# NOTICE OF CLASS ACTION MEMORANDUM

DATE: OCTOBER 01, 2018

SECURITY DESCRIPTION: YINGLI GREEN ENERGY HOLDING ADR

ISIN: US98584B1035

**HEARING DATE: DECEMBER 10, 2018** 

**EXCLUSION DATE: NOVEMBER 20, 2018** 

PROOF OF CLAIM DEADLINE: DECEMBER 08, 2018

Enclosed for your consideration is a Notice of Pendency of Class Action, Proposed Settlement of Class Action, and Proof of Claim involving the above-mentioned Security. Kindly note that if you wish to participate in the settlement please complete the enclosed Proof of Claim and forward it together with any supporting documentation if required, postmarked no later than DECEMBER 08, 2018: to the following address:

# **CLAIMS ADMINISTRATOR:**

Yingli Securities Litigation C/O RG/2 Claims Administration LLC Post Office Box 959479 Philadelphia, PA 19102-9479 Website:www.rg2claims.com/yingli.html

Telephone: 866-742-4955

Fax: 215-979-1695

Email: info@rg2claims.com

Contact your account representative if you require additional information relating to activity within your account during the class action period.

Kind Regards, Corporate Actions/ Reorganization Department

# UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA

KEVIN KNOX; NOE BAROCIO; SALVADOR | Master File No.: CONYBEAR, each CINDY BAROCIO; individually and on behalf of all others similarly situated,

2:15-cv-04003-ODW (MRWx)

Plaintiffs,

٧.

HOLDING ENERGY GREEN YINGLI COMPANY LIMITED; LIANSHENG MIAO; YIYU WANG; and ZONGWEI "BRYAN" LI,

Defendants.

AND RELATED CASES

This Document Relates To: All Actions

AND PENDENCY NOTICE OF SETTLEMENT OF CLASS ACTION

# NOTICE OF PENDENCY AND SETTLEMENT OF CLASS ACTION

If you purchased or otherwise acquired American Depository Shares ("ADS") of Yingli Green Energy Holding Company Limited ("Yingli" or the "Company") during the period from December 2, 2010 through and including May 15, 2015, you could get a payment from a class action settlement (the "Settlement").

Under law, a federal court has authorized this notice.

- If approved by the Court, the Settlement will provide \$1,200,000 in cash (the "Settlement Amount"), to pay claims of investors who purchased Yingli ADS during the period from December 2, 2010 through and including May 15, 2015 (the "Class Period"), and were damaged thereby.
- The Settlement represents an average recovery of \$0.0093 per Yingli ADS for the 129 million ADSs outstanding as of May 15, 2015, the end of the Class Period. An ADS may have been traded more than once during the Class Period. This estimate solely reflects the average recovery per outstanding Yingli ADS. The indicated average recovery per share will be the total average recovery for all purchasers of that share. This is not an estimate of the actual recovery per share you should expect. Your actual recovery will depend on the aggregate losses of all Class Members, the date(s) you purchased and sold Yingli ADS, and the total number and amount of claims filed.

- Attorneys for the Plaintiffs ("Lead Counsel") intend to ask the Court to award them fees of twenty-five percent (25%) of the Settlement Amount (\$300,000 in cash) and reimbursement of litigation expenses of no more than \$100,000 and an award to the Plaintiffs not to exceed \$18,000 in total. Collectively, the maximum amount of attorneys' fees and expenses are estimated to average \$0.0033 per share of Yingli ADS. If approved by the Court, these amounts will be paid from the Settlement Fund.
- The approximate recovery, after deduction of attorneys' fees and expenses approved by the Court, is an average of \$0.0060 per Yingli ADS. This estimate is based on the assumptions set forth in the preceding paragraph. Your actual recovery, if any, will vary depending on your purchase price and sales price, and the number and amount of claims filed.
- The Settlement resolves the lawsuit concerning whether Yingli and certain of its officers and directors made false and misleading statements in its financial statements filed with the Securities and Exchange Commission ("SEC") during the Class Period.
- Defendant Yingli denies all allegations of misconduct and liability.
- 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 NO LATER THAN DECEMBER 8, 2018	The only way to get a payment.
EXCLUDE YOURSELF NO LATER THAN NOVEMBER 20, 2018	Get no payment. This is the only option that allows you to be part of any other lawsuit against Defendant Yingli and its current or former officers and directors about the legal claims in this case.
OBJECT NO LATER THAN NOVEMBER 20, 2018	Write to the Court about why you do not like the settlement.
GO TO A HEARING ON DECEMBER 10, 2018	Speak in Court about the fairness of the settlement.
DO NOTHING	Get no payment. Give up rights.

## **INQUIRIES**

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

P.O. Box 59479 Philadelphia, PA 19102-9479 Tel.: 866-742-4955 Fax: 215-979-1695  P.O. Box 59479 New	P.A. Iadison Avenue, 34th Floor W York, NY 10016 El.: 212-686-1060 ax: 212-202-3827 o@rosenlegal.com
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# COMMON QUESTIONS AND ANSWERS CONCERNING THE SETTLEMENT

# 1. Why did I get this Notice?

You or someone in your family may have acquired Yingli American Depository Shares during the Class Period.

### 2. What is this lawsuit about?

The case is known as Knox v. Yingli Green Energy Holding Company, Limited et al., Case No. 2:15-cv-04003-ODW (MRWx) (the "Litigation"), and the Court in charge of the case is the United States District Court for the Central District of California.

The Litigation is about whether Defendant violated the federal securities laws by making false and misleading statements to the investing public as set out in the Complaint. Specifically, the Complaint alleges that during the Class Period, Defendant failed to inform investors that the Chinese solar subsidy program that it relied upon, Golden Sun, faced likely termination due to widespread fraud. The Complaint further alleges that one of Yingli's largest customers, Shanghai Chaori Solar Energy Science & Technology Company, Ltd., among others, could not pay its bills due to Yingli, requiring Yingli to recognize millions of dollars in bad debts, which it did not do. The Court dismissed the Litigation, and Plaintiffs filed an appeal.

Defendant disputes Plaintiffs' allegations. The District Court granted Defendant's motion dismissing Plaintiffs' lawsuit with prejudice. The parties agreed to settle after Plaintiffs appealed the dismissal of their lawsuit.

The Settlement resolves all of the claims in the Class Action against Defendant.

# 3. Why is this a class action?

In a class action, one or more persons and/or entities, called Lead Plaintiff(s) and/or Class Representatives, sue on behalf of all persons and/or entities who have similar claims. All of these persons and/or entities are referred to collectively as a Class, and these individual persons and/or entities are known as Class Members. One court resolves all of the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

# 4. Why is there a Settlement?

Plaintiffs and Defendant do not agree regarding the merits of Plaintiffs' allegations with respect to liability or the average amount of damages per share that would be recoverable if Plaintiffs were to prevail at trial on each claim. The issues on which the Plaintiffs and the Defendant disagree include: (1) whether Yingli and its officers made false and misleading statements; (2) whether Yingli and its officers made these statements knowingly; (3) whether the statements were the cause of the Class Members' alleged damages; and (4) the amount of damages, if any, suffered by the Class Members.

The District Court dismissed this lawsuit with prejudice. This case settled after Plaintiffs filed an appeal of the dismissal of the lawsuit. The Plaintiffs and Lead Counsel believe the settlement is best for all Class Members because of the risks associated with continued litigation and the nature of the defenses raised by the Defendant. Even if Plaintiffs won their appeal and subsequently prevailed at trial, Plaintiffs might not be able to collect some, or all, of the judgment.

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

To be a Class Member, you must have purchased or otherwise acquired Yingli American Depository Shares during the period from December 2, 2010 and May 15, 2015, inclusive, and been damaged thereby.

# 6. Is anyone excluded from participating in the Class?

Yes. Excluded from the Class are Yingli, its current and former officers and directors, certain Released Parties (as that term is defined in the Stipulation), as well as the heirs, parents, spouses, or children living in the housefold of any such persons, and any legal entity more than 50% owned by such persons. Also, if you exclude yourself from the Class, as described below, you are not a part of the Class, and you will not be able to share in the Settlement Fund.

# 7. What does the Settlement provide?

#### a. What is the Settlement Fund?

The proposed Settlement will create a Settlement Fund comprised of \$1,200,000 in cash. The Settlement is subject to Court approval. Also, subject to the Court's approval, a portion of the Settlement Fund will be used to pay Plaintiffs' attorneys' fees and reasonable litigation expenses, and any award to the Plaintiffs. A portion of the Settlement Fund also will be used to pay taxes due on interest earned by the Settlement Fund. After the foregoing deductions from the Settlement Fund have been made, the amount remaining (the "Net Settlement Fund") will be distributed to Class Members who submit valid claims.

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

Your share of the Net Settlement Fund will or may depend on: (i) the number of claims filed; (ii) the dates you purchased and sold Yingli ADS; (iii) the prices of your purchases and sales; and (iv) the amount awarded by the Court to Plaintiffs and Lead Counsel for attorneys' fees, costs, and expenses.

# PROPOSED PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

The Plan of Allocation is a matter separate and apart from the proposed Settlement, and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement. The Court may approve the Plan of Allocation with or without modifications agreed to among the parties, or another plan of allocation, without further notice to Settlement Class Members. Any orders regarding a modification of the Plan of Allocation will be posted to the Settlement Administrator's website, www.rg2claims.com/Yingli.html.

The Settlement Administrator shall determine each Authorized Claimant's pro rata share of the Net Cash Settlement Amount based upon each Authorized Claimant's Recognized Claim. Please Note: The Recognized Claim formula, set forth below, is not intended to be an estimate of the amount of what a Settlement Class Member might have been able to recover after a trial, nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Claim formula is the basis upon which the Net Cash Settlement Amount will be proportionately allocated to the Authorized Claimants. To the extent there are sufficient funds remaining in the Net Cash Settlement Amount, each Authorized Claimant will receive an amount equal to the Authorized Claimant's Recognized Claim. If, however, the Net Cash Settlement Amount is not sufficient to permit payment of the total Recognized Claim of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Cash Settlement Amount that each Authorized Claimant's Recognized Claim bears to the total Recognized Claims of all Authorized Claimants (i.e., "pro rata share"). Payment in this manner shall be deemed conclusive against all Authorized Claimants. No distribution will be made on a claim where the potential distribution amount is less than fifteen dollars (\$15.00) in cash.

If any of the Net Cash Settlement Amount remains by reason of uncashed checks, or otherwise, after the Settlement Administrator has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in the distribution of the Net Cash Settlement Amount cash their distribution checks, then any balance remaining in the Net Settlement Fund one (1) year 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 or to pay any late, but otherwise valid and fully documented claims received after the cut-off date used to make the initial distribution, provided that such distributions to any late post-distribution claimants meet all of the other criteria for inclusion in the initial distribution, including the \$15.00 minimum check amount set forth in the Internet Notice; and (ii) second, to make a second distribution to Authorized Claimants who cashed their checks from the initial distribution and who would receive at least \$15.00 from such second distribution, if such second distribution is economically feasible. If six (6) months after such second distribution, if undertaken, or if such second distribution is not undertaken, any funds shall remain in the Net Cash Settlement Amount after the Settlement Administrator has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in this Settlement cash their checks, any funds remaining in the Net Cash Settlement Amount shall be donated to the Legal Aid Foundation of Los Angeles or any not-for-profit successor of it.

# THE BASIS FOR CALCULATING YOUR RECOGNIZED CLAIM:

Each Authorized Claimant shall be allocated a *pro rata* share of the Net Cash Settlement Amount based on his, her or its Recognized Claim as compared to the total Recognized Claims of all Authorized Claimants.

For each Yingli ADS purchased (or otherwise acquired) during the Settlement Class Period (*i.e.*, December 2, 2010 and May 15, 2015, inclusive), the Recognized Claim per ADS will be calculated as follows:

- 1) For Yingli ADS purchased between December 2, 2010 and March 25, 2013, inclusive:
  - a. For ADS retained at the end of trading on March 25, 2013, the Recognized Claim shall be the lesser of:
    - (1) \$0.51 per ADS; or
    - the difference between the purchase price per ADS and sale price per ADS (if the ADS was sold).
  - b. For ADS sold between December 2, 2010 and March 25, 2013, inclusive, the Recognized Claim shall be zero.
- 2) For Yingli ADS purchased between March 26, 2013, and April 22, 2013, inclusive, the Recognized Claim shall be zero.
- 3) For shares of Yingli ADS purchased between April 23, 2013 and May 15, 2015, inclusive:
  - a. For ADS retained at the end of trading on August 12, 2015, the Recognized Claim shall be the lesser of:
    - (1) \$1.11 per ADS; or
    - (2) the difference between the purchase price per ADS and \$0.85 per ADS.
  - b. For ADS sold between April 23, 2013 and May 15, 2015, inclusive, the Recognized Claim shall be zero.
  - c. For ADS sold between May 18, 2015 and August 12, 2015, inclusive, the Recognized Claim shall be the lesser of:
    - (1) \$1.11 per ADS; or
    - (2) the difference between the purchase price per ADS and the average closing price as of date of sale provided in Table A below.

In the calculation of Recognized Claim, all purchase and sale prices shall exclude any fees, taxes and commissions. If a Recognized Claim amount is a negative number, the Recognized Claim shall be \$0.00.

Table A

		Average			Average
	Closing	Closing		Closing	Closing
<u>Date</u>	Price	<u>Price</u>	Date	<u>Price</u>	<u>Price</u>
5/18/2015	\$1.49	\$1.62	7/1/2015	\$1.19	\$1.22
5/19/2015	\$0.94	\$1.38	7/2/2015	\$1.15	\$1.19
5/20/2015	\$1.17	\$1.20	7/6/2015	\$1.07	\$1.14
5/21/2015	\$1.13	\$1.08	7/7/2015	\$1.01	\$1.08
5/22/2015	\$1.12	\$1.14	7/8/2015	\$0.96	\$1.01
5/26/2015	\$1.13	\$1.13	7/9/2015	\$0.91	\$0.96
5/27/2015	\$1.02	\$1.09	7/10/2015	\$0.99	\$0.95
5/28/2015	\$1.02	\$1.06	7/13/2015	\$1.00	\$0.97
5/29/2015	\$1.01	\$1.02	7/14/2015	\$1.01	\$1.00
6/1/2015	\$1.04	\$1.02	7/15/2015	\$0.96	\$0.99
6/2/2015	\$1.05	\$1.03	7/16/2015	\$0.97	\$0.98
6/3/2015	\$1.07	\$1.05	7/17/2015	\$1.00	\$0.98
6/4/2015	\$1.06	\$1.06	7/20/2015	\$0.95	\$0.97
6/5/2015	\$1.31	\$1.15	7/21/2015	\$0.96	\$0.97
6/8/2015	\$1.22	\$1.20	7/22/2015	\$0.94	\$0.95
6/9/2015	\$1.15	\$1.23	7/23/2015	\$0.92	\$0.94
6/10/2015	\$1.17	\$1.18	7/24/2015	\$0.95	\$0.94
6/11/2015	\$1.29	\$1.20	7/27/2015	\$0.89	\$0.92
6/12/2015	\$1.24	\$1.23	7/28/2015	\$0.86	\$0.90
6/15/2015	\$1.22	\$1.25	7/29/2015	\$0.88	\$0.88
6/16/2015	\$1.21	\$1.22	7/30/2015	\$0.85	\$0.86
6/17/2015	\$1.22	\$1.22	7/31/2015	\$0.86	\$0.86
6/18/2015	\$1.30	\$1.24	8/3/2015	\$0.83	\$0.85
6/19/2015	\$1.40	\$1.31	8/4/2015	\$0.80	\$0.83
6/22/2015	\$1.39	\$1.36	8/5/2015	\$0.78	\$0.80
6/23/2015	\$1.35	\$1.38	8/6/2015	\$0.84	\$0.81
6/24/2015	\$1.31	\$1.35	8/7/2015	\$0.85	\$0.82
6/25/2015	\$1.35	\$1.34	8/10/2015	\$0.86	\$0.85
6/26/2015	\$1.33	\$1.33	8/11/2015	\$0.85	\$0.85
6/29/2015	\$1.23	\$1.30	8/12/2015	\$0.83	\$0.85
6/30/2015	\$1.23	\$1.26			

All Class Members whose claims are not approved by the Court will be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of the Settlement, including the terms of the Order and Final Judgment to be entered in the Action and will be barred from bringing any Settled Claims against Defendant or any of the Released Parties, including Unknown Claims (as those terms are defined in the Proof of Claim and Internet Notice and in the Stipulation and Agreement of Settlement, which is available on the Internet at www.rg2claims.com/Yingli.html, or through the mail upon request to the Claims Administrator). The Plan of Allocation is subject to Court approval and may be modified by the Court.

# 8. How can I get a payment?

To qualify for a payment, you must send in a form entitled "Proof of Claim and Release." This claim form is available on the Internet at www.rg2claims.com/Yingli.html or the Claims Administrator can send you a copy directly. A copy can be requested at the toll free phone number or email address set forth below. Read the instructions carefully, fill out the form, sign it in the location indicated, and mail the claim form together with all documentation requested in the form, postmarked no later than December 8, 2018, to:

Yingli Securities Litigation RG/2 Claims Administration LLC P.O. Box 59479 Philadelphia, PA 19102-9479 Tel.: 866-742-4955 Fax: 215-979-1695

info@rg2claims.com

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

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

Unless you exclude yourself, you will remain in the Class. That means that if the Settlement is approved, you and all Class Members will release all claims (and therefore agree never to sue, continue to sue, or be part of any other lawsuit) against Defendant and its current and former officers and directors and certain other persons, known as "Released Parties." Released Parties is defined in the Stipulation.

You do not release the Released Parties from any claim or action to enforce the Settlement.

Remaining in the Class also means that all of the Court's orders will apply to you and legally bind you. If you sign the claim form, you are agreeing to a "Release of Claims," which will bar you from ever filing a lawsuit against any Released Party to recover losses from the acquisition or sale of Yingli ADS during the Class Period, except to enforce the Settlement. That means you will accept a share in the Net Settlement Fund as sole compensation for any losses you have suffered in the acquisition and sale of Yingli ADS during the Class Period.

# 10. How do I get out of the Settlement?

If you do not want to receive a payment from this Settlement, and you want to keep any right you may have to sue or continue to sue the Defendant on your own based on the legal claims raised in this Class Action, then you must take steps to get out of the Settlement. This is called excluding yourself from – or "opting out" of – the Settlement. To exclude yourself from the Settlement, you must mail a letter stating you want to be excluded as a Class Member from Knox v. Yingli Green Energy Holding Co. Ltd. et al., Case No. 2:15-cv-04003-ODW (MRWx). Be sure to include your name, address, telephone number and your signature, along with an accurate list of all of your purchases and sales of Yingli ADS. You must mail your exclusion request, postmarked no later than November 20, 2018, to:

Yingli Securities Litigation RG/2 Claims Administration LLC P.O. Box 59479 Philadelphia, PA 19102-9479

You cannot exclude yourself by telephone or by e-mail. If you ask to be excluded, you will not receive a settlement payment, and you cannot object to the Settlement. If you ask to be excluded, you will not be legally bound by anything that happens in this Class Action.

# 11. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant or any of the released parties for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately, since you may have to exclude yourself from this Class to continue your own lawsuit.

# 12. Do I have a lawyer in this case?

The Court appointed The Rosen Law Firm, P.A. as Lead Counsel, also referred to as Class Counsel, to represent you and the 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.

# 13. How will the lawyers be paid?

Lead Counsel has not been paid any attorneys' fees to date. Lead Counsel has prosecuted this action on a contingent fee basis and has paid for all of the expenses of the litigation themselves. Lead Counsel has done so with the expectation that if they are successful in recovering money for the 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. Lead Counsel will not receive attorneys' fees or be reimbursed for their litigation expenses except from the Settlement Fund. Therefore, Lead 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 25% of the value of the Settlement Fund, and for reimbursement of reasonable litigation expenses not to exceed \$100,000, and may also seek an award to the Plaintiffs not to exceed \$18,000 in total. The Court may award less than these amounts. Any amounts awarded by the Court will come out of the Settlement Fund.

#### 14. How do I tell the Court that I do not like the Settlement?

You can tell the Court you do not agree with the Settlement, any part of the Settlement, or Lead Counsel's motion for attorneys' fees, and that you think the Court should not approve the Settlement, by mailing a letter stating that you object to the Settlement in the matter of Knox v. Yingli Green Energy Holding Co. Ltd. et al., Case No. 2:15-cv-04003-ODW (MRWx). Be sure to include your name, address, telephone number, your signature, a list of your purchases and sales of Yingli ADS in order to show your membership in the Class, and all of the reasons you object to the Settlement. Be sure to mail the objections to each of the two different places listed below, postmarked no later than November 20, 2018, so the Court will consider your views:

Laurence M. Rosen, Esq. THE ROSEN LAW FIRM, P.A. 275 Madison Avenue, 34th Floor New York, NY 10128

Lead Counsel

Chet Kronenberg, Esq. SIMPSON THACHER & BARTLETT LLP 1999 Avenue of the Stars, 29th Floor Los Angeles, CA 90067

Counsel for Defendant

#### 15. What is the difference between objecting and requesting exclusion?

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

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

The Court will hold a Settlement Hearing on December 10, 2018 at 1:30 p.m., at the United States District Court for the Central District of California, 350 W. First Street, 5th Floor, Los Angeles, CA 90012.

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 Lead Counsel for attorneys' fees and expenses.

# 17. Do I have to come to the hearing?

No. Lead 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.

# 18. What happens if I do nothing at all?

If you do nothing, you will not receive a payment from the Settlement. However, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the claims made in this case ever again.

# SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If, from December 2, 2010 through May 15, 2015, inclusive, you purchased, otherwise acquired, or sold Yingli ADS 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 THE POSTCARD NOTICE, you either (a) provide to the Claims Administrator the name and last known address of each person or organization for whom or which you purchased such Yingli ADS 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 Yingli ADS. 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 of your reasonable out-of-pocket research expenses and actual expenses incurred in connection with the mailing of Postcard Notices, up to a maximum of \$0.60 per notice (including postage associated with mailing the Postcard Notices). Those expenses will be paid upon request and submission of appropriate supporting documentation. Reimbursement will not be made for the mailing of Proof of Claim forms, the mailing of the Notice of Pendency and Settlement, nor for the mailing of other settlement related documents. All communications regarding the foregoing should be addressed to the Claims Administrator at the address listed below.

DATED: August 30, 2018

BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

# YINGLI SECURITIES LITIGATION PROOF OF CLAIM AND RELEASE

Deadline for Submission: December 8, 2018

IF YOU PURCHASED AMERICAN DEPOSITORY SHARES OF YINGLI GREEN ENERGY HOLDING COMPANY LIMITED, ("YINGLI") DURING THE PERIOD FROM DECEMBER 2, 2010 THROUGH MAY 15, 2015, INCLUSIVE (THE "CLASS PERIOD"), YOU ARE A "CLASS MEMBER" AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT PROCEEDS.

IF YOU ARE A CLASS MEMBER, YOU MUST COMPLETE AND SUBMIT THIS FORM IN ORDER TO BE ELIGIBLE FOR ANY SETTLEMENT BENEFITS.

YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM AND RELEASE ("PROOF OF CLAIM") AND MAIL IT BY FIRST CLASS MAIL, POSTMARKED NO LATER THAN DECEMBER 8, 2018 TO RG/2 CLAIMS ADMINISTRATION LLC, THE CLAIMS ADMINISTRATOR, AT THE FOLLOWING ADDRESS:

Yingli Securities Litigation RG/2 Claims Administration LLC P.O. Box 59479 Philadelphia, PA 19102-9479 Tel.: 866-742-4955 Fax: 215-979-1695 info@rg2claims.com

YOUR FAILURE TO SUBMIT YOUR CLAIM BY DECEMBER 8, 2018 WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOUR 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.

# CLAIMANT'S STATEMENT

- 1. I (we) purchased American Depository Shares of Yingli and was (were) damaged thereby. (Do not submit this Proof of Claim if you did not purchase Yingli American Depository Shares during the designated Class Period.)
- 2. By submitting this Proof of Claim, I (we) state that I (we) believe in good faith that I am (we are) a Class Member as defined above and in the Notice of Pendency and Settlement of Class Action (the "Internet Notice"), or am (are) acting for such person(s); that I am (we are) not a Defendant in the Actions or anyone excluded from the Class; that I (we) have read and understand the Internet Notice; that I (we) believe that I am (we are) entitled to receive a share of the Net Settlement Fund, as defined in the Internet Notice; that I (we) elect to participate in the proposed Settlement described in the Internet Notice; and that I (we) have not filed a request for exclusion. (If you are acting in a representative capacity on behalf of a 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 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. 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 Class Member(s) and the validity and amount of my (our) claim. No discovery shall be allowed on the merits of the Litigation or Settlement in connection with processing of the Proof of Claim.
- 4. I (we) have set forth where requested below all relevant information with respect to each purchase of Yingli American Depository Shares during the Class Period, 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, sale or retention of Yingli American Depository Shares 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 BECAUSE THESE DOCUMENTS ARE NECESSARY TO PROVE AND PROCESS YOUR CLAIM.)
- 6. I (we) understand that the information contained in this Proof of Claim 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 claim. 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 Internet 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 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 "Release of Claims," as defined in the Internet Notice.
- 8. 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 form listing all their transactions whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at 1-866-742-4955 or visit their website at www.rg2claims.com/Yingli.html 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.

I. CLAIMANT INFORMATIO  Name	IN .			YINGLI	SECUR	RITIES LITIGATION
ivanie						
Address						
City			State ZIP			
Foreign Province			Foreign Country			
Day Phone			Evening Ph	none		
Email						
Social Security Number (for	individuals)	OR		er Identificati	ion Numl	ber (for estates, trusts,
Purchases:  3. Separately list each and every August 13, 2015, inclusive, at Trade Date  (List Chronologically)  (Month/Day/Year)		llowing	information		cumente	
				Trice per		Taxes, and Pees
Sales:  C. Separately list each and every inclusive, and provide the following the fol	sale of Yingli A	DS durii on ( <i>must</i>	ng the perio	od December	2, 2010	through August 13, 2015,
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 sha	res of Yingli AD	S owner	d at the clos	se of trading	on May	

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) 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:	_

THIS PROOF OF CLAIM MUST BE SUBMITTED NO LATER THAN DECEMBER 8, 2018 AND MUST BE MAILED TO:

Yingli Securities Litigation RG/2 Claims Administration LLC P.O. Box 59479 Philadelphia, PA 19102-9479 Tel.: 866-742-4955 Fax: 215-979-1695

info@rg2claims.com

A Proof of Claim received by the Claims Administrator shall be deemed to have been submitted when posted, if mailed by December 8, 2018 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 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 Proofs of Claim 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. Please notify the Claims Administrator of any change of address.

#### REMINDER CHECKLIST

- Please be sure to sign this Proof of Claim on page 4. If this Proof of Claim is submitted on behalf of joint claimants, then both claimants must sign.
- Please remember to attach supporting documents. Do NOT send any stock certificates. Keep copies of everything you submit.
- o Do NOT use highlighter on the Proof of Claim or any supporting documents.
- o If you move after submitting this Proof of Claim, please notify the Claims Administrator of the change in your address.