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21 UNITED STATES DISTRICT COURT
22 CENTRAL DISTRICT OF CALIFORNIA

23 KEVIN KNOX; NOE BAROCIO;
24 SALVADOR BAROCIO; CINDY
25 CONYBEAR, each individually and on
26 behalf of all others similarly situated,

27 Plaintiffs,

28 v.

YINGLI GREEN ENERGY HOLDING
COMPANY LIMITED; LIANSHENG

Master File No.:
2:15-cv-04003-ODW (MRWx)

CLASS ACTION

**STIPULATION AND
AGREEMENT OF
SETTLEMENT**

Stipulation and Agreement of Settlement
2:15-cv-04003-ODW (MRWx)

1 MIAO; YIYU WANG; and ZONGWEI
2 "BRYAN" LI,
3 Defendants.

4 AND RELATED CASES

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This Document Relates To: All Actions

1 5. WHEREAS, on August 21, 2017, the Court dismissed all claims against the
2 individual defendants;

3 6. WHEREAS, on August 21, 2017, the Court entered a judgment dismissing
4 the Action;

5 7. WHEREAS, on September 15, 2017, Lead Plaintiffs filed a notice of appeal
6 to the United States Court of Appeals for the Ninth Circuit, appealing the order and
7 judgment of dismissal;

8 8. WHEREAS, in October 2017, the Ninth Circuit scheduled mediation
9 conferences between the Settling Parties;

10 9. WHEREAS, in February 2018, the Settling Parties participated in a private
11 mediation session with Jed D. Melnick, Esq. of JAMS, but failed to reach a
12 settlement;

13 10. WHEREAS, the Settling Parties continued to negotiate with the assistance of
14 Mr. Melnick;

15 11. WHEREAS, on April 4, 2018, the Settling Parties reached an agreement in
16 principle to settle the matter and executed a memorandum of understanding;

17 12. WHEREAS, the Settlement set forth in this Stipulation is the product of
18 extensive arm's-length settlement negotiations that were facilitated by an
19 experienced mediator;

20 13. WHEREAS, in recognition of the attendant risks and costs of continued
21 litigation and the benefits of resolving this Litigation, the Settling Parties desire to
22 settle and resolve any and all actual or potential claims by, between, or among
23 Plaintiffs, on the one hand, and Defendant, on the other hand, arising out of or
24 relating to the subject matter of this Litigation;

25 14. WHEREAS, Defendant denies any wrongdoing whatsoever, and this
26 Stipulation shall in no event be construed as, or be deemed to be evidence of, an
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1 admission or concession on the part of Defendant with respect to any actual or
2 potential claim, liability, wrongdoing, or damage whatsoever, or any infirmity in
3 the defenses that Defendant may have asserted. This Stipulation also shall not be
4 construed as or be deemed to be a concession by the Plaintiffs of any infirmity in
5 the claims asserted in this Litigation;

6 15.WHEREAS, the Settling Parties wish to settle and compromise any dispute
7 regarding the Litigation or its subject matter, including but not limited to whether
8 the Litigation was filed by Plaintiffs and defended by Defendant in good faith and
9 with adequate basis in fact under Rule 11 of the Federal Rules of Civil Procedure.
10 The Settling Parties agree that the Litigation is being voluntarily settled after
11 advice of counsel and that the terms of the Settlement are fair, adequate, and
12 reasonable;

13 16.WHEREAS, Lead Counsel has conducted an investigation relating to the
14 claims and the underlying events and transactions alleged in the Litigation. Lead
15 Counsel has analyzed the facts and the applicable law with respect to the claims of
16 the Plaintiffs against the Defendant and the potential defenses thereto, which in the
17 Plaintiffs' judgment provide an adequate and satisfactory basis for the evaluation
18 of an agreement to settle, as described herein;

19 17.WHEREAS, based upon the investigation conducted by Lead Counsel, Lead
20 Counsel has concluded that the terms and conditions of this Stipulation are fair,
21 reasonable, and adequate to Plaintiffs, and in their best interests, and Plaintiffs
22 have agreed to settle the claims asserted in the Litigation pursuant to the terms and
23 conditions of this Stipulation, after considering: (a) the substantial benefits that
24 Plaintiffs will receive from settlement of the Litigation; (b) the attendant risks of
25 litigation; and (c) the desirability of permitting the Settlement to be consummated
26 as provided by the terms of the Stipulation;

1 NOW THEREFORE, without any admission or concession on the part of the
2 Plaintiffs or any lack of merit in the Litigation whatsoever, and without any
3 admission or concession on the part of Defendant of any liability, wrongdoing, or
4 lack of merit in the defenses asserted in the Litigation whatsoever,

5 It is hereby STIPULATED AND AGREED, by and among the Settling Parties,
6 through their respective attorneys, subject to approval of the Court pursuant to
7 Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits
8 flowing to the Settling Parties hereto from the Settlement, that any and all claims
9 made, or that could have been made, including all Settled Claims (as defined
10 below), by Plaintiffs against the Released Parties (as defined below) shall be
11 compromised, settled, and released, and dismissed with prejudice as provided in
12 this Stipulation and Agreement of Settlement, to the extent as hereafter provided,
13 without costs as to Plaintiffs or Defendant, subject to the approval of the Court,
14 upon and subject to the following terms and conditions:

15 A. CERTAIN DEFINITIONS

16 As used in this Stipulation, the following terms have the meanings specified
17 below:

18 1. “ADS” means Yingli Green Energy Holding Company, Limited
19 American Depository Shares.

20 2. “Attorneys’ Fees and Expenses” means the portion of the Gross
21 Settlement Fund approved by the Court for payment to Plaintiffs’ Counsel,
22 including attorneys’ fees, costs, litigation expenses, and fees and expenses of
23 investigators and experts (excluding Notice and Administration Expenses).

24 3. “Authorized Claimant” means any Claimant (as defined below) whose
25 claim for recovery has been allowed pursuant to the terms of the Stipulation or by
26 order of the Court.

1 Judgment is affirmed or the appeal or review is dismissed or denied and such
2 Order and Final Judgment is no longer subject to further judicial review.

3 12. “Escrow Account” means the interest-bearing account selected by the
4 Escrow Agent. The Escrow Account shall be managed by the Escrow Agent for
5 the benefit of the Plaintiffs and the Settlement Class until the Effective Date of the
6 Settlement.

7 13. “Escrow Agent” means The Rosen Law Firm, P.A. or its duly
8 appointed agent(s). The Escrow Agent shall perform the duties as set forth in the
9 Stipulation.

10 14. “Gross Settlement Fund” means the Settlement Amount plus all
11 interest earned thereon.

12 15. “Internet Notice” means Notice of Pendency and Settlement of Class
13 Action available to Settlement Class Members on the settlement website
14 maintained by the Claims Administrator.

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

16 17. “Net Settlement Fund” means the Gross Settlement Fund, less:
17 (i) Attorneys’ Fees and Expenses; (ii) taxes; (iii) any Award to Lead Plaintiffs; and
18 (iv) other fees and expenses authorized by the Court.

19 18. “Notice and Administration Expenses” means all expenses incurred
20 (whether or not paid) in connection with the preparation, printing, mailing, and
21 publication of the Postcard Notice to the Settlement Class of the proposed
22 settlement, and all expenses of Settlement administration.

23 19. “Order and Final Judgment” means the order and judgment entered by
24 the Court, including a Bar Order, approving the Settlement and dismissing the
25 Litigation as against the Defendant.
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1 20. “Person” means any individual, corporation, partnership, limited
2 liability company or partnership, limited partnership, professional corporation,
3 association, affiliate, joint stock company, trust, estate, unincorporated association,
4 government, or any political subdivision or agency thereof, any other type of legal
5 or political entity, any legal representative, and, as applicable, their respective
6 spouses, heirs, predecessors, successors, representatives, and assigns.

7 21. “Plaintiffs” means the Lead Plaintiffs, Noe and Salvador Barocio and
8 Plaintiff Cindy Conybear.

9 22. “Plaintiffs’ Counsel” means Lead Counsel and the firm of Glancy
10 Prongy & Murray LLP.

11 23. “Plan of Allocation” means the plan for allocating the Net Settlement
12 Fund (as set forth in the Notice of Pendency and Settlement of Class Action (the
13 “Internet Notice”), attached as Exhibit A-1 to the Order Preliminarily Approving
14 Settlement and Providing for Notice (the “Preliminary Approval Order”)) to
15 Authorized Claimants after payment of Notice and Administration Expenses,
16 Taxes and Tax Expenses, and Attorneys’ Fees and Expenses. Any Plan of
17 Allocation is not part of the Stipulation and the Released Parties shall have no
18 liability with respect thereto.

19 24. “Postcard Notice” means “Postcard Notice of Pendency and Proposed
20 Settlement of Class Action,” which will be mailed to Settlement Class Members
21 substantially in the form attached hereto as Exhibit A-3, and subject to the
22 approval of the Court in light of the circumstances present at the time of its
23 Preliminary Approval Order.

24 25. “Released Parties” means Yingli, its past, present and future, direct or
25 indirect, parent entities, associates, affiliates and subsidiaries, each and all of their
26 respective past, present and future directors, officers, partners, alleged partners,
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1 controlling stockholders, predecessors, successors and employees and each and all
2 of their underwriters, attorneys, advisors, consultants, trustees, insurers, co-
3 insurers, reinsurers, representatives and assigns; each of the individual defendants
4 and their respective present, past and future spouses, parents, siblings, children,
5 grandparents and grandchildren, the present, past and future spouses of their
6 respective parents, siblings, and children and the present, past and future parents
7 and siblings of their respective spouses, including step and adoptive relationships;
8 and any and all Persons, firm trusts, corporations, and other entities in which the
9 Defendant or foregoing released parties have a financial interest or was a founder,
10 settler or creator and, in their capacity as such, any and all officers, directors,
11 employees, trustees, beneficiaries, settlers, creators, attorneys, consultants, agents
12 or representatives of any such person, firm, trust, corporation or other entity; and in
13 their capacity as such, the legal representatives, heirs, executors, administrators,
14 predecessors, successors, predecessors-in-interest, successors-in-interest and
15 assigns of the foregoing.

16 26. "Settled Claims" means any and all claims, whether known or
17 unknown, against the Released Parties, that could have been or in the future can be
18 asserted, arising from or in any way related to: (i) the matters or occurrences that
19 were alleged in the Litigation, or (ii) the purchase or other acquisition of Yingli
20 ADS or the decision not to sell the ADS during the Class Period. Settled Claims
21 also include any and all claims arising out of, relating to, or in connection with the
22 Settlement or resolution of the Litigation against the Released Parties (including
23 Unknown Claims that arise out of, relate to, or are in connection with the
24 Settlement or resolution of the Litigation against the Released Parties), except
25 claims to enforce any of the terms of this Stipulation. Settled Claims do not
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1 include any claims of any Person who submits a request for exclusion that is
2 accepted by the Court.

3 27. “Defendant’s Claims” means all claims, known or unknown, alleged
4 or which could have been alleged in the Litigation, against the Plaintiffs, Plaintiffs’
5 Counsel, or the Settlement Class, arising or related to the matters and occurrences
6 that are alleged therein, and the commencement and prosecution of the litigation,
7 provided, however, that “Defendant’s Claims” do not include (i) any claims by
8 Defendant against any other party or non-party; and (ii) any claims to enforce any
9 of the terms of the Stipulation or of the Order and Final Judgment, and any claims
10 that could be asserted in response to such a claim to enforce.

11 28. “Settlement Class” means, for purposes of this Settlement, all persons
12 who purchased or otherwise acquired Yingli Green Energy Holding Company,
13 Limited ADS during the period from December 2, 2010 to May 15, 2015,
14 inclusive, and were allegedly damaged thereby. Excluded from the Settlement
15 Class are: (i) Yingli; (ii) current and former officers and directors of Yingli and of
16 any other Released Party; (iii) parents, spouses, or children living in the household
17 of any person excluded under (i) or (ii) above; (iv) any legal entity more than 50%
18 owned by any person excluded under (i) and (ii) above; (v) the heirs, successors
19 and assigns of any person excluded under (i) and (ii) above; and (vi) any valid opt-
20 outs.

21 29. “Settlement Class Member” means a member of the Settlement Class.

22 30. “Settlement Class Distribution Order” means the order entered by the
23 Court, upon application of Lead Counsel following the occurrence of the events
24 identified in Paragraph E.14 below, which authorizes the Claims Administrator to
25 distribute the Net Settlement Fund to the Settlement Class.
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1 31. "Settlement Class Period" means the period from December 2, 2010
2 to May 15, 2015, inclusive.

3 32. "Settlement" means the settlement contemplated by this Stipulation.

4 33. "Settlement Amount" means \$1,200,000 (One Million Two Hundred
5 Thousand Dollars) in cash.

6 34. "Settlement Fund" means the monies deposited into the Settlement
7 Fund Escrow Account and any interest or income earned thereon.

8 35. "Settlement Hearing" means the final hearing to be held by the Court
9 to determine: (1) whether the proposed Settlement should be approved as fair,
10 reasonable, and adequate; (2) whether all Settled Claims should be dismissed with
11 prejudice; (3) whether an order approving the Settlement should be entered
12 thereon; (4) whether the allocation of the Settlement Fund should be approved; and
13 (5) whether the application for an award of Attorneys' Fees and Expenses and an
14 Award to Plaintiffs should be approved.

15 36. "Settling Parties" means (i) Lead Plaintiffs Noe and Salvador Barocio
16 and Plaintiff Cindy Conybear on behalf of themselves and all other members of the
17 Settlement Class and (ii) Yingli Green Energy Holding Company Limited.

18 37. "Unknown Claims" means (a) any Settled Claim that the Plaintiffs or
19 any Settlement Class Member does not know or suspect to exist in his, her, or its
20 favor at the time of the release of the Released Parties, which if known by him, her
21 or it, might have affected his, her, or its decision(s) with respect to the Settlement,
22 including, but not limited to, the decision not to object to the Settlement, provided
23 such claim arises out of or relates to the purchase or sale of Yingli ADS, and (b)
24 any Defendant's Claims that the Defendant does not know or expects to exist in
25 his, her, or its favor, which if known by him, her or it, might have affected his, her,
26 or its decision(s) with respect to the Settlement. With respect to any and all Settled
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1 Claims and Defendant's Claims, the Settling Parties shall expressly waive, and
2 each of the Settlement Class Members and Released Parties shall be deemed to
3 have waived and by operation of the Order and Final Judgment shall have waived,
4 any and all provisions, rights, and benefits conferred by any law of any state or
5 territory of the United States, or principle of common law that is similar,
6 comparable, or equivalent to Cal. Civ. Code § 1542, which provides: "A general
7 release does not extend to claims which the creditor does not know or suspect to
8 exist in his or her favor at the time of executing the release, which if known by him
9 or her must have materially affected his or her settlement with the debtor."

10 **B. CLASS CERTIFICATION**

11 1. Solely for purposes of the Settlement and for no other purpose, Defendant
12 shall stipulate and agree to: (a) certification of the Action as a class action pursuant
13 to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure on behalf of
14 the Settlement Class; (b) certification of Plaintiffs as Class Representatives for the
15 Settlement Class; and (c) appointment of Lead Counsel as Class Counsel for the
16 Settlement Class pursuant to Rule 23(g) of the Federal Rules of Civil Procedure.

17 **C. SCOPE AND EFFECT OF SETTLEMENT AND RELEASE**

18 1. The obligations incurred pursuant to this Stipulation shall be in full
19 and final disposition of the Litigation and any and all Settled Claims as against all
20 Released Parties and any and all Defendant's Claims as against the Plaintiffs,
21 Plaintiffs' Counsel and the Settlement Class Members; provided, however, that the
22 releases provided for in this Stipulation shall not apply to any Person who or which
23 submits a request for exclusion from the Settlement Class that is accepted by the
24 Court.

25 2. Pursuant to the Order and Final Judgment, upon the Effective Date of
26 this Settlement, the Plaintiffs and Settlement Class Members, shall, with respect to
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1 each and every Settled Claim against the Released Parties, release and forever
2 relinquish and discharge, and shall forever be enjoined from prosecuting, all
3 Settled Claims and any and all claims, whether known or unknown, arising out of,
4 or relating to, or in connection with the Settlement, the Litigation, or the resolution
5 of the Litigation against the Released Parties, whether or not such Settlement Class
6 Member executes and delivers the Proof of Claim and Release, except claims to
7 enforce any of the terms of this Stipulation. This release shall not apply to any
8 Person who or that submits a request for exclusion from the Settlement Class that
9 is accepted by the Court.

10 3. The Proof of Claim and Release to be executed by the Settlement
11 Class Members shall be substantially in the form and content contained in Exhibit
12 A-4 to the Preliminary Approval Order attached hereto as Exhibit A.

13 4. Pursuant to the Order and Final Judgment, upon the Effective Date of
14 this Settlement, Defendant, on behalf of itself, and its respective heirs, executors,
15 administrators, predecessors, successors, and assigns in their capacities as such,
16 shall release and forever discharge each and every one of the Defendant's Claims,
17 and shall forever be enjoined from prosecuting the Defendant's Claims as against
18 the Plaintiffs, Plaintiffs' Counsel and Settlement Class Members, including but not
19 limited to claims for malicious prosecution or sanctions. This release shall not
20 apply to any Person who or that submits a request for exclusion from the
21 Settlement Class that is accepted by the Court.

22 **D. THE SETTLEMENT CONSIDERATION**

23 1. In consideration of the full and final settlement of this Litigation,
24 Defendant shall pay and/or cause Defendant's directors and officers insurance
25 carrier to pay the Settlement Amount into the Escrow Account as set forth herein.
26 Within thirty (30) calendar days from entry of the signed Preliminary Approval
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1 Order preliminarily approving the Settlement, the Defendant or Defendant's
2 directors and officers insurance carrier shall cause \$1,200,000 in cash to be wired
3 into the Escrow Account.

4 2. Defendant shall be responsible for the payment of all Notice and
5 Administration Costs. Plaintiffs shall not be responsible for any payment for
6 Notice and Administration Costs.

7 3. The Gross Settlement Fund, net of any Taxes (as defined below) on
8 the income thereof and any Tax Expenses (as defined below), shall be used to pay
9 (i) Attorneys' Fees and Expenses as authorized by the Court; (ii) any Award to
10 Plaintiffs authorized by the Court; and (iii) other fees and expenses authorized by
11 the Court. The balance of the Gross Settlement Fund remaining after the above
12 payments shall be the Net Settlement Fund, which shall be distributed to the
13 Authorized Claimants in accordance with this Stipulation.

14 4. Any sums required to be held in escrow hereunder shall be held by the
15 Escrow Agent for the benefit of the Plaintiffs and the Settlement Class until the
16 Effective Date. Until the date the Order and Final Judgment is entered, all
17 payments made from the Settlement Fund shall require the signature of an
18 authorized representative of both the Escrow Agent and Defendant's Counsel.
19 After the Order and Final Judgment is entered, payments made from the Settlement
20 Fund shall require only the signature of an authorized representative of the Escrow
21 Agent and shall not require the signature of Defendant's Counsel. All funds held
22 by the Escrow Agent shall be deemed to be in *custodia legis* and shall remain
23 subject to the jurisdiction of the Court until such time as the funds shall be
24 distributed or returned pursuant to the Stipulation and/or further order of the Court.
25 Other than amounts disbursed for Taxes and Tax Expenses, and the Attorneys'
26 Fees and Expenses (which shall be paid to Lead Counsel within five (5) business
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1 days after the Court executes an order awarding such fees and expenses), the
2 Settlement Fund shall not be distributed until the Effective Date. The Escrow
3 Agent shall not disburse the Gross Settlement Fund, or any portion thereof, except
4 as provided in this Stipulation, or upon Order of the Court.

5 5. The Escrow Agent shall invest any funds in excess of \$150,000 in
6 short-term United States Treasury Securities (or mutual fund invested solely in
7 such instruments), and shall collect and reinvest all interest accrued thereon. Any
8 funds held in escrow in an amount of less than \$150,000 may be held in a bank
9 account insured to the extent possible by the FDIC. Interest earned on the money
10 deposited into the Escrow Account shall be part of the Gross Settlement Fund.

11 6. Defendant shall have access to all records of the Escrow Account, and
12 upon request made to the Escrow Agent, shall receive copies of all records of
13 disbursements, deposits, and statements of accounts.

14 7. After the Effective Date, the Released Parties shall have no interest in
15 the Gross Settlement Fund or in the Net Settlement Fund. The Released Parties
16 shall not be liable for the loss of any portion of the Settlement Fund, nor have any
17 liability, obligation, or responsibility for the payment of claims, taxes, legal fees, or
18 any other expenses payable from the Gross Settlement Fund.

19 E. ADMINISTRATION AND CALCULATION OF CLAIMS, FINAL
20 AWARDS, AND DISTRIBUTION OF NET SETTLEMENT FUND

21 1. The Claims Administrator shall administer and calculate the claims
22 that shall be allowed and oversee distribution of the Net Settlement Fund, under
23 the supervision of Lead Counsel, and subject to appeal to, and jurisdiction of, the
24 Court. Except as otherwise provided for herein, the Released Parties shall have no
25 liability, obligation, or responsibility for the administration of the Gross Settlement
26 Fund or Net Settlement Fund, or for the distribution of the Net Settlement Fund.

1 filing to be a formal or technical defect, or unless by order of the Court a later
2 submitted Proof of Claim by such Settlement Class Member is approved), but will
3 in all other respects be subject to the provisions of this Stipulation and Order and
4 Final Judgment, including, without limitation, the release of the Settled Claims and
5 Defendant's Claims and dismissal of the Litigation. Provided that it is received
6 before the motion for the Settlement Class Distribution Order is filed, a Proof of
7 Claim shall be deemed to have been submitted when posted if received with a
8 postmark indicated on the envelope and if mailed by first-class mail and addressed
9 in accordance with the instructions thereon. In all other cases, the Proof of Claim
10 shall be deemed to have been submitted when actually received by the Claims
11 Administrator.

12 5. Each Proof of Claim shall be submitted to the Claims Administrator
13 who shall determine, under the supervision of Lead Counsel, in accordance with
14 this Stipulation and any applicable orders of the Court, the extent, if any, to which
15 each claim shall be allowed, subject to appeal to the Court. No later than seven (7)
16 days prior to the disbursement of the Net Settlement Fund, Lead Counsel shall
17 provide Defendant with a list of Proofs of Claim received by the Claims
18 Administrator indicating which Proofs of Claim have been allowed by the Claims
19 Administrator.

20 6. Following notice to Defendant's Counsel, Lead Counsel shall have the
21 right, but not the obligation, to waive what they deem to be formal or technical
22 defects in any Proofs of Claims filed, where doing so is in the interest of achieving
23 substantial justice.

24 7. Proofs of Claim that do not meet the filing requirements may be
25 rejected. Prior to rejection of a Proof of Claim, the Claims Administrator shall
26 communicate with the Claimant in order to remedy curable deficiencies in the
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1 Proof of Claim submitted. The Claims Administrator, under the supervision of
2 Lead Counsel, shall notify in a timely fashion and in writing, all Claimants whose
3 Proofs of Claim they propose to reject in whole or in part, setting forth the reasons
4 thereof, and shall indicate in such notice that the Claimants whose claims are to be
5 rejected have the right to review by the Court if the Claimant so desires and
6 complies with the requirements of Paragraph E.9 below.

7 8. No distribution will be made on a claim where the potential
8 distribution amount is less than fifteen dollars (\$15.00) in cash.

9 9. If any Claimant whose claim has been rejected in whole or in part
10 desires to contest such rejection, the Claimant must, within twenty (20) days after
11 the date of mailing of the notice required by Paragraph E.7 above, serve upon the
12 Claims Administrator a notice and statement of reasons indicating the Claimant's
13 ground for contesting the rejecting along with any supporting documentation, and
14 requesting a review thereof by the Court. If a dispute concerning a claim cannot be
15 otherwise resolved, Lead Counsel shall thereafter present the request for review to
16 the Court.

17 10. The administrative determination of the Claims Administrator
18 accepting and rejecting claims shall be presented to the Court, on notice to
19 Defendant's Counsel, for approval by the Court in the Settlement Class
20 Distribution Order.

21 11. Each Claimant shall be deemed to have submitted to the jurisdiction
22 of the Court with respect to the Claimant's claim, and the claim will be subject to
23 investigation and discovery under the Federal Rules of Civil Procedure, provided
24 that such investigation and discovery shall be limited to that Claimant's status as a
25 Settlement Class Member and the validity and amount of the Claimant's claim. No
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1 discovery shall be allowed on the merits of the Litigation or Settlement in
2 connection with processing of the Proofs of Claim.

3 12. Payment pursuant to this Stipulation shall be deemed final and
4 conclusive against all Settlement Class Members. All Settlement Class Members
5 whose claims are not approved by the Court shall be barred from participating in
6 distributions from the Net Settlement Fund, but are otherwise bound by all of the
7 terms of the Order and Final Judgment to be entered in the Litigation and the
8 releases provided for herein, and will be barred from bringing any action against
9 the Released Parties arising out of or relating to the Settled Claims.

10 13. All proceedings with respect to the administration, processing, and
11 determination of claims described by this paragraph of this Stipulation and the
12 determination of all controversies relating hereto, including disputed questions of
13 law and fact with respect to the validity of claims, shall be subject to the
14 jurisdiction of the Court.

15 14. The Net Settlement Fund shall be distributed to Authorized Claimants
16 by the Claims Administrator upon application to the Court by Lead Counsel for a
17 Settlement Class Distribution Order only after all of the following having occurred:
18 (i) the Effective Date; (ii) all claims have been processed, and all Claimants whose
19 claims have been rejected or disallowed, in whole or in part, have been notified
20 and provided the opportunity to be heard concerning such rejection or
21 disallowance; (iii) all objections with respect to all rejected or disallowed claims
22 have been resolved by the Court, and all appeals therefrom have been resolved or
23 the time therefor has expired; (iv) all matters with respect to Attorneys' Fees and
24 Expenses, costs, and disbursements have been resolved by the Court, and all
25 appeals therefrom have been resolved or the time therefor has expired; and (v) all
26 costs of administration have been paid.

1 such regulations. It shall be the responsibility of Lead Counsel to timely and
2 properly prepare and deliver the necessary documentation for signature by all
3 necessary parties, and therefore to cause the appropriate filing to occur.

4 2. For purpose of Section 468B of the Internal Revenue Code, as
5 amended, and the regulations promulgated thereunder, the “administrator” shall be
6 Lead Counsel. Lead Counsel shall timely and properly file all tax returns
7 necessary or advisable with respect to the Gross Settlement Fund, and make all
8 required tax payments, including deposits of estimated tax payments in accordance
9 with Treas. Reg. § 1.468B-2(k). Such returns (as well as the election described in
10 paragraph F.1 hereof) shall be consistent with this paragraph and reflect that all
11 taxes (including any interest or penalties) on the income earned by the Gross
12 Settlement Fund shall be paid out of the Gross Settlement Fund as provided in
13 paragraph F.3 hereof.

14 3. All (i) taxes (including any interest or penalties) arising with respect
15 to the income earned by the Gross Settlement Fund, including any taxes or tax
16 detriments that may be imposed upon the Defendant with respect to any income
17 earned by the Gross Settlement Fund for any period during which the Gross
18 Settlement Fund does not qualify as a qualified settlement fund for federal or state
19 income tax purposes (“Taxes”) shall be paid out of the Gross Settlement Fund.
20 In all events, the Released Parties shall have no liability for Taxes. Taxes shall be
21 timely paid by the Escrow Agent out of the Gross Settlement Fund without prior
22 order from the Court. The Escrow Agent shall be obligated (notwithstanding
23 anything herein to the contrary) to withhold from distribution to the Settlement
24 Class Members any funds necessary to pay such Taxes, including the
25 establishment of adequate reserves for any Taxes (as well as any amounts that may
26 be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). The Released
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1 Parties shall have no responsibility or liability therefor. The Settling Parties hereto
2 agree to cooperate with the Settlement Administrator, Escrow Agent, each other,
3 and their tax attorneys and accountants to the extent reasonably necessary to carry
4 out the provisions of this paragraph. Expenses and costs incurred in connection
5 with the operation and implementation of this paragraph (including, without
6 limitation, expenses of tax attorneys and/or accountants, and mailing and
7 distribution costs and expenses relating to filing (or failing to file) the returns
8 described in this paragraph) (“Tax Expenses”) shall be paid by the Defendant.

9 **G. ALLOCATION OF NET SETTLEMENT FUND**

10 1. The Plan of Allocation is based upon Lead Counsel’s assessment of
11 the merits and the relative strengths and weaknesses, including recoverable
12 damages, of the claims of the Settlement Class Members.

13 2. The Defendant does not and shall not take any position as to the
14 proposed Plan of Allocation.

15 3. The Released Parties shall have no responsibility for and no
16 obligations or liabilities of any kind whatsoever in connection with the
17 determination, administration, calculation, or payment of claims to Settlement
18 Class Members.

19 4. The Defendant shall have no involvement in the solicitation of, or
20 review of Proofs of Claim, or involvement in the administration process itself,
21 which shall be conducted by the Claims Administrator in accordance with this
22 Stipulation and the Order and Final Judgment entered by the Court. No Claimant
23 or Authorized Claimant shall have any claim against the Released Parties or their
24 counsel based on, or in any way relating to, the distribution from either the Gross
25 Settlement Fund or the Net Settlement Fund.
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28

1 with the prosecution of this Litigation; and (iii) an Award to Plaintiffs (for
2 reimbursement of time and expenses).

3 2. Any cash portion of the Attorneys' Fees and Expenses award, as
4 awarded by the Court, shall be payable to Lead Counsel solely from the Gross
5 Settlement Fund within five (5) business days after the Court executes an order
6 awarding such fees and expenses.

7 3. Lead Counsel waives the right to make an additional application or
8 applications for payment from the Gross Settlement Fund for fees and expenses
9 incurred after the Settlement Hearing. The other Settling Parties shall take no
10 position on any application concerning Lead Counsel's request or award of
11 attorneys' fees and reimbursement of expenses, or Award to Plaintiffs.

12 4. It is agreed that the procedure for and the allowance or disallowance
13 by the Court of any applications by Lead Counsel for Attorneys' Fees and
14 Expenses, including fees for experts and investigators to be paid out of the Gross
15 Settlement Fund, as well as an Award to Plaintiffs, and any order or proceeding
16 relating thereto, shall not operate to terminate or cancel this Stipulation or affect its
17 finality, and shall have no effect on the terms of this Stipulation or on the
18 enforceability of this Settlement.

19 **J. THE PRELIMINARY APPROVAL ORDER**

20 1. Promptly after execution of this Stipulation, the Settling Parties shall
21 submit the Stipulation together with its exhibits to the Court and shall jointly apply
22 for entry of a Preliminary Approval Order in connection with settlement
23 proceedings substantially in the form annexed hereto as Exhibit A, providing for,
24 among other things, preliminary approval of the Settlement and notice to the
25 Settlement Class of the Settlement Hearing. The Preliminary Approval Order
26 (Exhibit A hereto) to be submitted to the Court shall contain exhibits substantially
27

1 in the form set forth in: (i) the Notice of Pendency and Settlement of Class Action
2 (the “Internet Notice”) (Exhibit A-1 to the Preliminary Approval Order); (ii) the
3 Summary Notice of Class Action Settlement (“Summary Notice”) (Exhibit A-2 to
4 the Preliminary Approval Order); (iii) the Postcard Notice (Exhibit A-3 to the
5 Preliminary Approval Order); and (iv) the Proof of Claim and Release (Exhibit A-
6 4 to the Preliminary Approval Order).

7 **K. ORDER AND FINAL JUDGMENT TO BE ENTERED BY THE COURT**
8 **APPROVING THE SETTLEMENT**

9 1. The Settling Parties shall seek to have the Court enter an Order and
10 Final Judgment substantially in the form of Exhibit B hereto.

11 **L. CONDITIONS OF SETTLEMENT**

12 1. The Effective Date of the Settlement shall be conditioned upon the
13 occurrence of ALL of the following events:

- 14 a. The Court shall enter the Preliminary Approval Order in all
15 material respects, as required by Paragraph J above;
- 16 b. No party shall have exercised within the required time period any
17 right to terminate the Settlement as permitted by Paragraph M
18 below;
- 19 c. The Court shall enter the Order and Final Judgment in all material
20 respects, as required by Paragraph K above;
- 21 d. The Court’s Order and Final Judgment, substantially in the form of
22 Exhibit B, shall have become “Final,” as defined in Paragraph
23 A.11;
- 24 e. The Settlement Amount of \$1,200,000 (One Million Two Hundred
25 Thousand Dollars) in cash shall have been paid, as set forth in
26 Paragraph D above.

- b. the Court issues an order declining to approve this Stipulation or any material part of it;
- c. the Court declines to enter the Order and Final Judgment in all material aspects as required by Paragraph K above;
- d. the Order and Final Judgment is modified or reversed in any material aspect by a Court of Appeals or the U.S. Supreme Court;
- e. in the event that the Court enters an order and final judgment other than that provided above (an “Alternative Judgment”) and none of the Settling Parties elects to terminate this Settlement, the date that such Alternative Judgment is modified or reversed in any material respect by a Court of Appeals or the Supreme Court;

2. If the Settlement Amount is not paid into the Escrow Account in accordance with the terms of this Stipulation, then Plaintiffs, on behalf of the Settlement Class, and not Defendant, shall have the right to (a) terminate the Settlement and Stipulation by providing written notice to Defendant 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.

3. If prior to the Settlement Hearing, (i) Persons who otherwise would be Settlement Class Members have filed with the Court valid and timely requests for exclusion (“Requests for Exclusion”) from the Settlement Class in accordance with the provisions of the Preliminary Approval Order and the notice given pursuant thereto, and such Persons in the aggregate purchased stock during the Settlement Class Period in an amount greater than the amount specified in a separate Supplemental Agreement between the Settling Parties (the “Supplemental Agreement”), or (ii) Persons file lawsuits alleging fraud in connection with the purchase of more than the number of Yingli ADS specified in the Supplemental

1 Agreement, then Defendant shall have the option to terminate this Stipulation and
2 Settlement in strict accordance with the requirements and procedures set forth in
3 the Supplemental Agreement (“Opt-out Termination Option”). The Supplemental
4 Agreement shall not be filed with the Court unless and until a dispute among the
5 Settling Parties concerning its interpretation or application arises. Copies of all
6 Requests for Exclusions received, together with copies of all written revocations of
7 Requests for Exclusion, shall be delivered to Defendant no later than fourteen (14)
8 days prior to the Settlement Hearing.

9 4. INTENTIONALLY LEFT BLANK.

10 5. Upon termination of the Stipulation pursuant to the terms of the
11 Stipulation, the Escrow Agent shall refund the Gross Settlement Fund to Defendant
12 within seven (7) business days thereafter (the “Returned Settlement Amount”).

13 6. If this Stipulation is terminated pursuant to its terms, and at the
14 request of Plaintiffs or the Defendant, the Escrow Agent or its designee shall apply
15 for any tax refund owed to the Gross Settlement Fund and pay the proceeds of the
16 tax refund, after deduction of any fees and expenses incurred in connection with
17 such application(s) for refund, to Defendant.

18 7. If this Stipulation is terminated pursuant to its terms, all of the Settling
19 Parties shall be deemed to have reverted to their respective status prior to the
20 execution of this Stipulation, and they shall proceed in all respects as if this
21 Stipulation had not been executed and the related orders had not been entered,
22 preserving in that event all of their respective claims and defenses in the Litigation,
23 and shall revert to their respective positions in the Litigation, except that the
24 provisions of Paragraphs F.1-3, H, M.5-8, and N.10-12 shall survive termination.

25 8. No order of the Court or modification or reversal of any order of the
26 Court concerning the Plan of Allocation or the amount of any attorneys’ fees,
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1 costs, and expenses awarded by the Court shall constitute grounds for cancellation
2 or termination of the Stipulation, except as set forth in Paragraph G.6.

3 N. MISCELLANEOUS PROVISIONS

4 1. The Settling Parties: (a) acknowledge that it is their intent to
5 consummate the Settlement contemplated by this Stipulation; (b) agree to
6 cooperate to the extent necessary to effectuate and implement all terms and
7 conditions of this Stipulation; and (c) agree to exercise their best efforts and to act
8 in good faith to accomplish the foregoing terms and conditions of the Stipulation.

9 2. The Settling Parties acknowledge and warrant as follows:

10 a. By executing this Stipulation, each of the Settling Parties
11 represents that they have carefully read and fully understand this Stipulation and its
12 final and binding effect;

13 b. By executing this Stipulation, each of the Settling Parties
14 represents that they have the right, legal capacity, power and authority to enter into
15 this Stipulation and to perform their obligations hereunder, without the consent,
16 approval, or authorization of any person, board, entity, tribunal, or other regulatory
17 or governmental authority;

18 c. By executing this Stipulation, each of the Settling Parties
19 represents that the execution and delivery of this Stipulation and the performance
20 of each and every obligation in this Stipulation do not and will not result in a
21 breach of or constitute a default under, or require any consent under, any duty,
22 relationship, contract, agreement, covenant, promise, guarantee, obligation or
23 instrument to which the executing Settling Party is a party or by which the
24 executing Settling Party is bound or affected;

25 d. By executing this Stipulation, each of the Settling Parties
26 represents that there is no demand for monetary, non-monetary, or injunctive relief,
27

1 or any civil, criminal, administrative, or arbitration proceeding for monetary, non-
2 monetary, or injunctive relief known or suspected to exist against them that would
3 affect this Stipulation or their ability to enter into, execute or perform each and
4 every obligation in this Stipulation;

5 e. By executing this Stipulation, each of the Settling Parties
6 represents that no representations or promises of any kind or character have been
7 made by any other Settling Party, Released Party, or anyone else to induce the
8 execution of this Stipulation except as expressly provided herein;

9 f. By executing this Stipulation, each of the Settling Parties
10 represents that this Stipulation is fair and is executed voluntarily, with full
11 knowledge of the consequences and implications of the obligations contained
12 herein;

13 g. By executing this Stipulation, each of the Settling Parties
14 represents that this Stipulation is not the result of any fraud, duress, or undue
15 influence, and that they have not assigned, transferred, or conveyed or purported to
16 assign, transfer, or convey, voluntarily, involuntarily or by operation of law, any or
17 all of their respective rights and claims;

18 h. By executing this Stipulation, each of the Settling Parties
19 represents that they have had the opportunity to be represented by counsel of their
20 choice that is duly licensed to practice in the State of California throughout the
21 negotiations that preceded the execution of this Stipulation and in connection with
22 the preparation and execution of this Stipulation;

23 i. By executing this Stipulation, each of the Settling Parties
24 represents that they have been afforded sufficient time and opportunity to review
25 this Stipulation with advisors and counsel of their choice.
26

1 2. All of the exhibits attached hereto are hereby incorporated by
2 reference as though fully set forth herein.

3 3. No amendment or modification of this Stipulation shall be
4 effective unless in writing and signed by the Settling Parties or their successors-in-
5 interest.

6 4. This Stipulation, and the exhibits attached hereto, constitute the
7 entire agreement among the Settling Parties, and no representations, warranties, or
8 inducements have been made to any Settling Party concerning this Stipulation or
9 its exhibits, other than the representations, warranties, and covenants contained and
10 memorialized in such documents.

11 5. Except as otherwise provided herein, each Settling Party shall
12 bear its own costs. Lead Counsel's Attorneys' Fees and Expenses, subject to Court
13 approval, shall be paid only out of the Gross Settlement Fund, and the Released
14 Parties shall have no obligation with respect to the payment of said Attorneys' Fees
15 and Expenses.

16 6. The persons signing this Stipulation represent that they are
17 authorized to do so on behalf of their respective clients.

18 7. This Stipulation may be executed in one or more original,
19 photocopied, or facsimile counterparts. All executed counterparts and each of
20 them shall be deemed to be one and the same instrument. The Settling Parties shall
21 exchange among themselves original signed counterparts of this Stipulation, and a
22 complete set of executed counterparts of this Stipulation shall be filed with the
23 Court.

24 8. This Stipulation shall be binding upon, and inure to the benefit
25 of, the successors, assigns, executors, administrators, heirs, and legal
26

1 representatives of the Settling Parties. No assignment shall relieve any party
2 hereto of any obligations hereunder.

3 9. All terms of this Stipulation and all exhibits hereto shall be
4 governed and interpreted according to the laws of the State of California without
5 regard to its rules of conflicts of law, except to the extent that federal law requires
6 that federal law governs, and in accordance with the laws of the United States.

7 10. The Plaintiffs, on behalf of themselves and each member of the
8 Settlement Class, and the other Settling Parties hereby irrevocably submit to the
9 jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of
10 or relating to this Stipulation, the applicability of this Stipulation, or the
11 enforcement of this Stipulation. The administration and consummation of the
12 Settlement as embodied in this Stipulation shall be under the authority of the
13 Court, and the Court shall retain jurisdiction for the purpose of entering orders
14 providing for awards of Attorneys' Fees and Expenses to Lead Counsel, Awards to
15 Plaintiffs, and enforcing the terms of this Stipulation.

16 11. None of the Settling Parties shall be considered to be the drafter
17 of this Stipulation or any provision hereof for purposes of any statute, case law, or
18 rule of interpretation or construction that would or might cause any provision to be
19 construed against the drafter hereof. Because of the arm's-length negotiations that
20 preceded the execution of this Stipulation, all Settling Parties have contributed
21 substantially and materially to the preparation of this Stipulation.

22 12. Neither this Stipulation, nor the fact of the Settlement, is an
23 admission or concession by the Defendant of liability or wrongdoing whatsoever.
24 This Stipulation shall not constitute a finding of the validity or invalidity of any
25 claims in the Litigation or of any wrongdoing by the Defendant named therein.
26 This Stipulation, the fact of settlement, the settlement proceedings, the settlement
27

1 negotiations, and any related documents, shall not be used or construed as an
2 admission of any fault, liability, or wrongdoing by any person or entity.

3 13. The Settling Parties intend the Settlement to be a final and
4 complete resolution of all claims and disputes asserted or that could be asserted by
5 the Settlement Class Members against the Released Parties with respect to the
6 Settled Claims. Accordingly, unless the Court's Order and Final Judgment
7 approving the Settlement does not become Final, the Settling Parties agree not to
8 assert in any forum that the Litigation was brought by Plaintiffs or defended by the
9 Defendant in bad faith or without a reasonable basis. Additionally, the Settling
10 Parties shall not assert any claims of any violation of Rule 11 of the Federal Rules
11 of Civil Procedure relating to the prosecution, defense, or settlement of the
12 Litigation. The Settling Parties agree that the amount paid and the other terms of
13 the Settlement were negotiated at arm's-length in good faith by the Settling Parties,
14 and reflect a settlement that was reached voluntarily after consultation with
15 experienced legal counsel.

16 14. The headings in this Stipulation are used for purposes of
17 convenience and ease of reference only and are not meant to have any legal effect,
18 nor are they intended to influence the construction of this Stipulation in any way.

19 15. The waiver of one Settling Party of any breach of this Stipulation
20 by any other Settling Party shall not be deemed a waiver of any other breach of this
21 Stipulation. The provisions of this Stipulation may not be waived except by a
22 writing signed by the affected Settling Party or counsel for that Settling Party. No
23 failure or delay on the part of any Settling Party in exercising any right, remedy,
24 power, or privilege under this Stipulation shall operate as a waiver thereof or of
25 any other right, remedy, power, or privilege of such Settling Party under this
26 Stipulation; nor shall any single or partial exercise of any right, remedy, power, or
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1 privilege under this Stipulation on the part of any Settling Party operate as a waiver
2 thereof or of any other right, remedy, power, or privilege of such Settling Party
3 under this Stipulation, or preclude further exercise thereof or the exercise of any
4 other right, remedy, power, or privilege.

5
6 16. The Settling Parties agree that nothing contained in this
7 Stipulation shall cause any Settling Party to be the agent or legal representative of
8 another Settling Party for any purpose whatsoever, nor shall this Stipulation be
9 deemed to create any form of business organization between the Settling Parties,
10 nor is any Settling Party granted any right or authority to assume or create any
11 obligation or responsibility on behalf of any other Settling Party, nor shall any
12 Settling Party be in any way liable for any debt of another Settling Party as a result
13 of this Stipulation except as explicitly set forth herein.

14 17. Defendant and any current officer, employee or director of Yingli
15 and their counsel represent that they will not encourage or otherwise influence (or
16 seek to influence) any Settlement Class Members to request exclusion from the
17 Settlement.

18 18. Defendant and any current officer, employee or director of Yingli
19 and their counsel represent that they will not encourage or otherwise influence (or
20 seek to influence) any Settlement Class Members to object to (i) the Settlement,
21 (ii) Lead Counsel's request for attorneys' fees and expenses, or awards to
22 Plaintiffs, or (iii) the Plan of Allocation.

23 19. The Defendant has denied, and continues to deny, any and all
24 allegations and claims asserted in the Litigation. The Defendant is entering into
25 the Settlement solely in order to eliminate the burden, expense and uncertainties of
26 further litigation.

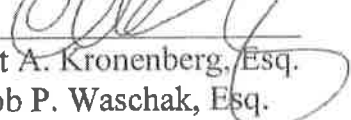
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2 Dated: June 11, 2018

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