

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

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: IN RE FUQI INTERNATIONAL, INC. : 10 Civ. 2515 (DAB)
: SECURITIES LITIGATION :
: :
: :
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: This Document Relates To: :
: All Actions :
: :
: :
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I. GENERAL INSTRUCTIONS FOR COMPLETING PROOF OF CLAIM AND RELEASE

1. To recover as a Member of the Class (defined below) based on your claims in the action entitled, *In re Fuqi International, Inc.*, Civil Action No. 10 Civ. 2515 (DAB) (the “Action”), you must complete and, on page 9 hereof, sign this Proof of Claim and Release. Even if you do not fill out this Proof of Claim and Release, any and all claims you may have against the Defendants in this Action are released to the full extent defined below by virtue of your participation in this Class Action as a non-excluded Class Member. If you fail to file a properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement of the Action.

2. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of Settlement in the Action.

3. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE April 21, 2015, ADDRESSED AS FOLLOWS:

In re Fuqi International, Inc. Securities Litigation
Claims Administrator
c/o Angeion Group
1801 Market Street, Suite 660
Philadelphia, PA 19103

If you are NOT a Member of the Class, as defined in the Notice of Proposed Settlement of Class Action, Motion for Attorneys’ Fees and Settlement Fairness Hearing (“Notice”), DO NOT submit a Proof of Claim and Release form.

4. If you are a Member of the Class, and you did not timely and validly request exclusion in connection with the proposed Settlement, you are bound by the terms of any Judgment entered in the Action, including the Release provided in the Settlement Agreement, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.

II. DEFINITIONS

5. “Claims Administrator” means Angeion Group.

6. “Class” means

All persons or entities who purchased Fuqi common stock between May 15, 2009, and March 27, 2011, inclusive, and were purportedly damaged thereby, and/or a Subclass consisting of all those who purchased or otherwise acquired Fuqi common stock pursuant to or traceable to the Secondary Offering on or about July 22, 2009. Excluded from the Class, including the Subclass, are Defendants herein, the officers and directors of the Company, at all relevant times, members of their immediate families, any entity in which any Defendant has or had a legal controlling interest, and the legal representatives, heirs, successors, or assigns of any Defendant.

7. Also excluded from the Class are those Persons who timely and validly request exclusion from the Class by the January 29, 2015 deadline pursuant to the Notice of Proposed Settlement of Class Action, Motion For Attorneys’ Fees and Settlement Fairness Hearing.

8. “Class Member” or “Member of the Class” means a Person who falls within the definition of the Class.

9. “Defendants” mean Fuqi International, Inc. (“Fuqi”), Yu Kwai Chong, Ching Wan Wong, Lie Xi Zhuang, Lily Lee Chen, Eileen B. Brody, Victor A. Hollander, Jeff Haiyong Liu, William Blair & Co., Oppenheimer & Co. Inc., and Cowen and Company, LLC.

10. “Fuqi” means Fuqi International, Inc.

11. “Parties” means, collectively, each of the Defendants, and the Lead Plaintiffs on behalf of themselves and the Class Members.

12. “Released Claims” means any and all past or present claims (including Unknown Claims), complaints, demands, losses, obligations, judgments, suits, matters, rights, liabilities, allegations of liability, restitution, and causes of action of every kind or nature whatsoever (including, but not limited to, all claims for damages, interest, attorneys’ fees and expert consulting fees and all other costs, expenses and liabilities whatsoever), whether based at law or in equity, on federal, state, local, foreign, statutory or common law or on any other law, rule, or regulation (including, but not limited to, any claims arising under federal, state or foreign law, common law, statute, rule, or regulation arising out of or relating to any acts, omissions, disclosures, public filings, registration statements, financial statements, audit opinions, or statements of any kind by the Defendants, and each of them, and those people acting under their control, including without limitation, claims for negligence, gross negligence, constructive or actual fraud, violations of the federal or state securities laws, negligent misrepresentation, conspiracy, or breach of fiduciary or any other duty), whether known or unknown, concealed or hidden, accrued or not accrued, foreseen or unforeseen, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, asserted or unasserted, matured or not matured, that were asserted or that could have been asserted directly, indirectly, representatively or in any other capacity, at any time, in any court, tribunal, forum or proceeding by Plaintiffs against the Released Persons arising out of or based upon: the purchase, acquisition, sale, or disposition of any publicly traded shares of common stock of Fuqi by any Plaintiff during the Class Period; the allegations that were made or could have been made in the Action; and any of the facts, transactions, events, occurrences, disclosures, statements, acts, omissions or failures to act which were or that could have been asserted by Plaintiffs in the Action. “Released Claims” do not include (i) claims to enforce the Settlement; (ii) claims against Fuqi’s auditors, Stonefield Josephson, Inc. or any of its successors,

including Marcum, Inc. (collectively, “Stonefield”), which are expressly not being released; or (iii) claims by the Underwriter Defendants against Fuqi for the reimbursement of legal fees and expenses incurred by the Underwriter Defendants in defending the Action.

13. “Released Persons” means each and all of the Defendants, their past, present and future directors, officers, partners, members, employees, controlling shareholders, present and former attorneys, consultants, financial or investment advisors, commercial bankers, underwriters, banks or investment banks, advisors, engineers, principals or agents (including, without limitation, those acting on behalf of or at the direction of Fuqi or the Individual Defendants), personal or legal representatives, estates, insurers, reinsurers, predecessors, successors, parent entities, affiliates, subsidiaries, divisions, assigns, spouses, heirs, devisees, executors, trustees, administrators, or related or affiliated entities, any partnership in which a Defendant is a general or limited partner, any entity in which a Defendant has a controlling interest, any member of an Individual Defendant’s immediate family, or any trust or foundation of which any Defendant is the settlor or which is for the benefit of any Individual Defendant and/or member(s) of his family. Insurers providing director and officer insurance coverage to present and former directors and officers of Fuqi are expressly included in the definition of Released Persons. “Released Persons” do not include Fuqi’s auditors, Stonefield or any of Stonefield’s successors, including Marcum, Inc.

14. “Unknown Claims” shall collectively mean any and all Released Claims which Plaintiffs or any Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this Settlement. Unknown Claims include those claims in which some or all of the facts comprising the claim may be suspected, or even undisclosed, concealed, or hidden. Notwithstanding the choice of law provisions in this Stipulation, with respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs shall expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code §1542, which provides:

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

Plaintiffs shall expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable or equivalent in effect to California Civil Code §1542. Plaintiffs and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiffs shall expressly and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing, heretofore have existed, or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law, rule or regulation, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the Judgment to have

acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

III. CLAIMANT IDENTIFICATION

15. If you purchased or acquired Fuqi common stock and held the certificate(s) in your name, you are the beneficial owner as well as the record holder. If, however, the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm through which you purchased the stock, you are the beneficial owner and the third party is the record holder.

16. Use Part I of this form entitled “Claimant Identification” to identify each holder of record (“nominee”), if different from the beneficial owner of Fuqi securities which form the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL OWNER(S), OR THE LEGAL REPRESENTATIVE OR PERSON AUTHORIZED TO ACT ON BEHALF OF SUCH OWNER(S) OF THE FUQI COMMON STOCK UPON WHICH THIS CLAIM IS BASED.**

17. All joint owners must sign this claim. Executors, administrators, guardians, conservators and trustees or others authorized to act on behalf of a beneficial owner, must complete and sign this claim on behalf of Persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The last four digits of the Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

IV. CLAIM FORM

18. Use Part II of this form entitled “Schedule of Transactions in Fuqi Common Stock” to supply all required details of your transaction(s) in Fuqi common stock. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

19. On the schedules, provide all of the requested information with respect to all of your purchases/acquisitions and all of your sales of Fuqi common stock which took place at any time between May 15, 2009 and March 27, 2011, inclusive (the “Class Period”), and/or your purchases/acquisitions and all of your sales of Fuqi common stock pursuant to or traceable to the Secondary Offering on or about July 22, 2009, and all of your purchases and all of your sales of Fuqi common stock that took place at any time between March 27, 2011 and the date this form is completed, whether such transactions resulted in a profit or a loss. You must also list all shares of Fuqi common stock you held as of the beginning of trading on May 15, 2009, on March 28, 2011 and on June 24, 2011. Failure to report all such transactions may result in the rejection of your claim.

20. List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day and year of each transaction you list.

21. Copies of broker confirmations, brokerage statements reflecting your transactions, or other documentation of your transactions in Fuqi common stock should be attached to your claim. If you do not have documentation from your broker, you may also attach any documents or schedules that you attached to any federal tax return that reflect your purchases and sales of Fuqi common stock. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

22. The above requests are designed to provide the minimum amount of information necessary to process the simplest claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your losses. In some cases where the Claims Administrator cannot

perform the calculation accurately or at a reasonable cost to the Class with the information provided, the Claims Administrator may condition acceptance of the claim upon the production of additional information that it may, in its discretion, require to process the claim and/or the hiring of an accounting expert at the Claimant's cost.

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All claimants **MUST** submit a manually signed paper Proof of Claim and Release whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at 1-877-351-0335 or visit their website at www.fuqiclasssettlement.com to obtain the required file layout. No electronic files 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.

PROOF OF CLAIM AND RELEASE

**PLEASE COMPLETE PAGES 6 THROUGH 12 BELOW AND MAIL THEM
ALONG WITH SUPPORTING DOCUMENTATION TO THE CLAIMS ADMINISTRATOR**

Must Be Postmarked No Later Than: April 21, 2015

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

In re Fuqi International, Inc. Securities Litigation

Civil Action No. 10 Civ. 2515 (DAB)

Please Type or Print

PART I: CLAIMANT IDENTIFICATION

Beneficial Owner's Name (First, Middle, Last)

Co-Owner's Name (First, Middle, Last), if applicable

Street Address

City

State

Zip Code or Postal Code

Foreign Province

Foreign Country

Check One: ___ Individual or ___ Corporation/Other

Last 4 digits of Social Security Number or Taxpayer Identification Number: _____

(_____) _____ - _____
Area Code Telephone Number

Email Address

Record Holders's Name (if different from beneficial owner listed above)

PART II: SCHEDULE OF TRANSACTIONS IN FUQI COMMON STOCK

A. Number of shares of Fuqi common stock held at the **beginning of trading on May 15, 2009**: _____

B. **PURCHASES OR ACQUISITIONS** of Fuqi common stock (**May 15, 2009 – June 24, 2011**, inclusive):

	Trade Date Month/Day/Year	Number of Shares Purchased or Acquired	Price Per Share	Total Amount Paid or Total Acquisition Amount	Was this Pursuant to Secondary Offering on or about 7/22/2009 (Y/N)
1.					____ (Y) or ____ (N)
2.					____ (Y) or ____ (N)
3.					____ (Y) or ____ (N)

(Please attach additional pages as necessary.)

C. Total Shares Purchased or acquired of Fuqi common stock from **June 25, 2011 through the date this form is completed**: _____

D. **SALES** of Fuqi common stock from **May 15, 2009 to the date this form is completed**,

	Trade Date Month/Day/Year	Number of Shares SOLD	Price Per Share	Total Amount Amount Received
1.				
2.				
3.				

(Please attach additional pages as necessary.)

(CONTINUE TO NEXT PAGE)

- E. Number of shares of Fuqi common stock held at the **close of trading on March 27, 2011:** _____
(If none, write "zero" or "0")

- F. Number of shares of Fuqi common stock held at the **close of trading on June 24, 2011:** _____
(If none, write "zero" or "0")

- G. Number of shares of Fuqi common stock owned on **the date this form is completed:** _____
(If none, write "zero" or "0")

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

YOU MUST READ AND SIGN THE RELEASE ON PAGE 9. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

V. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We), _____ submit this Proof of Claim and Release under the terms of the Stipulation of Settlement dated as of September 8, 2014 (“Settlement Agreement”) 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 Class Member (as defined in the Notice) and for purposes of enforcing the release 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 the Action. I (We) agree to furnish additional information to Lead Counsel for Plaintiffs and/or the Claims Administrator to support this claim if required to do so. I (We) have not submitted any other claim covering the same purchases/acquisitions or sales of Fuqi common stock during the Class Period and know of no other Person having done so on my (our) behalf.

VI. RELEASE

23. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, relinquish and discharge, all of the Released Claims against each and all of the Defendants and the Released Persons.

24. This Release shall be of no force or effect unless and until the Court approves the Settlement Agreement and it becomes effective on the Effective Date.

25. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this Release or any other part or portion thereof.

VII. CERTIFICATION

Under penalty of perjury, I (we) hereby certify and represent that I (we) have included information about all of my (our) holdings of Fuqi common stock at the beginning of trading on May 15, 2009; all of my (our) purchases and sales of Fuqi common stock from May 15, 2009 to the date of this certification, inclusive; all of my (our) purchases of Fuqi common stock in the Secondary Offering; the number of shares of Fuqi common stock held by me (us) at the close of trading on March 27, 2011 and on June 24, 2011 as well as the number of shares of Fuqi common stock held by me (us) as of the date of this certification and that such information is true and correct to the best of my (our) knowledge. By executing this certification, I (we) acknowledge and agree to be bound by the Release set forth above.

I (We) hereby warrant and represent that I am (we are) not excluded from the Class, as defined in the Notice.

I (We) declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this _____ day of _____,
(Month/Year)

in _____,
(City) (State/Country)

Beneficial Owner (Sign your name here)

(Type or print your name here)

Co-Owner (Sign your name here)

(Type or print your name here)

(Capacity of person(s) signing, e.g. Beneficial Purchaser, Executor or Administrator)

SUBSTITUTE FORM W-9
Request for Taxpayer Identification Number (“TIN”) and Certification

PART I

NAME: _____

Check appropriate box:

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Individual/Sole Proprietor | <input type="checkbox"/> Pension Plan |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> IRA | <input type="checkbox"/> Trust |
| <input type="checkbox"/> Other | |

Enter TIN on appropriate line.

- o For individuals, this is your Social Security Number (“SSN”).
- o For sole proprietors, you must show your individual name, but you may also enter your business or “doing business as” name. You may enter either your SSN or your Employer Identification Number (“EIN”).
- o For other entities, it is your EIN.

____ - ____ - _____ or ____ - _____
Social Security Number Employer Identification Number

PART II

For Payees Exempt from Backup Withholding

If you are exempt from backup withholding, enter your correct TIN in Part I and write “exempt” on the following line: _____

PART III

Certification

UNDER THE PENALTY OF PERJURY, I (WE) CERTIFY THAT:

1. The number shown on this form is my correct TIN; and
2. 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 Internal Revenue Service that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the Internal Revenue Service has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, you must cross out Item 2 above.

SEE ENCLOSED FORM W-9 INSTRUCTIONS

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this _____ day of _____,
(Month/Year)

in _____, _____.
(City) (State/Country)

(Sign your name here)

(Type or print your name here)

(Capacity of person(s) signing, *e.g.*,
Beneficial Purchaser, Executor or
Administrator)

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.

THANK YOU FOR YOUR PATIENCE.

Reminder Checklist:

1. Please sign both the claim form at Paragraph VII and the Substitute Form W-9 above.
2. Remember to attach supporting documentation, if available.
3. Do not send original stock certificates.
4. Keep a copy of your claim form and all supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send us your new address.