities such as options.)
7. Upon the occurrence of the Court's approval of the Settlement, as detailed in the Notice, I (we) agree and acknowledge that my (our) signature(s) hereto shall effect and constitute a full and complete release, remise and discharge by me (us) and my (our) heirs, joint tenants, tenants in common, beneficiaries, executors, administrators, predecessors, successors, attorneys, insurers and assigns (or, if I am (we are) submitting this Proof of Claim and Release Form on behalf of a corporation, a partnership, estate or one or more other persons, by it, him, her or them, and by its, his, her or their heirs, executors, administrators, predecessors, successors, and assigns) of each of the "Released Parties" of all "Released Claims," as those terms are defined in the Stipulation and Agreement of Settlement (the "Settlement Stipulation").

8. Upon the occurrence of the Court's approval of the Settlement, as detailed in the Notice, I (we) agree and acknowledge that my (our) signature(s) hereto shall effect and constitute a covenant by me (us) and my (our) heirs, joint tenants, tenants in common, beneficiaries, executors, administrators, predecessors, successors, attorneys, insurers and assigns (or, if I am (we are) submitting this Proof of Claim and Release Form on behalf of a corporation, a partnership, estate or one or more other persons, by it, him, her or them, and by its, his, her or their heirs, executors, administrators, predecessors, successors, and assigns) to permanently refrain from prosecuting or attempting to prosecute any Released Claims against any of the Released Parties.
9. "Released Parties" has the meaning laid out in the Settlement Stipulation.
10. "Released Claims" has the meaning laid out in the Settlement Stipulation.
11. "Unknown Claims" has the meaning laid out in the Settlement Stipulation.
12. I (We) acknowledge that the inclusion of "Unknown Claims" in the definition of claims released pursuant to the Settlement Stipulation was separately bargained for and is a material element of the Settlement of which this release is a part.
13. NOTICE REGARDING INSTITUTIONAL FILERS: Representatives with authority to file on behalf of (a) accounts of multiple Settlement Class Members or (b) institutional accounts with large numbers of transactions ("Representative Filers") may request, or be requested, to submit information regarding their transactions in an electronic spreadsheet format. All Representative Filers MUST also submit a manually signed Proof of Claim and Release Form, as well as proof of authority to file (see Item 2 of the Claimant's Statement), along with the electronic spreadsheet format. If you are a Representative Filer who wishes to file using the electronic spreadsheet format, you must contact the Claims Administrator at info@strategicclaims.net or visit their website at www.strategicclaims.net to obtain the required file layout. No claims submitted in electronic spreadsheet format will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.
14. NOTICE REGARDING ONLINE FILING: Claimants who are *not* Representative Filers may submit their claims online using the electronic version of the Proof of Claim and Release Form hosted at www.strategicclaims.net. If you are not acting as a Representative Filer, you do not need to contact the Claims Administrator prior to filing; you will receive an automated e-mail confirming receipt once your Proof of Claim and Release Form has been submitted. If you are unsure if you should submit your claim as a Representative Filer, please contact the Claims Administrator at info@strategicclaims.net or (866) 274-4004.

I. CLAIMANT INFORMATION

Name		
Address		
City	State	ZIP
Foreign Province	Foreign Country	
Day Phone	Evening Phone	
Email		
Social Security Number (for individuals):	OR	Taxpayer Identification Number (for estates, trusts, corporations, etc.):

II. SCHEDULE OF TRANSACTIONS IN 6D GLOBAL TECHNOLOGIES, INC. F/K/A CLEANTECH INNOVATIONS, INC. SECURITIES

Beginning Holdings:

A. State the total number of shares of 6D Global Technologies, Inc. f/k/a CleanTech Innovations, Inc. (“6D Global”) securities held at the close of trading on June 15, 2014 (*must be documented*). If none, write “zero” or “0.”

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Purchases/Acquisitions:

B. Separately list each and every purchase or acquisition of 6D Global securities between June 16, 2014 and September 10, 2015, both dates inclusive, and provide the following information (*must be documented*):

Trade Date (List Chronologically) (Month/Day/Year)	Number of Shares Purchased	Price per Share	Total Cost (Excluding Commissions, Taxes, and Fees)

Sales:

C. Separately list each and every sale of 6D Global securities between June 16, 2014 and June 27, 2016, both dates inclusive, and provide the following information (*must be documented*):

Trade Date (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Price per Share	Amount Received (Excluding Commissions, Taxes, and Fees)

Ending Holdings:

D. State the total number of shares of 6D Global securities held at the close of trading on September 10, 2015 (*must be documented*).

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If additional space is needed, attach separate, numbered sheets, giving all required information, substantially in the same format, and print your name and Social Security or Taxpayer Identification number at the top of each sheet.

III. SUBSTITUTE FORM W-9

Request for Taxpayer Identification Number:

Enter taxpayer identification number below for the Beneficial Owner(s). For most individuals, this is your Social Security Number. The Internal Revenue Service ("I.R.S.") requires such taxpayer identification number. If you fail to provide this information, your claim may be rejected.

Social Security Number (for individuals)	or	Taxpayer Identification Number (for estates, trusts, corporations, etc.)

IV. CERTIFICATION

I (We) submit this Proof of Claim and Release Form under the terms of the Settlement Stipulation described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York with respect to my (our) claim as a Settlement Class Member(s) and for purposes of enforcing the release and covenant not to sue set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in this Action. I (We) have not submitted any other claim covering the same purchases or sales of 6D Global securities during the Settlement Class Period and know of no other Person having done so on my (our) behalf.

I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(c) of the Internal Revenue Code because: (a) I am (We are) exempt from backup withholding; or

(b) I (We) have not been notified by the I.R.S. that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the I.R.S. has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the I.R.S. that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

UNDER THE PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES, I (WE) CERTIFY THAT ALL OF THE INFORMATION I (WE) PROVIDED ON THIS PROOF OF CLAIM AND RELEASE FORM IS TRUE, CORRECT AND COMPLETE.

Signature of Claimant (If this claim is being made on behalf of Joint Claimants, then each must sign):

(Signature)

(Signature)

(Capacity of person(s) signing, e.g. beneficial purchaser(s), executor, administrator, trustee, etc.)

Check here if proof of authority to file is enclosed.
(See Item 2 under Claimant's Statement)

Date: _____

IF AT ALL POSSIBLE, YOU SHOULD COMPLETE AND SUBMIT THE ELECTRONIC VERSION OF THIS PROOF OF CLAIM AND RELEASE FORM. ELECTRONIC FORMS MAY BE SUBMITTED AT NO COST TO YOU. ELECTRONIC FORMS ARE DUE BY 11:59 P.M. EST ON _____, 2019 AT WWW.STRATEGICCLAIMS.NET. IF YOU PREFER, YOU MAY ALSO SUBMIT THIS PROOF OF CLAIM AND RELEASE FORM BY MAIL NO LATER THAN _____, 2019 AND MAIL IT TO:

6D Global Technologies, Inc. Securities and Derivative Litigation
c/o Strategic Claims Services
600 N. Jackson St., Ste. 205
P.O. Box 230
Media, PA 19063
Fax: (610) 565-7985
info@strategicclaims.net

A Proof of Claim and Release Form received by the Claims Administrator shall be deemed to have been submitted when posted, if mailed by _____, 2019 and if a postmark is indicated on the envelope and it is mailed first class and addressed in accordance with the above instructions. In all other cases, a Proof of Claim and Release Form shall be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to process fully all of the Proof of Claim and Release Forms and to administer the Settlement. This work will be completed as promptly as time permits, given the need to investigate and tabulate each Proof of Claim and Release Form. Please notify the Claims Administrator of any change of address.

REMINDER CHECKLIST

- Please be sure to sign this Proof of Claim and Release Form on page _____. If this Proof of Claim and Release Form is submitted on behalf of joint claimants, then each claimant must sign.
- Please remember to attach supporting documents. Do NOT send any stock certificates. Keep copies of everything you submit.
- Do NOT use highlighter on the Proof of Claim and Release Form or any supporting documents.
- If you submit your Proof of Claim and Release Form online through the electronic version hosted at www.strategicclaims.net, you will be sent an automatic e-mail confirmation when your claim has been received. If you mail your Proof of Claim and Release Form and desire an acknowledgment of receipt, please send it Certified Mail, Return Receipt Requested, or its equivalent.
- If you move or change your address, telephone number or email address, please submit the new information to the Claims Administrator, as well as any other information that will assist us in contacting you. NOTE: Failure to submit updated information to the Claims Administrator may result in the Claims Administrator's inability to contact you regarding issues with your claim or deliver payment to you.

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

JOSEPH PUDDU, MARK GHITIS,
VALERY BURLAK, and ADAM BUTTER,

Plaintiffs,

v.

6D GLOBAL TECHNOLOGIES, INC.,
NYGG (ASIA), LTD., BENJAMIN
TIANBING WEI A/K/A BENJAMIN WEY,
TEJUNE KANG, MARK SZYNKOWSKI,
TERRY MCEWEN, AND NYG CAPITAL
LLC D/B/A NEW YORK GLOBAL
GROUP,

Defendants.

Case No: 15-cv-8061-AJN

CLASS ACTION

**SUMMARY NOTICE OF PENDENCY AND PROPOSED
PARTIAL SETTLEMENT OF CLASS ACTION AND DERIVATIVE ACTIONS**

TO: ALL PERSONS WHO PURCHASED PUBLICLY TRADED 6D GLOBAL TECHNOLOGIES, INC. SECURITIES FROM JUNE 16, 2014 THROUGH SEPTEMBER 10, 2015, BOTH DATES INCLUSIVE; AND TO ALL PERSONS WHO CURRENTLY OWN 6D GLOBAL TECHNOLOGIES, INC. SECURITIES AND OWNED THEM AS OF OCTOBER 7, 2019.

YOU ARE HEREBY NOTIFIED, pursuant to Orders of the United States District Court for the Southern District of New York, that a hearing will be held on _____, 2020, at __: __ .m. before the Honorable Alison J. Nathan, United States District Judge of the Southern District of New York, 40 Foley Square, Courtroom 906, New York, New York 10007 for the purpose of determining: (1) whether the proposed Settlement of the claims in the above-captioned Class Action and Derivative Actions captioned *Scott v. Wei, Inc., et al.*, No. 15-cv-9691-AJN (S.D.N.Y.) and *Scott v. Wei, et al.*, C.A. No. 2018-0665-TMR (Del. Ch.) for consideration

including the sum of \$640,000 should be approved by the Court as fair, reasonable, and adequate; (2) whether the proposed plan to distribute the Settlement proceeds is fair, reasonable, and adequate; (3) whether the application of Class Counsel of up to \$133,333.00, one-third of the portion of the Settlement Fund attributable to the efforts of Class Counsel in the Class Action plus interest for an award of Class Counsel's attorneys' fees, and reimbursement of their expenses of not more than \$65,000 and incentive payments of no more than \$6,000 to Class Action Plaintiffs, should be approved; (4) whether the application of Derivative Counsel of \$80,000.00 for an award of Derivative Counsel's attorneys' fees that covers reimbursement of expenses, one-third of the portion of the Settlement Fund attributable to the efforts of Derivative Counsel in the Derivative Actions, which sum Settling Derivative Plaintiffs agreed Derivative Counsel is entitled, out of which an Award to Derivative Plaintiff of up to \$1,500.00 may be provided; and (5) whether claims in the Class Action against the Class Settling Defendants should be dismissed with prejudice; and (6) whether claims in the Derivative Actions against the Settling Derivative Individual Defendants should be dismissed with prejudice and the claims in the Derivative Actions against 6D Global Technologies, Inc. f/k/a CleanTech Innovations, Inc. ("6D Global") and those defendants who are not Settling Derivative Individual Defendants should be dismissed without prejudice.

If you purchased publicly traded 6D Global securities during the period from June 16, 2014 through September 10, 2015, both dates inclusive (the "Settlement Class Member"), and if you currently own 6D Global securities and owned them as of October 7, 2019 ("Current 6D Global Shareholder"), your rights may be affected by this Settlement, including the release and extinguishment of claims you may possess relating to your ownership interest in 6D Global securities. You may obtain copies of the detailed Notice of Pendency and Proposed Settlement of

Class Action (“Notice”) and the Proof of Claim and Release Form by writing to or calling the Claims Administrator: 6D Global Technologies, Inc. Securities and Derivative Litigation, c/o Strategic Claims Services, 600 N. Jackson St., Ste. 205, P.O. Box 230, Media, PA 19063; (Tel) (866) 274-4004; (Fax) (610) 565-7985; info@strategicclaims.net. You can also download copies of the Notice and submit your Proof of Claim and Release Form online at www.strategicclaims.net. If you are a Settlement Class Member, in order to share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim and Release Form electronically or postmarked no later than _____, 2020 to the Claims Administrator, establishing that you are entitled to recovery. Unless you submit a written exclusion request, you will be bound by any judgment rendered in the Action whether or not you make a claim.

If you are a Settlement Class Member and desire to be excluded from the Settlement Class, you must submit to the Claims Administrator a request for exclusion so that it is received no later than _____, 2020, in the manner and form explained in the detailed Notice. All members of the Settlement Class who have not requested exclusion from the Settlement Class will be bound by any judgment entered in the Class Action.

Any objection by a Settlement Class Member and/or Current 6D Global Shareholder to the Settlement, Plan of Allocation, or Class Counsel’s and Derivative Counsel’s request for an award to Class Counsel and Derivative Counsel of attorneys’ fees and reimbursement of expenses and Awards to Class Action Plaintiffs and Derivative Plaintiff must be in the manner and form explained in the detailed Notice and received no later than _____, 2020, by each of the following:

Clerk of the Court United States District Court Southern District of	<u>CLASS COUNSEL</u> THE ROSEN LAW FIRM, P.A. Jonathan Horne Laurence M. Rosen	<u>COUNSEL FOR SETTLING DEFENDANTS</u> CATAFAGO FINI LLP Tom M. Fini
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<p>New York 40 Foley Square New York, NY 10007</p>	<p>275 Madison Avenue, 34th Floor New York, New York 10016 Telephone: (212) 686-1060 Fax: (212) 202-3827</p> <p><u>DERIVATIVE COUNSEL</u> THE BROWN LAW FIRM, P.C. Timothy Brown 240 Townsend Square Oyster Bay, NY 11171 Telephone: (516) 922-5427 Fax: (516) 344-6204</p>	<p>The Empire State Building 350 Fifth Ave., Suite 7710 New York, NY 10118 Phone: (212) 239-9669 Fax: (212) 239-9688</p> <p>MANATT, PHELPS & PHILLIPS LLP Andrew L. Morrison 7 Times Square New York, NY 10036 Telephone: (212) 790-4581 Fax: (212) 536-1856</p>
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If you have any questions about the Settlement, you may call or write to Class Counsel, The Rosen Law Firm, P.A., c/o Jonathan Horne, 275 Madison Avenue, 34th Fl, New York, NY 10016, Tel: (212) 686-1060, Fax: (212) 202-3827, and you may call or write to Derivative Counsel, the Brown Law Firm, P.C., c/o Timothy Brown, 240 Townsend Square, Oyster Bay, NY 11771, Tel: (516) 922-5427, Fax: (516) 344-6204.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.

Dated: _____, 2019

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

**Court-Ordered Legal Notice
Forwarding Service Requested**

*Important Notice about a Securities
Class Action Settlement*

*You may be entitled to a payment.
This Notice may affect your legal
rights.*

Please read it carefully.

6D Global Technologies, Inc. Securities
Litigation
c/o Strategic Claims Services
P.O. Box 230
Media, PA 19063

Case No. 15-cv-8061-AJN (S.D.N.Y.)

Case Pending in the United States District Court for the
Southern District of New York

[NAME 1]
[NAME 2]
[NAME 3]
[ADDRESS 1]
[ADDRESS 2]

PRESORTED
FIRST-CLASS
MAIL U.S.
POSTAGE PAID

Castillo IV v. 6D Global Technologies, Inc., et al., No. 15-cv-8061 (S.D.N.Y.)
THIS CARD PROVIDES ONLY LIMITED INFORMATION ABOUT THE SETTLEMENT.
PLEASE VISIT WWW.STRATEGICCLAIMS.NET OR CALL 1-866-274-4004 FOR MORE INFORMATION.

The United States District Court for the Southern District of New York (the "Court") has preliminarily approved a proposed Settlement of claims in the above-referenced Class Action against 6D Global Technologies, Inc. f/k/a CleanTech Innovations, Inc. ("6D Global" or the "Company") and certain of its officers, ~~Tejune Kang, Mark Szykowski, and Terry McEwen (collectively, the "Class Settling Defendants")~~ and in two Derivative Actions captioned *Scott v. Wei, Inc., et al.*, No. 15-cv-9691-AJN (S.D.N.Y.) and *Scott v. Wei, et al.*, C.A. No. 2018-0665-TMR (Del. Ch.) derivatively on behalf of 6D Global against ~~certain of 6D Global's officers and directors Tejune Kang, Mark Szykowski, Terry McEwen, Piotr A. Chrzaszcz, Michael Bannout, Adam Hartung, David S. Kaufman and Anubhav Saxena (collectively, the "Derivative Individual Defendants").~~ The proposed Settlement would resolve claims against the ~~Class Settling Defendants~~ certain defendants in a class action lawsuit alleging that made false statements in violation of the federal securities laws and/or breached their fiduciary duties. ~~The defendants deny all allegations. Class Settling Defendants made misrepresentations and/or omissions of material fact in various public statements to the investing public concerning 6D Global's business operations, prospects, and financial health. The Class Settling Defendants deny the allegations. The proposed Settlement would also resolve claims against the Derivative Individual Defendants in derivative action lawsuits alleging that they breached their fiduciary duty to 6D Global and were unjustly enriched. The Derivative Settling Defendants deny the allegations and have moved to dismiss these claims.~~

You received this notice because you may have purchased publicly traded 6D Global securities between June 16, 2014 and September 10, 2015, both dates inclusive, and you may be a Settlement Class Member, and/or because you may be a Current 6D Global Shareholder if you currently own 6D Global securities and have owned them as of October 1, 2019. The Settlement provides that, in exchange for the dismissal and release of claims against the ~~Class Settling Defendants and Derivative Individual Defendants~~ defendants, a fund consisting of \$640,000, less attorneys' fees and expenses, will be divided among Settlement Class Members who timely submit a valid Proof of Claim and Release Form ("~~Proof of Claim~~"). For a full description of the Settlement and your rights and to make a claim, please view the Stipulation and Agreement of Settlement ~~and obtain a copy of the Notice of Pendency and Proposed Partial Settlement of Class Action and Derivative Actions ("Notice") and Proof of Claim by visiting the website: www.strategicclaims.net.~~ You may also request copies of the ~~Notice and Proof of Claim from the Claims Administrator through any of the following ways~~ relevant documents: (1) mail: 6D Global Technologies, Inc. Securities and Derivative Litigation, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson St, Ste. 205, Media, PA 19063; (2) call toll free: (866) 274-4004; (3) fax: (610) 565-7985; or (4) email: info@strategicclaims.net.

To qualify for payment, you must submit a Proof of Claim, which can be found on the website www.strategicclaims.net, by ~~2020. PROOFS OF CLAIM ARE DUE BY~~ 2019 TO 6D GLOBAL TECHNOLOGIES, INC. SECURITIES AND DERIVATIVE LITIGATION, C/O STRATEGIC CLAIMS SERVICES, P.O. BOX 230, 600 N. JACKSON ST, STE 205, MEDIA,

Castillo IV v. 6D Global Technologies, Inc., et al., No. 15-cv-8061 (S.D.N.Y.)
THIS CARD PROVIDES ONLY LIMITED INFORMATION ABOUT THE SETTLEMENT.
PLEASE VISIT WWW.STRATEGICCLAIMS.NET OR CALL 1-866-274-4004 FOR MORE INFORMATION.

~~PA-19063~~. If you do not want to be legally bound by the Settlement, you must exclude yourself by _____, 2019. If you exclude yourself, you cannot get money from this Settlement. If you stay in the Settlement, you may object to it by _____, 2019. [The Notice explains how to exclude yourself or to object.](#)

The Court will hold a hearing in this case on _____, ~~2019-2020~~ at _____:_____m. at the United States District Court for the Southern District of New York, 40 Foley Square, Courtroom 906, New York, NY, 10007, to consider whether to approve the Settlement, the Plan of Allocation, a request by Class Counsel for up to one-third of the portion of the Settlement Fund attributable to the efforts of Class Counsel in the Class Action for their attorneys' fees, plus up to \$~~605~~,000 in expenses, and Awards to Class Action Plaintiffs of no more than \$~~456~~,000 in total for litigating the case and negotiating the Settlement, and a request by Derivative Counsel for one-third of the portion of the Settlement Fund attributable to the efforts of Derivative Counsel in the Derivative Actions for their attorneys' fee and expenses, and an award to Derivative Plaintiff of no more than \$1,500 to be paid out of the \$80,000 for litigating the case and negotiating the Settlement. You may, but do not have to, attend the hearing and ask to be heard by the Court. For more information, call toll-free 1-866-274-4004, or visit the website www.strategicclaims.net.

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

JOSEPH PUDDU, MARK GHITIS,
VALERY BURLAK, and ADAM BUTTER,

Plaintiffs,

v.

6D GLOBAL TECHNOLOGIES, INC.,
NYGG (ASIA), LTD., BENJAMIN
TIANBING WEI A/K/A BENJAMIN WEY,
TEJUNE KANG, MARK SZYNKOWSKI,
TERRY MCEWEN, AND NYG CAPITAL
LLC D/B/A NEW YORK GLOBAL GROUP,

Defendants.

Case No: 15-cv-8061-AJN

[PROPOSED] ORDER AND PARTIAL FINAL JUDGMENT

On the ____ day of _____, 2020 a hearing having been held before this Court to determine: (1) whether the terms and conditions of the Stipulation and Agreement of Settlement dated October 7, 2019 (the “Settlement Stipulation”) are fair, reasonable and adequate for the settlement of all claims asserted by the Settlement Class against the Settling Defendants (as defined in the Settlement Stipulation), including the release of the Released Claims against the Released Parties, and should be approved; (2) whether judgment should be entered dismissing the Settling Defendants with prejudice; (3) whether to approve the proposed Plan of Allocation as a fair and reasonable method to allocate the Net Settlement Fund among Settlement Class Members; (4) whether and in what amount to award Lead Counsel as fees and reimbursement of expenses; and (5) whether and in what amount to award Plaintiffs as incentive fees; and

The Court having considered all matters submitted to it at the hearing and otherwise; and

It appearing in the record that the Summary Notice substantially in the form approved by the Court in the Court’s Order Granting Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, dated _____, 2019 (“Preliminary Approval Order”) was published; the Postcard Notice was mailed to all reasonably identifiable Settlement Class Members; and the Notice was emailed to all reasonably identifiable Settlement Class Members and posted to the website of the Claims Administrator; all in accordance with the Preliminary Approval Order and the specifications of the Court; and

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Order and Partial Final Judgment incorporates by reference the definitions in the Settlement Stipulation, and all capitalized terms used herein shall have the same meanings as set forth therein.

2. The Court has jurisdiction over the subject matter of the Action, Plaintiffs, all Settlement Class Members, and Settling Defendants.

3. The Court finds that, for settlement purposes only, the prerequisites for a class action under Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that:

(a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable;

(b) there are questions of law and fact common to the Settlement Class;

(c) the claims of Plaintiffs are typical of the claims of the Settlement Class they seek to represent;

(d) Plaintiffs and Lead Counsel fairly and adequately represent the interests of the Settlement Class;

(e) questions of law and fact common to the members of the Settlement Class predominate over any questions affecting only individual members of the Settlement Class; and

(f) a class action is superior to other available methods for the fair and efficient adjudication of this Action, considering:

i. the interests of the Settlement Class Members in individually controlling the prosecution of the separate actions;

ii. the extent and nature of any litigation concerning the controversy already commenced by Settlement Class Members;

iii. the desirability or undesirability of concentrating the litigation of these claims in this particular forum; and

- iv. the difficulties likely to be encountered in the management of the class action.

The Settlement Class is being certified for settlement purposes only.

4. The Court hereby finally certifies this action as a class action for purposes of the Settlement, pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of all Persons (including, without limitation, their beneficiaries) all persons and entities, other than Defendants and their affiliates, who purchased publicly traded 6D Global Technologies, Inc. f/k/a CleanTech Innovations, Inc. (“6D Global” or the “Company”) securities from June 16, 2014 through September 10, 2015, both dates inclusive. Excluded from the Settlement Class are (i) Defendants; (ii) current and former officers and directors of 6D Global and any other Released Party; (iii) the persons expressly excluded from the definition of Released Parties in paragraph 1.28 of the Settlement Stipulation (a) through (d); (iv) the respective spouses, children, or parents of any person or entity excluded under subparagraphs, (i) through (iii) of this paragraph; (v) any person or entity more than 5% owned or directly or indirectly controlled by any person or entity excluded under subparagraphs (i) through (iv) of this paragraph or any trust of which such a person is a beneficiary or of which any person or entity is related or affiliated to a beneficiary or a trustee; (vi) the respective heirs, successors, trustees and assigns of any person excluded under paragraphs (i) through (v); and (vii) those persons who file valid and timely requests for exclusion in accordance with the Court’s Preliminary Approval Order.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, for the purposes of this Settlement only, Plaintiffs are certified as the class representatives on behalf of the Settlement Class (“Class Representatives”) and Lead Counsel previously selected by Plaintiffs and appointed by the Court is hereby appointed as Class Counsel for the Settlement Class (“Class Counsel”).

6. In accordance with the Court's Preliminary Approval Order, the Court hereby finds that the forms and methods of notifying the Settlement Class of the Settlement and its terms and conditions met the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and Section 21D(a)(7) of the Exchange Act, 15 U.S.C. § 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice of these proceedings and the matters set forth herein, including the Settlement and Plan of Allocation, to all persons and entities entitled to such notice. No Settlement Class Member is relieved from the terms and conditions of the Settlement, including the releases provided for in the Settlement Stipulation, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice. A full opportunity has been offered to the Settlement Class Members to object to the proposed Settlement and to participate in the hearing thereon. The Court further finds that the notice provisions of the Class Action Fairness Act, 28 U.S.C. § 1715, were fully discharged. Thus, it is hereby determined that all Settlement Class Members are bound by this Order and Final Judgment except those persons listed on Exhibit A to this Order and Final Judgment.

7. The Settlement is approved as fair, reasonable and adequate under Rule 23 of the Federal Rules of Civil Procedure, and in the best interests of the Settlement Class. This Court further finds that the Settlement set forth in the Settlement Stipulation is the result of good faith, arm's-length negotiations between experienced counsel representing the interests of Class Representative, Settlement Class Members, and Settling Defendants. The Settling Parties are directed to consummate the Settlement in accordance with the terms and provisions of the Settlement Stipulation.

8. The Action and all claims contained therein, as well as all of the Released Claims, are dismissed with prejudice as against the Settling Defendants and the Released Parties. The Settling Parties are to bear their own costs, except as otherwise provided in the Settlement Stipulation.

9. Subject to the caveat that nothing in the following subparagraphs of this Order or in the final settlement agreement shall be deemed or construed to bar, alter, amend, release, or waive any indemnification rights that any current or former officer, director, or employee of 6D Global has against 6D Global under the Certificate of Incorporation of 6D Global, or the bylaws of 6D Global, subject to applicable provisions of Delaware statutory or common law governing such indemnification, nor to alter, amend, release, or waive any defenses to such claims for indemnification that 6D Global has, and that nothing in the following subparagraphs or in the Stipulation of Settlement shall constitute a general release by 6D Global of any other claims that may exist or arise between 6D Global and any current or former officer, director, or employee of 6D Global, all such rights being preserved, the Court orders:

(a) In accordance with 15 U.S.C. § 78u-4(f)(7)(A), any and all claims for contribution arising out of any claim released by Plaintiffs and the Settlement Class (hereafter “Released Claim”): (i) by any person against any of the Releasees and (ii) by any of the Releasees against any person other than as set out in 15 U.S.C. § 78u-4(f)(7)(A)(ii) are hereby permanently barred, extinguished, discharged, satisfied, and unenforceable. Accordingly, without limitation to any of the above, (A) any person is hereby permanently enjoined from commencing, prosecuting, or asserting against any of the Releasees any such claim for contribution, and (B) the Releasees are hereby permanently enjoined from commencing, prosecuting, or asserting against any person any

such claim for contribution. In accordance with U.S.C. § 78u-4(f)(7)(B), any final verdict or judgment that might be obtained by or on behalf of the Plaintiffs or a member of the Settlement Class against any person for loss for which such person and any Releasees are found to be jointly liable shall be reduced by the greater of (i) an amount that corresponds to the total amount of the Settling Defendants' percentage of responsibility for the loss to the Plaintiffs or Settlement Class or (ii) the Settlement Consideration.

(b) Any and all persons are permanently barred, enjoined, and restrained from commencing, prosecuting, or asserting any claim against any Releasee arising under any federal, state, or foreign statutory or common-law rule, however styled, whether for indemnification or contribution or otherwise denominated, including claims for breach of contract or for misrepresentation, where the claim is or arises from a Released Claim and the alleged injury to such person arises from that person's alleged liability to the Settlement Class or any Settlement Class member, including any claim in which a person seeks to recover from any of the Releasees any amounts such person has or might become liable to pay to the Settlement Class or any Settlement Class member (hereafter the "Complete Bar Order"). All such claims are hereby extinguished, discharged, satisfied, and unenforceable, subject to a hearing to be held by the Court, if necessary. The provisions of the Complete Bar Order are intended to preclude any liability of any of the Releasees to any person for indemnification, contribution, or otherwise on any claim that is or arises from a Released Claim and where the alleged injury to such person arises from that person's alleged liability to the Settlement Class or any Settlement Class member; provided however, that if the Settlement Class or any Settlement Class member obtains any judgment against any such person based upon, arising out of, or relating to any Released Claim for which such person

and any of the Releasees are found to be jointly liable, that person shall be entitled to a judgment credit equal to an amount that is the greater of (i) an amount that corresponds to such Releasee's or Releasees' percentage of responsibility for the loss to the Class or Class Member or (ii) the Settlement Consideration.

(c) Each and every Releasee is permanently barred, enjoined, and restrained from commencing, prosecuting, or asserting any claim against any other person (including any other Releasee) arising under any federal, state, or foreign statutory or common-law rule, however styled, whether for indemnification or contribution or otherwise denominated, including claims for breach of contract and for misrepresentation, where the claim is or arises from a Released Claim and the alleged injury to such Releasee arises from that Releasee's alleged liability to the Settlement Class or any Settlement Class member, including any claim in which any Releasee seeks to recover from any person (including another Releasee) (i) any amounts any such Releasee has or might become liable to pay to the Settlement Class or any Settlement Class member and/or (ii) any costs, expenses, or attorneys' fees from defending any claim by the Settlement Class or any Settlement Class member. All such claims are hereby extinguished, discharged, satisfied and unenforceable.

(d) If any term of the Complete Bar Order entered by the Court is held to be unenforceable after the date of entry, such provision shall be substituted with such other provision as may be necessary to afford all of the Releasees the fullest protection permitted by law from any claim that is based upon, arises out of, or relates to any Released Claim.

(e) Notwithstanding the Complete Bar Order or anything else in the Stipulation of Settlement, nothing shall release, interfere with, limit, or bar the assertion by any

Releasee of any claim for or defense to the availability of insurance coverage under any insurance, reinsurance or indemnity policy that provides coverage respecting the conduct at issue in this Action, except as limited by the insurance agreement.

10. The Releasing Parties, on behalf of themselves, their successors and assigns, and any other Person claiming (now or in the future) through or on behalf of them, regardless of whether any such Releasing Party ever seeks or obtains by any means, including without limitation by submitting a Proof of Claim and Release Form, any disbursement from the Settlement Fund, shall be deemed to have, and by operation of this Order and Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties. The Releasing Parties shall be deemed to have, and by operation of this Order and Partial Final Judgment shall have, covenanted not to sue the Released Parties with respect to any and all Released Claims in any forum and in any capacity. The Releasing Parties shall be and hereby are permanently barred and enjoined from asserting, commencing, prosecuting, instituting, assisting, instigating, or in any way participating in the commencement or prosecution of any action or other proceeding, in any forum, asserting any Released Claim, in any capacity, against any of the Released Parties, including Defendants' Counsel. Nothing contained herein shall, however, bar the Releasing Parties from bringing any action or claim to enforce the terms of the Settlement Stipulation or this Order and Final Judgment.

11. Settling Defendants, on behalf of themselves and their Related Parties, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged Class Representatives, Settlement Class Members, Class Counsel, and their Related Parties from all Claims, whether known or unknown, which arise out of, concern or relate to the institution, prosecution, settlement or dismissal of the Action (the

“Defendants’ Released Claims”), and shall be permanently enjoined from prosecuting the Defendants’ Released Claims against Class Representatives, Settlement Class Members, Class Counsel, and their Related Parties. Nothing contained herein shall, however, bar the Settling Defendants or their Related Parties from bringing any action or claim to enforce the terms of the Settlement Stipulation or this Order and Final Judgment.

12. The Court hereby finds that the proposed Plan of Allocation is a fair and reasonable method to allocate the Net Settlement Fund among Settlement Class Members, and Class Counsel and the Claims Administrator are directed to administer the Plan of Allocation in accordance with its terms and the terms of the Settlement Stipulation.

13. The Court finds that the Settling Parties and their counsel have complied with all requirements of Rule 11 of the Federal Rules of Civil Procedure and the Private Securities Litigation Record Act of 1995 as to all proceedings herein.

14. Neither this Order and Final Judgment, the Settlement Stipulation (nor the Settlement contained therein), nor any of its terms and provisions, nor any of the negotiations, documents or proceedings connected with them:

(a) is or may be deemed to be, or may be used as an admission, concession, or evidence of, the validity or invalidity of any Released Claims, the truth or falsity of any fact alleged by Class Representatives, the sufficiency or deficiency of any defense that has been or could have been asserted in the Action, or of any wrongdoing, liability, negligence or fault of Settling Defendants, the Released Parties, or each or any of them;

(b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or misrepresentation or omission with respect to any statement or written document attributed to, approved or made by Settling Defendants or Released Parties in

any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal;

(c) is or may be deemed to be or shall be used, offered or received against the Settling Parties, Settling Defendants or the Released Parties, or each or any of them, as an admission, concession or evidence of the validity or invalidity of the Released Claims, the infirmity or strength of any claim raised in the Action, the truth or falsity of any fact alleged by the Class Representatives or the Settlement Class, or the availability or lack of availability of meritorious defenses to the claims raised in the Action;

(d) is or may be deemed to be or shall be construed as or received in evidence as an admission or concession against Settling Defendants, or the Released Parties, or each or any of them, that any of Class Representatives' claims or Settlement Class Members' claims are with or without merit, that a litigation class should or should not be certified, that damages recoverable in the Action would have been greater or less than the Settlement Fund or that the consideration to be given pursuant to the Settlement Stipulation represents an amount equal to, less than or greater than the amount which could have or would have been recovered after trial.

15. The Released Parties may file the Settlement Stipulation and/or this Order and Final Judgment in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, full faith and credit, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. The Settling Parties may file the Settlement Stipulation and/or this Order and Final Judgment in any proceedings that may be necessary to

consummate or enforce the Settlement Stipulation, the Settlement, or this Order and Final Judgment.

16. Except as otherwise provided herein or in the Settlement Stipulation, all funds held by the Escrow Agent shall be deemed to be in *custodia legis* and shall remain subject to the jurisdiction of the Court until such time as the funds are distributed or returned pursuant to the Settlement Stipulation and/or further order of the Court.

17. Without affecting the finality of this Order and Partial Judgment in any way, this Court hereby retains continuing exclusive jurisdiction over the Settling Parties and the Settlement Class Members for all matters relating to the Action, including the administration, interpretation, effectuation or enforcement of the Settlement Stipulation and this Order and Final Judgment, and including any application for fees and expenses incurred in connection with administering and distributing the Settlement proceeds to the Settlement Class Members.

18. Without further order of the Court, Settling Defendants, and Class Representatives may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Stipulation.

19. There is no just reason for delay in the entry of this Order and Partial Final Judgment and immediate entry by the Clerk of the Court is expressly directed pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

20. The finality of this Order and Partial Final Judgment shall not be affected, in any manner, by rulings that the Court may make on Class Counsel's application for an award of attorneys' fees and expenses to Class Counsel or awards to Class Representatives.

21. If the Settlement is not consummated in accordance with the terms of the Settlement Stipulation, then the Settlement Stipulation and this Order and Partial Final Judgment (including

any amendment(s) thereof, and except as expressly provided in the Settlement Stipulation or by order of the Court) shall be null and void, of no further force or effect, and without prejudice to any Settling Party, and may not be introduced as evidence or used in any action or proceeding by any Person against the Settling Parties or the Released Parties, and each Settling Party shall be restored to his, her or its respective litigation positions as they existed prior to October 7, 2019, pursuant to the terms of the Settlement Stipulation.

Dated: _____, 2019

HON. ALISON J. NATHAN
UNITED STATES DISTRICT JUDGE