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10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA

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13 STREAM SICAV, TODD MARX, JOHN
14 DORMAN, AND LEE KARLSON,
15 INDIVIDUALLY AND ON BEHALF OF
16 ALL OTHERS SIMILARLY SITUATED,

CASE No.: CV 10-8695-DDP
(VBKx)

17 Plaintiffs,

CLASS ACTION

18 vs.

19 **AMENDED STIPULATION**
20 **OF SETTLEMENT**

21 RINO INTERNATIONAL
22 CORPORATION, DEJUN ZOU,
23 JIANPING QIU, YI JENNY LIU, BEN
24 WANG, KENNITH C. JOHNSON, XIE
25 QUAN, WEIGUO ZHANG, LI YU, AND
26 FRAZER FROST, LLP f/k/a MOORE
27 STEPHENS WURTH FRAZER AND
28 TORBET, LLP,

Courtroom: 3
Judge: Hon. Dean D. Pregerson

Defendants.
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1 This Amended Stipulation of Settlement (“Stipulation”), dated as of October
2 9, 2015 is made and entered into by and among Lead Plaintiff Stream SICAV and
3 Named Plaintiffs Todd Marx, John Dorman and Lee Karlson (“Plaintiffs”), on
4 behalf of themselves and the Class (as hereinafter defined), and Defendant Frazer
5 Frost LLP (“Frazer” or “Defendant”), by and through their respective counsel of
6 record. This Stipulation is intended to fully, finally and forever resolve, discharge
7 and settle the claims in the Action and the Released Claims (as defined herein)
8 against the Defendant upon and subject to the terms and conditions set forth below,
9 subject to the approval of the United States District Court for the Central District of
10 California.

11 The Litigation

12 On November 12, 2010 and thereafter, the following actions were filed in the
13 United States District Court for the Central District of California (the “Court”):

- 14 • *Hufnagle v. RINO International Corp. et al.*, No. 2:10-cv-08695-DDP-VBKx;
15 • *Baig v. RINO International Corp. et al.*, No. 8:10-cv-01754-DDP-VBKx;
16 • *Stevens v. RINO International Corp. et al.*, No. 2:10-cv-09011-DDP-VBKx;
17 • *Chau v. RINO International Corp. et al.*, No. 2:10-cv-09517-DDP-VBKx;
18 • *Zhang v. RINO International Corp. et al.*, No. 8:10-cv-01887-VBF-VBKx;
19 and
20 • *Vu v. RINO International Corp. et al.*, No. 8:10-cv-01908-DDP-VBKx.

21 On February 16, 2011, the Court consolidated these actions under the caption
22 *Stream SICAV and Todd Marx v. RINO International Corp. et al.*, under Case
23 No. 2:10-cv-08695-DDP-VBKx (the “Action”); appointed Stream SICAV as Lead
24 Plaintiff; and approved The Rosen Law Firm, P.A. as Lead Counsel.

25 On April 18, 2011, Lead Plaintiff and named plaintiff Todd Marx filed a
26 Consolidated Amended Complaint (alleging violations of Sections 10(b) and 20(a)
27 of the Securities Exchange Act of 1934 (“Exchange Act”) and Rule 10b-5
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1 promulgated by the Securities and Exchange Commission (“SEC”). The Complaint
2 did not assert any claims against Defendant.

3 On April 5, 2012 Lead Plaintiff entered into a Stipulation of Settlement with
4 RINO International Corp. (“RINO”), Kenneth C. Johnson and Weiguo Zhang (the
5 “RINO Settlement”).

6 On July 6, 2012 Lead Plaintiff and named plaintiff Todd Marx filed a Second
7 Amended Complaint (“SAC”) that added Defendant as a party to the Action for the
8 first time. The SAC alleged violations of Sections 10(b) and 20(a) of the Exchange
9 Act and Rule 10b-6 promulgated by the SEC.

10 On December 19, 2012, after a final approval hearing on the RINO
11 Settlement, this Court entered a Final Judgment and Order of Dismissal with
12 Prejudice pursuant to the releases set forth in the RINO Settlement (Dkt. 235).
13 Defendant was explicitly carved out of the release.

14 On January 14, 2013 the Court granted Defendant’s Motion to Dismiss the
15 SAC with leave to replead. (Dkt. No. 243).

16 On January 24, 2013, Lead Plaintiff and named plaintiff Todd Marx filed the
17 Third Amended Complaint (“TAC”). On August 1, 2013 the Court denied
18 Defendant’s motion to dismiss the TAC. (Dkt. No. 258).

19 Thereafter, Plaintiffs and Defendant engaged in discovery pursuant to a
20 phased schedule as provided in an agreed upon schedule set forth in the Joint Report
21 pursuant to Fed. R. Civ. P. 26(f) and Local Rule 26.1 (Dkt. No. 264).

22 Subsequent to obtaining permission from the Court, Plaintiffs filed a Fourth
23 Amended Complaint (“FAC”) on January 31, 2014 adding John Dorman and Lee
24 Karlson as additional named plaintiffs.

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27 Settlement Discussions

1 On April 24, 2015, Lead Counsel, Defendant, and respective counsel for
2 Defendant met to engage in a mediation session before mediator Lizbeth Hasse, Esq.
3 Ms. Hasse worked closely with Honorable Daniel Weinstein (Ret.) in consummating
4 the RINO Settlement which received final approval on December 19, 2012. The
5 mediation was unsuccessful. Thereafter, counsel for Plaintiffs and Defendant
6 engaged in further discussion with the assistance of Ms. Hasse. On July 9, 2015 Ms.
7 Hasse sent counsel for Plaintiffs and Defendant a mediator's proposal outlining the
8 principle terms of a proposed settlement. Both Plaintiffs and Defendant accepted
9 the mediator's proposal. With the assistance of Ms. Hasse, a professional mediator,
10 Plaintiffs and Defendant, by their counsel, have conducted extensive discussions and
11 arm's-length negotiations concerning both the mediation process and the terms and
12 conditions of this Settlement.

13 Benefits of the Settlement to the Class

14 Plaintiffs and Lead Counsel believe that the Settlement provides a significant
15 monetary recovery for the Class Members, based on the claims asserted, the
16 information obtained by Lead Counsel, and the damages that might be proven in the
17 Action.

18 Based on its investigation of Defendant's alleged wrongdoing, Plaintiffs
19 believe that the claims asserted in the Action have considerable merit. Nevertheless,
20 Plaintiffs, aided by Lead Counsel, have considered carefully the likelihood of
21 success against Defendant, taking into account the uncertainties of the outcome of
22 this complex litigation as well as the difficulties and delays inherent in such
23 litigation. Plaintiffs believe that a recovery now will provide an immediate benefit
24 to Class Members which is superior to the risk of proceeding with the Action against
25 Defendant. As a result of these considerations, and following the extensive arm's-
26 length settlement negotiations with counsel for Defendant, Plaintiffs and Lead
27 Counsel have determined, after taking into account the substantial benefits conferred
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1 on the Class by a settlement in accordance with the terms of this Stipulation, that
2 this Settlement would be fair, reasonable, adequate and in the best interests of the
3 Class.

4 Defendant's Denial of Wrongdoing

5 Defendant denies each and all of the claims and contentions alleged by
6 Plaintiffs in the Action, as well as all charges of wrongdoing and liability against it
7 arising out of any of the conduct, statements, acts, or omissions alleged, or that
8 could have been alleged, in the Action. Defendant further denies Plaintiffs'
9 allegations that they or other plaintiffs sustained damages (or are entitled to
10 recovery) in any amount. Defendant also believes that its defenses to the Action are
11 meritorious. Nonetheless, Defendant has concluded that further litigation of the
12 Action would be protracted and expensive. Defendant has also considered the
13 uncertainty and risks inherent in any litigation, especially in a complex case such as
14 this. Therefore, Defendant has determined that it is desirable and beneficial that the
15 claims made in the Action against Defendant be settled in a manner and upon the
16 terms and conditions set forth in this Stipulation.

17 **NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED,**
18 **AND AGREED,** Plaintiffs, acting on behalf of themselves and all Class Members,
19 and Defendant, that, subject to Court approval pursuant to Rule 23(e) of the Federal
20 Rules of Civil Procedure, the claims made in the Action against Defendant and the
21 Released Claims (as those terms are defined below) shall be finally and fully
22 compromised, settled and released, and the claims made in the Action against
23 Defendant shall be dismissed with prejudice, upon and subject to the following
24 terms and conditions.
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1 Definitions

2 1. The following terms, used in this Stipulation, shall have the meanings
3 specified below:

4 1.1 “Action” means the consolidated action captioned *Stream*
5 *SICAV, Todd Marx, John Dorman and Lee Karlson v. RINO International Corp. et*
6 *al.*, Case No. CV-10-8695-DDP-VBKx, pending in the United States District Court
7 for the Central District of California.

8 1.2 “Authorized Claimant” means a Class Member who timely
9 submits to the Claims Administrator a valid Proof of Claim and Release that has
10 been allowed pursuant to the terms of this Stipulation.

11 1.3 “Claims Administrator” means Strategic Claims Services, the
12 firm retained and supervised by Lead Counsel to administer the Settlement, or such
13 other firm that may be retained and supervised by Lead Counsel to provide services
14 relating to the provision of notice to the Class and administration of the Settlement.

15 1.4 “Class” means, for purposes of this Stipulation and the proposed
16 Settlement only, a class certified pursuant to Rule 23 of the Federal Rules of Civil
17 Procedure comprising all Persons who purchased the common stock or call options
18 or who sold put options of RINO between March 31, 2009 through November 17,
19 2010, inclusive, and who purport to have been damaged thereby. Excluded from the
20 class are Frazer, RINO and the Individual Defendants; the immediate family
21 members of each such excluded person; each of such excluded persons’ current and
22 former officers, directors, partners, employees and affiliates; any entity in which any
23 such excluded person has a controlling interest; and the legal representatives, heirs,
24 predecessors, successors and assigns of any such excluded person or entity. Also
25 excluded from the Class are any Persons who exclude themselves by filing a request
26 for exclusion in accordance with the requirements set forth in the Notice.
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1.5 “Class Member” means any Person who is included in the definition of the Class, as defined above, who did not timely submit a proper request for exclusion in accordance with the requirements set forth in the Notice.

1.6 “Class Period” means the time period beginning March 31, 2009, through and including November 17, 2010.

1.7 “Company” means RINO International Corporation and its subsidiaries, affiliates, predecessors, successors and assigns.

1.8 “Complaint” means the Fourth Amended Complaint filed on January 31, 2014 in the United States District Court for the Central District of California by Lead Plaintiff Stream SICAV and named plaintiffs Todd Marx, John Dorman and Lee Karlson.

1.9 “Court” means the United States District Court for the Central District of California.

1.10 “Defendant” means Frazer Frost, LLP.

1.11 “Effective Date” shall mean the date determined pursuant to paragraph 10 of the Stipulation.

1.12 “Escrow Account” means the bank account maintained by the Escrow Agent into which the Settlement Amount shall be deposited by Frazer as set forth herein. The Escrow Account will be managed by the Escrow Agent for the benefit of Plaintiffs and the Class.

1.13 “Escrow Agent” means the Rosen Law Firm, P.A.

1.14 “Final Approval Hearing” means the hearing to be held for the Court to determine whether the proposed settlement embodied by this Stipulation is fair, reasonable and adequate to the Class, and whether the Court should enter a Final Judgment approving such proposed Settlement.

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1.15 “Final Approval Order” means the Order issued by the Court finding that the proposed settlement embodied by this Stipulation is fair, reasonable and adequate to the Class.

1.16 “Frazer” means Frazer Frost.

1.17 “Individual Defendants” means, collectively, Dejun Zou, Jianping Qiu, Yi Jenny Liu, Ben Wang, Kenneth C. Johnson, Xie Quan, Weiguo Zhang and Li Yu.

1.18 “Judgment” or “Final Judgment” means the judgment to be entered by the Court substantially in the form attached hereto as Exhibit E.

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

1.20 “Lead Plaintiff” means Stream SICAV.

1.21 “Plaintiffs” means Stream SICAV, Todd Marx, John Dorman and Lee Karlson.

1.22 “Net Settlement Fund” means the Settlement Fund less any attorneys’ fees, awards Plaintiffs, expert and consultant fees, taxes, and costs and expenses approved by the Court.

1.23 “Notice” means the Notice of Proposed Settlement, Settlement Fairness Hearing and Motion for Attorneys’ Fees and Reimbursement of Litigation Expenses which is to be sent to the Class substantially in the form attached hereto as Exhibit C.

1.24 “Notice and Administration Fund” means the fund to be used by Lead Counsel to pay the costs of notifying the Class, soliciting the filing of claims by Class Members, assisting them in making their claims, and otherwise administering, on behalf of Class Members, the Settlement embodied in this Stipulation.

1.25 “Parties” means, collectively, Defendant and Plaintiffs.

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1.26 “Person” means an individual, corporation, general or limited partnership, association, joint stock company, joint venture, limited liability company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof and any other business or legal entity and its heirs, predecessors, successors, representatives or assigns.

1.27 “Plan of Allocation” means the plan and procedures for allocating the Net Settlement Fund to be distributed to Authorized Claimants, as approved by the Court and set forth in the Notice.

1.28 “Preliminary Approval Order” means the Order that Plaintiffs and Defendant will seek from the Court, as described in paragraph 20 below, substantially in the form attached hereto as Exhibit A.

1.29 “Proof of Claim” means a Proof of Claim and Release substantially in the form attached hereto as Exhibit D.

1.30 “Released Claims” means, collectively, all claims (including “Unknown Claims” as defined in paragraph 1.37 below) of every nature and description whatsoever, known or unknown, asserted or that might have been asserted or that might be asserted, against Defendant, and/or the Released Parties, Plaintiffs or any Class Member in any capacity, arising out of, based upon or related to (a) the purchase, acquisition, sale or ownership of RINO common stock, call options or put options during the Class Period, or (b) the subject matter of the Action, or the facts, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act which were or could have been alleged in the Action. “Released Claims” further includes any and all claims arising out of, based upon or related to the Settlement or resolution of the Action, except for any alleged breaches of this Stipulation. Released Claims specifically excludes the derivative/assigned claims which purport to pursue RINO’s rights and claims against Defendant (as defined in the First Cause of Action for “Professional Negligence and Accounting

1 Malpractice” and the Second Cause of Action for “Breach of Contract”) asserted in
2 the lawsuit filed in Nevada State Court captioned *In re RINO Int’l. Corp. Derivative*
3 *Action*, State Court Case No. 10-OC-005291 B, which was removed to Federal
4 Court, Federal Court Case No. 3:15 0400-RCJ-VPC (the “Nevada Action”).

5 Released Claims specifically includes the direct claims (as defined in the Third
6 Cause of Action for “Aiding and Abetting Breaches of Fiduciary Duty”) in the
7 Nevada Action complaint on behalf of purchasers of RINO stock during the Class
8 Period and who are therefore members of the Class in this Action. Released Claims
9 specifically excludes any claims of persons who are not Class Members in this
10 Action.

11 1.31 “Released Parties” means Defendant, and their current and
12 former agents, employees, officers, directors, partners, members, representatives,
13 heirs, insurers, reinsurers, attorneys, advisors, subsidiaries, parents, affiliates,
14 predecessors, successors and assigns. For the avoidance of doubt, the term
15 “Released Parties” includes Moore Stephens Wurth Frazer & Torbet, LLP; Frost,
16 PLLC; and Frazer, LLP.

17 1.32 “Settlement” means the settlement of the claims made in the
18 Action against Defendant as set forth in this Stipulation.

19 1.33 “Settlement Amount” means One Million Six Hundred Eighty
20 Five Thousand Dollars (\$1,685,000.00).

21 1.34 “Settlement Fund” means the Settlement Amount and any
22 portions thereof deposited into the Escrow Account, before the payment of any
23 attorneys’ fees, awards to Plaintiffs, expert fees, or costs and expenses approved by
24 the Court, plus interest earned thereon, and net of applicable taxes, as provided for
25 below.
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1.35 “Summary Notice” means the Summary Notice of Pendency of Class Action and Proposed Settlement, substantially in the form attached hereto as Exhibit B.

1.36 “Stipulation” means this Stipulation of Settlement.

1.37 “Unknown Claims” means, collectively, all claims, demands, rights, liabilities, and causes of action of every nature and description which any Plaintiffs or Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Parties, or might have affected his, her or its decision not to object to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, the Plaintiffs expressly waive, and each of the Class Members is hereby deemed to have waived, and by operation of the Judgment shall have 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.

The Plaintiffs shall expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, 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, which is similar, comparable or equivalent 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, fully, finally and forever settle and release, and each Class Member, upon the Effective Date, shall be deemed to have, and by

1 operation of the Judgment shall have, fully, finally and forever settled and released,
2 any and all Released Claims, whether the Released Claims are known or unknown,
3 suspected or unsuspected, contingent or non-contingent, or concealed or hidden,
4 without regard to the subsequent discovery or existence of any additional or
5 different facts. The Plaintiffs acknowledge, and the Class Members shall be deemed
6 by operation of the Judgment to have acknowledged, that the foregoing waiver was
7 separately bargained for and a key element of the Settlement of which this release is
8 a part.

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10 **The Terms of the Settlement**

11 **Monetary Consideration**

12 2. In consideration of the Settlement and the Releases provided herein,
13 and subject to the terms and conditions stated herein, within fifteen (15) calendar
14 days after the Court enters the Preliminary Approval Order, Frazer shall deposit or
15 cause to be deposited into the Escrow Account the sum of One Million Six Hundred
16 Eighty Five Thousand Dollars (\$1,685,000.00) (the entire Settlement Amount). All
17 funds held by the Escrow Agent shall be deemed to be *in custodia legis* of the Court
18 and shall remain subject to the jurisdiction of the Court until such time as the funds
19 shall be distributed pursuant to this Stipulation or order of the Court, or returned to
20 Defendant as provided herein. The Escrow Agent shall not be responsible for the
21 payment of any sums due to Authorized Claimants or other Persons, except to the
22 extent of maintaining account of and appropriately paying sums as required by this
23 Stipulation, but only to the limited extent that such sums have been delivered into
24 the Escrow Account or Notice and Administration Fund as required by this
25 Stipulation. The Escrow Agent shall be liable only for acts of gross negligence or
26 willful misconduct. The assumption of duties as Escrow Agent shall not preclude
27 Lead Counsel from continuing to represent, as the case may be, Plaintiffs or Class
28 Members.

1 3. The Escrow Agent shall not disburse the Settlement Fund except as
2 provided in this Stipulation, or by an order of the Court.

3 4. The Escrow Agent shall invest the Settlement Fund in instruments
4 backed by the full faith and credit of the United States Government or an agency
5 thereof and shall reinvest the proceeds of such instruments as they mature in similar
6 instruments. All interest earned thereby shall accrue to the benefit of the Class.

7 5. All costs and expenses incurred by or on behalf of Plaintiffs and the
8 Class associated with the Settlement, the Escrow Account and the Settlement
9 Amount, including but not limited to any administrative costs and costs of providing
10 notice of the Settlement to the Class, any award by the Court of attorneys' fees and
11 expenses to Lead Counsel, and any award to Plaintiffs, shall be paid from the
12 Settlement Amount, and in no event shall Defendant bear any responsibility for such
13 costs.

14 6. Following entry of the Preliminary Approval Order, Plaintiffs, through
15 Lead Counsel, shall establish the Notice and Administration Fund to be used for
16 reasonable out-of-pocket costs in connection with providing notice of the Settlement
17 to the Class and for other administrative expenses. Lead Counsel may direct the
18 Escrow Agent to transfer into the Notice and Administration Fund up to \$75,000
19 from the Escrow Account. Lead Counsel shall provide Frazer upon request
20 appropriate documentation of all out-of-pocket costs incurred in connection with
21 providing notice of the Settlement to the Class and for other administrative
22 expenses. Any monies spent, or expenses incurred for payment, from the Notice
23 and Administration Fund shall not be repaid to Frazer in the event the Settlement is
24 not approved or does not become effective for any other reason.

25 7. The Parties agree to treat the Settlement Fund as a "Qualified
26 Settlement Fund" within the meaning of Treasury Regulation § 1.468B-I, and the
27 Claims Administrator shall be responsible for filing tax returns for the Escrow
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1 Account and paying from the Escrow Account any taxes, including any interest or
2 penalties thereon (the “Taxes”), owed with respect to the Escrow Account. In
3 addition, the Claims Administrator and the Parties, as required, shall do all things
4 that are necessary or advisable to carry out the provisions of this paragraph,
5 including the “relation-back election” (as defined in Treas. Reg. § I.468B-1) back to
6 the earliest permitted date. Such elections shall be made in compliance with the
7 procedures and requirements contained in such regulations. It shall be the
8 responsibility of Lead Counsel to timely and properly prepare and deliver the
9 necessary documentation for signature by all necessary parties, and thereafter to
10 cause the appropriate filing to occur.

11 8. All Taxes arising with respect to the Settlement Fund, including any
12 Taxes or Tax detriments that may be imposed upon Defendant with respect to any
13 income earned by the Settlement Fund for any period during which the Settlement
14 Fund does not qualify as a “Qualified Settlement Fund” for Federal or state income
15 tax purposes, and any expenses and costs incurred in connection with the payment
16 of Taxes pursuant to this paragraph (including without limitation, expenses of tax
17 attorneys and/or accountants and mailing, administration and distribution costs and
18 expenses relating to the filing or the failure to file all necessary or advisable tax
19 returns) (the “Tax Expenses”), shall be paid out of the Settlement Fund. Defendant
20 shall not have any liability or responsibility for the Taxes or the Tax Expenses.
21 Lead Counsel, or their agents, shall timely and properly file all tax returns and other
22 documents necessary or advisable with respect to the Settlement Fund and the
23 distributions and payments therefrom, including, without limitation, the tax returns
24 described in Treas. Reg. § 1.468B-2(k), and to the extent applicable, Treas. Reg., §
25 I.468B-2(l). Such tax returns shall be consistent with the terms herein and in all
26 events shall reflect that all Taxes on the income earned by the Settlement Fund shall
27 be paid out of the Settlement Fund. Lead Counsel, or their agents, shall also timely
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1 pay Taxes and Tax Expenses out of the Settlement Fund, and are authorized to
2 withdraw, without prior order of the Court, from the Escrow Account amounts
3 necessary to pay Taxes and Tax Expenses. The Parties agree to cooperate with Lead
4 Counsel, their agents, their tax attorneys and accountants, and each other to the
5 extent reasonably necessary to carry out the provisions of this Stipulation.

6 Defendant shall not have any responsibility or liability for the acts or omissions of
7 Lead Counsel or their agents, as described herein.

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9 9. This is not a claims-made settlement. As of the Effective Date, neither
10 Frazer nor any other Person shall have any right to the return of the Settlement Fund
11 or any portion thereof irrespective of the number of Proofs of Claim filed, the
12 collective amount of losses of Authorized Claimants, the percentage of recovery of
13 losses, or the amounts to be paid to Authorized Claimants from the Settlement Fund.

14 Effective Date of the Settlement / Conditions for Defendants' Withdrawal

15 10. This Settlement shall not become effective until the Effective Date.
16 The Effective Date means the date on which each of the following preconditions has
17 either been satisfied or expressly waived in writing as provided for below:

- 18 (a) This Stipulation of Settlement and all ancillary documents to the
19 Stipulation of Settlement have been executed in full by all Parties;
20 (b) A preliminary approval hearing has been held or a Preliminary
21 Approval Order has been entered by the Court;
22 (c) Frazer has not exercised its option to terminate the Stipulation pursuant
23 to the Supplemental Agreement, as set forth in paragraph 20 below;
24 (d) The Settlement has been approved by the Court following the Final
25 Approval Hearing;
26 (e) The Court has entered the Final Judgment, or a judgment substantially
27 in the form and substance of Exhibit E hereto;
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1 (f) The applicable period in which to appeal the Final Judgment has
2 expired without the filing of any appeal and the applicable period in
3 which to file a motion to alter or amend the Final Judgment under
4 Federal Rule of Civil Procedure 59(e) has expired without the filing of
5 any such motion, or, in the event of any appeal or motion to alter or
6 amend, the appeal or motion to alter or amend has been disposed by
7 voluntary dismissal or withdrawal of the appeal or motion, or by entry
8 of an order dismissing the appeal or motion and affirming the Final
9 Judgment, and any time period for further appeal, including a petition
10 for a writ of certiorari, has expired; and

11 (g) Frazer shall have paid the Settlement Amount into the Escrow Account.

12 11. Notwithstanding the foregoing, the Effective Date shall not be delayed
13 if an appeal is taken from or review is sought of any Final Judgment if such appeal
14 or petition for review solely challenges: (a) an award for attorneys' fees and
15 reimbursement of costs and/or awards to Plaintiffs; and/or (b) the Plan of Allocation
16 of the Net Settlement Fund among Class Members. If Frazer fails to deposit or
17 cause to be deposited into the Escrow Account the Settlement Amount
18 (\$1,685,000.00) within fifteen days after the Court enters the Preliminary Approval
19 Order, Plaintiffs shall, in their sole discretion, have the right to terminate the
20 Stipulation and prosecute the Action against Defendant or to enforce the terms of
21 this Stipulation against Defendant.

22 12. Upon the Effective Date, the Settlement shall be binding and final
23 ("Effective").

24 Certification of the Class

25 13. Solely for purposes of this Settlement and subject to approval of the
26 Court, the Parties agree that a Class, as defined in paragraph 1.4 above, shall be
27 certified and Plaintiffs shall be certified as the representatives of the Class pursuant
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1 to Rule 23 of the Federal Rules of Civil Procedure as set forth in the draft
2 Preliminary Approval Order attached hereto as Exhibit A. Should the Class not be
3 certified, or should any court substantially amend the scope of the Class, both of the
4 Parties hereto reserves the right to void this Stipulation and Settlement. If the
5 Settlement does not become effective as set forth in paragraph 10 above, Defendant
6 reserves the right to contest class certification.

7 Court Approval of the Settlement

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9 14. The Parties and their respective counsel shall use their best efforts and
10 cooperate fully with one another in: (a) preparing and executing all documents
11 necessary to effectuate the Settlement contemplated by this Stipulation; (b) seeking
12 first preliminary and then final Court approval of the Settlement; and (c) effecting
13 the full consummation of the Settlement in accordance with their respective
14 responsibilities set forth herein.

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16 15. Promptly after execution of this Stipulation, the Parties shall submit
17 this Stipulation to the Court, and shall jointly present to the Court a proposed
18 Preliminary Approval Order, in a form substantially the same as the document
19 attached hereto as Exhibit A.

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21 16. If the Court grants Final Approval of the Settlement embodied in this
22 Stipulation, the Parties shall submit to the Court pursuant to Rule 23 of the Federal
23 Rules of Civil Procedure a proposed Final Judgment in the form substantially the
24 same as the document attached hereto as Exhibit E.

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26 17. At the Final Approval Hearing, Plaintiffs also will request entry of an
27 Order approving the Plan of Allocation as fair, reasonable and adequate to Class
28 Members. Finality of the Settlement shall not be conditioned on any ruling by the
Court concerning the Plan of Allocation. Any order or proceedings relating to a
request for approval of the Plan of Allocation is separate and apart from the
Settlement, and any appeal from any order relating to the Plan of Allocation, or

1 reversal or modification thereof, shall not operate to terminate the Settlement or
2 affect or delay the effectiveness or finality of the Judgment, or the release of the
3 Released Claims.

4 18. Neither the Stipulation nor the Settlement, nor any act performed nor
5 document executed pursuant to or in furtherance of the Stipulation or the Settlement:
6 (a) is, may be deemed to be or may be used as an admission of, or evidence of, the
7 validity of any Released Claim, or of any wrongdoing or liability of Defendant or
8 the Released Parties; or (b) is, may be deemed to be or may be used as an admission
9 of, or evidence of, any fault or omission of Defendant or the Released Parties in any
10 civil, criminal or administrative proceeding in any court, administrative agency or
11 other tribunal. Defendant and/or the Released Parties may file the Stipulation and/or
12 the Judgment in any action that may be brought against them in order to support a
13 defense or counterclaim based on principles of res judicata, collateral estoppel,
14 release, good faith settlement, judgment bar or reduction, or any other theory of
15 claim preclusion or issue preclusion or similar defense or counterclaim.

16 Effect of Disapproval, Cancellation or Termination of Agreement

17 19. If the Court declines to enter the Judgment substantially in the form
18 provided for in Exhibit E, or if the Court enters the Judgment and appellate review is
19 sought and on such review, the entry of Judgment is vacated, substantially modified,
20 or reversed, then this Stipulation shall be cancelled and terminated, unless all Parties
21 who are adversely affected thereby, in their sole discretion, within thirty (30) days
22 from the date of the mailing of such ruling to such Parties, provide written notice to
23 all other Parties of their intent to proceed with the Settlement under the terms of the
24 Judgment as it may be modified by the Court. Such notice may be provided on
25 behalf of Plaintiffs and Class Members by Lead Counsel. No Party shall have any
26 obligation whatsoever to proceed under any terms other than provided for and
27 agreed to herein.
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1
2 20. Concurrently with the execution of this Stipulation, Lead Counsel and
3 Frazer's Counsel are executing a confidential "Supplemental Agreement" setting
4 forth certain conditions under which this Stipulation may be terminated by Frazer if
5 potential Class Members who purchased or acquired above a certain threshold
6 percentage of the outstanding securities of the Company during the Class Period opt
7 out of the Class. The Supplemental Agreement shall not be filed with the Court, but
8 it may be examined *in camera* if so requested by the Court. In the event Frazer
9 terminates this Stipulation pursuant to the Supplemental Agreement, this Stipulation
10 shall become null and void and of no further force and effect and the provisions of
11 Paragraph 21 shall apply. Additionally, Plaintiffs and Defendant shall each
12 separately have the right to terminate the Stipulation by providing written notice of
13 their election to do so to counsel for the other Party hereto within thirty (30) days
14 after the date on which any of the following occurs:

- 15 (a) the Court issues an order declining to enter the Preliminary Approval
16 Order in any material respect; or
17 (b) the Court issues an order declining to approve this Stipulation or any
18 material part of it.

19 21. In the event this Stipulation is terminated or cancelled pursuant to
20 paragraphs 11, 19 or 20 above, then within ten (10) business days after written
21 notice is sent by Lead Counsel or by Frazer's Counsel to the other Party, (a) the
22 balance of the Notice and Administration Fund, less any funds paid or expenses
23 incurred but not yet paid, (b) any cash deposited into the Escrow Account, and
24 (c) any funds received by Lead Counsel from the Settlement Fund, shall be refunded
25 to Frazer, including interest accrued, to be distributed pursuant to the terms of a
26 separate agreement between the parties that contributed to the Settlement Fund. In
27 such event, the Parties shall be deemed to have reverted nunc pro tunc to their
28 respective status as of the date and time immediately before the execution of this

1 Stipulation, and they shall proceed in all respects as if this Stipulation and related
2 orders had not been executed and without prejudice in any way from the negotiation,
3 fact or terms of this Settlement. The Parties will in that event ask the Court to enter
4 a mutually agreeable revised scheduling order.

5 Attorneys' Fees and Expenses

6 22. On or before the date for the Final Approval Hearing, Lead Counsel
7 intends to move for an award of attorneys' fees, reimbursement of expenses and
8 awards to Plaintiffs (including experts' and consultants' fees and expenses) to be
9 paid out of the Settlement Fund, as set forth in the proposed Notice to be sent to the
10 Class. The Parties have had no discussions concerning an award of attorneys' fees
11 or the reimbursement of expenses to Lead Counsel, except that the Parties have
12 agreed that those fees and expenses will be paid out of the Settlement Fund.
13 Defendant will take no position on the request for attorneys' fees and expenses and
14 awards to Plaintiffs.

15 23. The procedure for, and the allowance or disallowance by the Court of,
16 any application for an award of attorneys' fees, award to Plaintiffs, and
17 reimbursement of expenses to be paid out of the Settlement Fund are not part of the
18 Settlement set forth in this Stipulation, and are to be considered by the Court
19 separately from the Court's consideration of the fairness, reasonableness and
20 adequacy of the Settlement. Lead Counsel shall file its motion for attorneys' fees
21 and expenses and awards to Plaintiffs separately from any motion requesting the
22 Court's consideration and approval of the fairness, reasonableness and adequacy of
23 the Settlement and the Plan of Allocation. Furthermore, any order or proceedings
24 relating to a motion for an award of attorneys' fees, awards to Plaintiffs, and
25 reimbursement of expenses, or any appeal from any order relating thereto or any
26 reversal or modification of such an order, shall not operate to terminate or cancel the
27 Stipulation or the Settlement, affect or delay the finality of the Judgment approving
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1 the Stipulation and the Settlement set forth therein, or affect the release of the
2 Released Claims. The finality of the Settlement shall not be conditioned on any
3 ruling by the Court concerning Lead Counsel's application for attorneys' fees,
4 award to Plaintiffs, and expenses.

5
6 24. Unless the Court orders otherwise, all fees and expenses (including
7 experts' and consultants' fees and expenses) awarded by the Court to Lead Counsel
8 shall immediately, upon entry of the Order approving Lead Counsel's application
9 for an award of attorneys' fees, award to Plaintiffs, and reimbursement of expenses,
10 be paid out of the Settlement Fund within three days of entry of an order approving
11 them, notwithstanding the existence of any timely filed objections to, appeal of, or
12 collateral attack on the Settlement or any part thereof, subject to Lead Counsel's
13 obligations to make appropriate refunds as described in paragraph 25 below.

14 Defendant and the Released Parties shall not, however, have any responsibility for
15 or liability with respect to any payment of attorneys' fees and expenses to Lead
16 Counsel over and above payment from the Settlement Fund. Defendant and the
17 Released Parties shall further have no responsibility for or liability with respect to
18 the allocation among Lead Counsel and any other Persons who may assert some
19 claim thereto, of any award of attorneys' fees and reimbursement of expenses that
20 the Court may make in the Action, and Defendant and the Released Parties take no
21 position with respect to such matters.

22 25. In the event that the Settlement does not become Effective, or the Final
23 Judgment is reversed or modified, or the Settlement is cancelled or terminated for
24 any other reason, and in the event that the attorneys' fees and expenses have been
25 paid to any extent, then Lead Counsel shall, within ten (10) business days from
26 receiving notice to that effect from Frazer or from a court of appropriate jurisdiction,
27 refund to the Settlement Fund any such fees, expenses, and costs and interest
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1 previously paid to them from the Settlement Fund, excluding Notice and
2 Administration expenses paid or incurred but not yet paid.

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4 26. Lead Counsel and each representative plaintiffs' counsel's law firm
5 which receives any portion of any award of attorneys' fees and expenses in this
6 Action, as a condition of receiving such fees and expenses, on behalf of itself and
7 each partner and/or shareholder of it, agrees that Lead Counsel and its partners
8 and/or shareholders are subject to the jurisdiction of the Court for the purpose of
9 enforcing the provisions of paragraph 25. Without limitation, each such law firm
10 and its partners and/or shareholders agree that the Court may, upon application of
11 Frazer on notice to Lead Counsel and/or representative plaintiffs' counsel,
12 summarily issue orders, including but not limited to judgment and attachment
13 orders, and may make appropriate findings of or sanctions for contempt against
14 them or any of them should such law firm fail to timely repay fees and expenses
15 pursuant to paragraph 25.

16 Notice and Administration Fund

17 27. Lead Counsel may direct that the Escrow Agent transfer up to \$75,000
18 from the Settlement Fund into the Notice and Administration Fund, which shall be
19 used to pay the costs of notifying the Class, soliciting the filing of claims by Class
20 Members, assisting them in making their claims, and otherwise administering the
21 Settlement on behalf of Class Members.

22 28. As of the Effective Date, any balance, including interest, then
23 remaining in the Notice and Administration Fund, less expenses incurred but not yet
24 paid, shall be returned to the Settlement Fund. Thereafter, Lead Counsel shall have
25 the right to use such portions of the Settlement Fund as are, in their exercise of
26 reasonable judgment, necessary to carry out the purposes set forth in paragraph 27.

27 29. If the Effective Date does not occur, the balance of the Notice and
28 Administration Fund which has not been expended pursuant to paragraph 31(a)

1 below, including all accrued interest, shall be returned to Frazer as set forth in
2 paragraph 25 above.

3 Administration and Distribution of the Settlement Fund

4 30. Lead Counsel or their authorized agents, subject to the supervision,
5 direction and approval of the Court, shall administer and calculate the claims
6 submitted by Class Members and shall oversee distribution of the Settlement Fund.
7

8 31. If the Effective Date occurs, the Settlement Fund shall be distributed as
9 follows:

- 10 (a) To pay all costs and expenses incurred in connection with providing
11 notice to the Class, locating Class Members, soliciting Claims, assisting
12 with the filing of Claims, administering and distributing the Settlement
13 Fund to Authorized Claimants, processing Proofs of Claim, processing
14 requests for exclusion, escrow fees and costs.
- 15 (b) Subject to the approval and further order(s) of the Court, to pay Lead
16 Counsel the amount awarded by the Court as attorneys' fees and
17 reimbursement of costs and expenses, including fees of experts and
18 consultants, plus interest.
- 19 (c) To pay any incentive awards to Plaintiffs that may be authorized by the
20 Court.
- 21 (d) To pay Taxes and Tax Expenses owed by the Settlement Fund.
- 22 (e) Subject to the approval and further order(s) of the Court, to distribute
23 the balance of the Net Settlement Fund to Authorized Claimants as
24 provided in the Plan of Allocation, or as otherwise ordered by the
25 Court.
- 26 (i) In order to participate in such distribution of the Net Settlement
27 Fund, each person claiming to be an Authorized Claimant shall
28 be required to timely submit a separate signed Proof of Claim

1 and Release substantially in the form of Exhibit D hereto,
2 supported by proof of all purchases or acquisitions and sales of
3 RINO common stock, call options or put options, during the
4 Class Period, except that all Persons who submitted proofs of
5 claim in connection with the RINO Settlement shall not be
6 required to resubmit proofs of claim.

7 (ii) Unless otherwise ordered by the Court, any Class Member who
8 fails to submit a Proof of Claim and Release within such period
9 as may be established by the Court shall forever be barred from
10 receiving any payments pursuant to this Stipulation, but, in all
11 other respects, will be subject to and bound by the provisions of
12 this Stipulation and the Judgment.

13 32. Prior to the distribution of the Net Settlement Fund, Lead Counsel shall
14 present for the approval of the Court a final accounting of the receipts to, and
15 disbursements from, the Settlement Fund, and the proposed distribution of the Net
16 Settlement Fund to Authorized Claimants. No such distribution shall be made in the
17 absence of an order approving the proposed distribution.

18 33. Payment from the Settlement Fund made pursuant to and in the manner
19 set forth above shall be deemed conclusive of compliance with this Stipulation as to
20 all Authorized Claimants.

21 34. No Authorized Claimant or his/her/its Counsel shall have any claim
22 against the Plaintiffs, Lead Counsel, Frazer, or any of their counsel, based on the
23 distributions made substantially in accordance with this Stipulation.

24 Releases

25 35. The Released Claims against each and all of the Released Parties shall
26 be released and dismissed with prejudice and on the merits, without costs to any
27 party, upon entry of the Judgment. Plaintiffs and all Class Members who do not
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1 otherwise request exclusion from the Class, whether or not any such Person submits
2 a Proof of Claim and Release or otherwise shares in the Net Settlement Fund, on
3 behalf of themselves and each of their predecessors, successors, parents,
4 subsidiaries, affiliates, custodians, agents, assigns, representatives, heirs, executors,
5 trustees, administrators and any other person or entity having any legal or beneficial
6 interest in the subject securities (*i.e.*, RINO common stock, call options, or put
7 options) purchased or acquired by any Class Member, will be deemed by this
8 Settlement to release and forever discharge the Released Parties from any and all of
9 the Released Claims.

10
11 36. Upon the Effective Date, Plaintiffs, all Class Members and anyone
12 claiming through or on behalf of any of them, are forever barred and enjoined from
13 commencing, instituting, prosecuting or continuing to prosecute any action or other
14 proceeding in any court of law or equity, arbitration tribunal, administrative forum,
15 or other forum of any kind, asserting against any of the Released Parties, and each
16 of them, any of the Released Claims.

17 37. As of the Effective Date, excepting claims arising out of any alleged
18 breaches of the Stipulation, Defendant and the Released Parties agree to release all
19 claims which arise out of the filing, prosecution, maintenance or resolution of the
20 Action, as defined in Paragraph 1.1 hereof, whether those claims are known or
21 unknown, asserted or unasserted, against Plaintiffs, Class Members, and Lead
22 Counsel.

23 Miscellaneous Provisions

24 38. The Parties and each of them shall not issue or make any public
25 statements about this Stipulation or the Settlement except as mutually agreed in
26 writing through their respective counsel.
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39. Each Party shall bear his, her, or its own attorney’s fees and costs, except that Lead Counsel may seek an award of attorney’s fees and costs as provided by paragraphs 22-26 above.

40. All of the Exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.

41. This Stipulation may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

42. The Parties intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Class Members against the Released Parties with respect to the Released Claims. The Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm’s-length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery, with the involvement of an experienced mediator, and after consultation with experienced legal counsel. The Parties agree that the Settlement shall be afforded good faith settlement protection to the fullest extent provided by the law, and that the Judgment (in the form attached as Exhibit E) shall contain a provision providing for a bar on any contribution claims pursuant to the PSLRA.

43. To the extent permitted by law, all agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Stipulation.

44. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

45. This Stipulation and its Exhibits constitute the entire agreement among the Parties, except as expressly referenced otherwise herein, and no representations, warranties or inducements have been made to any Party concerning this Stipulation

1 or its Exhibits, other than the representations, warranties and covenants contained
2 and memorialized in such documents.

3 46. In the event that there exists a conflict or inconsistency between the
4 terms of this Stipulation and the terms of any Exhibit hereto, the terms of this
5 Stipulation shall prevail.

6 47. All recitals contained in this Stipulation are incorporated into and
7 deemed to be part of the substantive provisions hereof as if fully set forth therein.

8 48. This Stipulation may be executed in one or more counterparts. All
9 executed counterparts and each of them shall be deemed to be one and the same
10 instrument provided that counsel for the Parties shall exchange among themselves
11 original signed counterparts.

12 49. The Parties and their respective counsel of record agree that they will
13 use their best efforts to obtain all necessary approvals of the Court required by this
14 Stipulation.

15 50. Each counsel signing this Stipulation represents that such counsel has
16 authority to sign this Stipulation on behalf of his or her client or clients.

17 51. This Stipulation shall be binding upon and shall inure to the benefit of
18 the successors and assigns of the Parties, including any and all Released Parties and
19 any corporation, partnership, or other entity into or with which any party hereto may
20 merge, consolidate or reorganize.

21 52. Notices required by this Stipulation, except for Notice to the Class
22 pursuant to paragraph 1.23, shall be submitted either by any form of overnight mail
23 or in person to a Parties' respective counsel as set forth in the signature blocks at the
24 end of this Stipulation.

25 53. All terms of this Stipulation and the Exhibits hereto shall be governed
26 by and interpreted according to the substantive laws of the State of California and
27 without regard to its choice of law rules.
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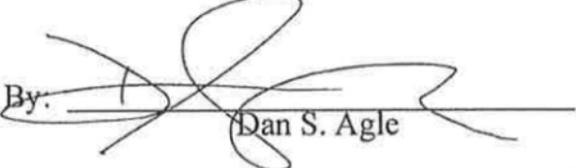
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54. All Parties to this Stipulation shall be subject to and shall submit to the jurisdiction of the United States District Court for the Central District of California for all purposes related to this Action and this Stipulation. The Parties shall further submit to the jurisdiction of Lizbeth Hasse in the event any disputes arise while the Parties are drafting and executing the settlement documents and while approval of the Court is pending.

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed, by their duly authorized attorneys, as of the date first mentioned above.

Dated October 9, 2015

KLINEDSINST, P.C.

By: 
Dan S. Agle

201 West Broadway, Suite 600
San Diego, California 92101
Telephone: (619) 239-8131
Facsimile: (619) 238-8707

Attorneys for Defendant

Dated: October 9, 2015

THE ROSEN LAW FIRM, P.A.
Laurence M. Rosen (SBN 219683)

By: 
Laurence M. Rosen

355 South Grand Avenue, Suite 2450
Los Angeles, CA 90071
Telephone: (213) 785-2610
Facsimile: (213) 226-4684

Attorneys for Plaintiffs and the Class

EXHIBIT A

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

-----X
STREAM SICAV, TODD MARX, JOHN
DORMAN, AND LEE KARLSON, CASE No.: CV 10-8695-DDP
INDIVIDUALLY AND ON BEHALF OF (VBKx)
ALL OTHERS SIMILARLY SITUATED,

Plaintiffs, CLASS ACTION

vs.

RINO INTERNATIONAL
CORPORATION, DEJUN ZOU,
JIANPING QIU, YI JENNY LIU, BEN
WANG, KENNITH C. JOHNSON, XIE
QUAN, WEIGUO ZHANG, LI YU, AND
FRAZER FROST, LLP f/k/a MOORE
STEPHENS WURTH FRAZER AND
TORBET, LLP,

**AMENDED [PROPOSED]
PRELIMINARY
APPROVAL ORDER**

Courtroom: 3
Judge: Hon. Dean D. Pregerson

Defendants.

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Lead Plaintiff Stream SICAV and Named Plaintiffs Todd Marx, John Dorman and Lee Karlson (collectively “Plaintiffs”), on behalf of themselves and each of the proposed members of the Class, and Defendant Frazer Frost LLP (“Frazer” or “Defendant”) have entered into a settlement of the claims asserted in the above-captioned action (the “Action”) against Defendant the terms of which are set forth in a Stipulation of Settlement dated August 26, 2015 (the “Stipulation”).

The Parties have moved, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, for approval of the proposed Settlement of the claims against Defendant in the Action, in accordance with the Stipulation; dismissal of those claims with prejudice; certification of the Class in the Action solely for purposes of settlement; and the provision of notice to the Class; and

The Court having read and considered the Stipulation; the proposed Notice of Proposed Settlement, Settlement Fairness Hearing, and Motion for Attorneys’ Fees, Reimbursement of Litigation Expenses, and an Award to Plaintiffs (“Notice of Proposed Settlement” or “Notice”); the proposed Summary Notice of Proposed Settlement, Settlement Fairness Hearing, and Motion for Attorneys’ Fees, Reimbursement of Litigation Expenses, and an Award to Plaintiffs (“Summary Notice”); the proposed Plan of Allocation of the Net Settlement Fund; the proposed form of the Proof of Claim and Release; and the proposed forms of Judgment and Orders relating to the Settlement; and finding that substantial and sufficient grounds exist for entering this Order;

IT IS HEREBY ORDERED THAT:

1. For the purposes of this Order, the Court adopts all defined terms as set forth in the Stipulation. Any inconsistencies between the Stipulation on the one hand, and the Notice of Proposed Settlement or any other exhibit to the Stipulation on the other, will be controlled by the language of the Stipulation.
2. The Court preliminarily approves the Settlement, as reflected in

1 the Stipulation, as being fair, just, reasonable and adequate, pending a final hearing
2 on the Settlement.

3 3. Pending final determinations of whether the Settlement should be
4 approved and the proposed Judgment entered, Plaintiffs shall not directly,
5 representatively, or in any other capacity, commence, prosecute, or cause anyone
6 (including any member of the proposed Class) to commence or prosecute any action
7 or proceeding in any court or tribunal against any of the Released Parties asserting
8 any of the Released Claims.

9 **CLASS CERTIFICATION**

10 4. The Action is conditionally certified for settlement purposes as a class
11 action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure
12 on behalf of a class consisting of all Persons who purchased the common stock or
13 call options of RINO, or sold put options of RINO, between March 31, 2009
14 through November 17, 2010, inclusive, and who have been damaged thereby.
15 Excluded from the class are Frazer, RINO and the Individual Defendants; the
16 immediate family members of each such excluded person; each of such excluded
17 persons' current and former officers, directors, partners, employees and affiliates;
18 any entity in which any such excluded person has a controlling interest; and the
19 legal representatives, heirs, predecessors, successors and assigns of any such
20 excluded person or entity. Also excluded from the Class are any Persons who
21 exclude themselves by filing a request for exclusion in accordance with the
22 requirements set forth in the Notice.

23 5. The Court has determined preliminarily and for the purpose of
24 settlement that (a) the Class is so numerous that joinder of all members is
25 impracticable; (b) there are questions of law and fact common to the Class that, as to
26 the Settlement and all related matters, predominate over any individual questions;
27 (c) the claims or defenses of Plaintiffs are typical of the claims or defenses of the
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1 Class; (d) Plaintiffs will fairly and adequately protect and represent the interests of
2 the Class; and (e) a class action is superior to other available methods for the fair
3 and efficient adjudication of this controversy.

4 **NOTICE**

5 6. Plaintiffs shall cause notice of the proposed Settlement, the
6 hearing on the proposed Settlement, the request for approval of the Plan of
7 Allocation of the Net Settlement Fund, and Lead Counsel’s application for an award
8 of attorneys’ fees, reimbursement of expenses, and an award to Plaintiffs to be
9 provided to the Class as follows:

10 a. Within 21 days of the date of this Order, a copy of the
11 Notice of Proposed Settlement, together with a copy of the Proof of Claim and
12 Release form (the “Proof of Claim”), substantially in the form annexed to the
13 Stipulation as Exhibits C and D, respectively, shall be mailed by first-class mail,
14 postage prepaid, to all potential members of the Class at the address of each such
15 Person as set forth in the records of RINO or its transfer agent which have already
16 been obtained by the Claims Administrator in connection with the RINO Settlement;
17 or who otherwise may be identified through further reasonable effort; and

18 b. The Summary Notice, substantially in the form annexed to
19 the Stipulation as Exhibit B, shall, within 21 days of this Order, be published in the
20 national edition of *The Investors’ Business Daily*.

21 7. The Court approves the forms of the Notice of Proposed
22 Settlement and the Summary Notice (together, the “Notices”) and the Proof of
23 Claim, and finds that the procedures established for publication, mailing and
24 distribution of such Notices substantially in the manner and form set forth in
25 paragraph 6 of this Order meet the requirements of Rule 23 of the Federal Rules of
26 Civil Procedure and due process, and constitute the best notice practicable under the
27 circumstances.
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1 8. The costs of notification to the Class of the Settlement, including
2 printing, mailing and publication of all required notices, shall be paid out of the
3 Notice and Administration Fund, in accordance with Paragraph 6 of the Stipulation.

4 9. Five (5) days before the date fixed by this Court for the Final
5 Approval Hearing, Lead Counsel shall cause to be filed with the Clerk of this Court
6 affidavits or declarations of the Person or Persons under whose general direction the
7 mailing of the Notice of Proposed Settlement and the publication of the Summary
8 Notice shall have been made, showing that such mailing and publication have been
9 made in accordance with this Order. All papers in support of the proposed
10 Settlement, including any application by Lead Counsel for attorneys' fees,
11 reimbursement of expenses, and an award to Plaintiffs, and any application for
12 approval of the Plan of Allocation, shall be filed and served at least thirty-five (35)
13 days before the Final Approval Hearing.

14 10. Within 10 days of this order, all nominees, who hold or held
15 RINO common stock or options for beneficial owners who are potential members of
16 the Class, are directed to forward the Notice and Proof of Claim to such beneficial
17 owners or, in the alternative, to supply the names and addresses of such beneficial
18 owners to the Claims Administrator as set forth in the Notice.

19 11. Lead Counsel is authorized and directed to prepare any tax
20 returns required to be filed on behalf of the Settlement Fund and to cause any taxes
21 due and owing to be paid from the Settlement Fund.

22 **HEARING; RIGHT TO BE HEARD**

23 12. There shall be a hearing (the "Final Approval Hearing") on ,
24 2015 at 10:00 a.m. in the United States District Court for the Central District of
25 California, Western Division - Spring Street Courthouse, 312 N. Spring Street, Los
26 Angeles, California 90012, (a) to finally certify the Class as defined herein; (b) to
27 determine whether the Settlement of the claims against Defendant in the Action, in
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1 accordance with the Stipulation, is fair, reasonable, and adequate and in the best
2 interests of the Class and should finally be approved by the Court; (c) to determine
3 whether or not the Final Judgment as provided in the Stipulation should be entered
4 in the Action, *inter alia*, dismissing the claims in the Action against Defendant with
5 prejudice as against all of the Class Members, and extinguishing and releasing all
6 Released Claims as defined in the Stipulation; (d) to consider the Plan of Allocation
7 for the distribution of the Net Settlement Fund; (e) to consider the application of
8 Lead Counsel for an award of attorneys' fees, reimbursement of expenses, and an
9 award to Plaintiffs to be paid from the Settlement Fund (the "Fee, Expense and
10 Award Application"); and (f) to hear and rule on such other matters as the Court
11 may deem appropriate.

12 13. The Court reserves the right to adjourn the Final Approval
13 Hearing, including consideration of the application for an award of attorneys' fees,
14 reimbursement of expenses, and an award to Lead Plaintiff, without further notice to
15 the Class.

16 14. The Court reserves the right to approve the Settlement at or after
17 the Final Approval Hearing with such modifications as may be consented to by the
18 Parties to the Stipulation and without further notice to the Class. The Court further
19 reserves the right to enter its Final Judgment as provided in the Stipulation, *inter*
20 *alia*, dismissing the claims against Defendant in the Action with prejudice as to
21 Plaintiffs, all Class Members and each of them, and their respective representatives,
22 trustees, predecessors, successors, parents, subsidiaries, divisions, heirs, and assigns,
23 and to order the payment of attorneys' fees and reimbursement of expenses to Lead
24 Counsel and an award to Plaintiffs, all without further notice to the Class.

25 15. At the Final Approval Hearing, any potential member of the
26 Class who desires to do so may appear personally or by counsel, provided that a
27 notice of appearance is served and filed as hereinafter provided, and such potential
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1 member of the Class may show cause, if any:

2 (a) why the Settlement should not be approved as fair,
3 reasonable, adequate, and in the best interests of the Class;

4 (b) why an Order and Final Judgment should not be entered as
5 provided for in the Stipulation, *inter alia*, dismissing the claims in the Action
6 against Defendant with prejudice as against all of the Class Members, and
7 extinguishing and releasing all Released Claims as defined in the Stipulation;

8 (c) why the Court should not approve the Plan of Allocation
9 for the distribution of the Net Settlement Fund; or

10 (d) why the Court should not grant an allowance of reasonable
11 fees to the attorneys for the Class for their services and disbursements incurred, and
12 an award to Plaintiffs, all to be paid from the Settlement Fund; provided, however,
13 that unless the Court in its discretion otherwise directs, no member of the Class or
14 any other Person (excluding a Party) shall be heard or shall be entitled to contest any
15 of these matters, and no papers, briefs, pleadings, or other documents submitted by
16 any member of the Class or any other Person (excluding a Party) shall be received
17 and considered, except by Order of the Court for good cause shown, unless, no later
18 than forty (40) days prior to the Final Approval Hearing, the following documents
19 are served and filed in the manner provided below:

20 (i) a Notice of Intention to Appear;

21 (ii) a detailed statement of such Person's specific
22 objections to any matter before the Court and the grounds for such objections and
23 any reasons why such Person desires to appear and be heard;

24 (iii) documents establishing proof of membership in the
25 Class, including details of all purchases and sales of RINO securities during the
26 Class Period; and
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1 (iv) all documents and writings which such Person
2 desires the Court to consider.

3 Such documents shall be filed with the Clerk of the Court,
4 United States District Court for the Central District of California, Western Division
5 - Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012,
6 and shall also be served by overnight mail or hand delivery upon the following
7 counsel:

8 **COUNSEL FOR LEAD PLAINTIFF**
9 Laurence M. Rosen
10 The Rosen Law Firm, P.A.
11 355 South Grand Avenue, Suite 2450
12 Los Angeles, CA 90071

COUNSEL FOR FRAZER
Heather Rosing
Klinedinst, P.C.
501 West Broadway, Suite 600
San Diego, CA 92101

13 16. Unless the Court otherwise directs, no member of the Class or
14 other Person shall be entitled to object to the Settlement, or to the Final Judgment to
15 be entered herein, or to the Plan of Allocation or to Lead Counsel's application for
16 attorneys' fees, reimbursement of expenses and an award to Lead Plaintiff, except
17 by serving and filing written objections as described above. Any Person who fails
18 to object in the manner prescribed above shall be deemed to have waived any
19 objection in this or any other action or proceeding, and shall be bound by all the
20 terms and provisions of the Stipulation and by all proceedings, orders, and
21 judgments in the Action.

22 17. Any potential member of the Class who wishes to be excluded
23 from the Class must make such request for exclusion in writing and include:

- 24 i. name;
- 25 ii. address;
- 26 iii. telephone number; and
- 27 iv. documentation verifying membership in the Class, including
28 documentation of all purchases and sales of securities of RINO during the Class
Period.

1 18. Such request for exclusion must be filed with the Court, served
2 on counsel for the Parties as set forth in paragraph 15 above, and mailed by first-
3 class postage pre-paid to the Claims Administrator designated by Lead Counsel no
4 later than forty (40) days prior to Final Approval Hearing.

5 19. Any potential member of the Class who does not timely and
6 validly request exclusion from the Class shall be bound by all determinations and
7 judgments in the Action, whether favorable or unfavorable, and regardless of
8 whether such Class Member executes and delivers a Proof of Claim.

9 20. Any Class Member who wishes to participate in the Settlement
10 must complete and submit a Proof of Claim in accordance with the instructions
11 contained therein. Unless otherwise ordered by the Court, all Proof of Claim Forms
12 must be completed and submitted no later than forty (40) days prior to Final
13 Approval Hearing. Unless otherwise ordered by the Court, any Class Member who
14 does not complete and submit a valid Proof of Claim within the time provided shall
15 be barred from sharing in the distribution of the Net Settlement Fund.

16 21. The Court shall consider the Plan of Allocation and the Fee,
17 Expense and Award Application separately from the Court's consideration of the
18 fairness, reasonableness and adequacy of the Settlement set forth in the Stipulation,
19 and any order or proceedings relating to the Fee, Expense and Award Application or
20 the Plan of Allocation, or any appeal from any orders relating thereto or reversal or
21 modification thereof, shall not operate to terminate or cancel the Stipulation, or
22 affect or delay the finality of the Judgment approving the Stipulation and the
23 Settlement of the claims against Defendants and Individual Defendants in the Action
24 in accordance therewith.

25 22. Upon the Effective Date, all Released Claims that have been or
26 could have been asserted against the Released Parties in the Action or in any other
27 action that has or could have been brought in this or any other forum by the
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1 Plaintiffs or by any member of the Class as defined herein (except those who validly
2 exclude themselves from the Class), shall be compromised, settled, released and
3 dismissed with prejudice and without costs to any Party, except as otherwise set
4 forth herein.

5 23. If the Settlement provided for in the Stipulation shall be
6 approved by the Court following the Final Approval Hearing, an Order and Final
7 Judgment shall be entered as described in the Stipulation.

8 24. If the Stipulation is not approved by the Court, is terminated or is
9 voided by Defendant or Plaintiffs in accordance with the Stipulation or shall not
10 become Effective, the claims against Defendant in this Action shall proceed,
11 completely without prejudice to any Party as to any matter of law or fact, as if the
12 Stipulation had not been made and had not been submitted to the Court (except as
13 otherwise provided in the Stipulation), and neither the Stipulation nor any provision
14 contained in the Stipulation nor any action undertaken pursuant thereto nor the
15 negotiation thereof by any Party shall be deemed a presumption, concession or
16 admission by Defendant in the Action of any fault, liability, or wrongdoing as to the
17 facts or claims alleged or asserted in the Action or in any other actions or
18 proceedings, and neither the Stipulation nor any provision contained in the
19 Stipulation nor any action undertaken pursuant thereto nor the negotiation thereof by
20 any Party shall be offered or received in evidence or otherwise used by any Person
21 in the Action or interpreted, construed, deemed, or invoked in any other action or
22 proceeding, whether civil, criminal, or administrative, as any presumption,
23 concession or admission of fault by Defendant. Certification of the Class for
24 purposes of the Settlement shall not constitute certification of the Class for any other
25 purpose.

26 25. Neither the Stipulation nor the Settlement contained therein, nor
27 any act performed nor document executed pursuant to or in furtherance of the
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Stipulation or Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of Defendant or the Released Parties; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault of or wrongdoing by Defendant or the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal.

26. All funds held by the Escrow Agent shall be deemed and considered to be *in custodia legis* of the Court and shall remain subject to the jurisdiction of the Court until such time as funds shall be distributed pursuant to paragraph 31 of the Stipulation, the Plan of Allocation, and/or further order from the Court; provided that it is understood that the funds used for notice and administration, as provided for in the Stipulation, shall be non-refundable in the event the Settlement is not approved.

27. The Court has carefully considered the objection to preliminary approval of the Settlement by Norman Miller and Richard Elipani (the “Nevada Plaintiffs”) (Docket #281). The objection of the Nevada Plaintiffs is overruled.

28. The Court hereby retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

Dated: _____, 2015

Dean D. Pregerson
United States District Judge

EXHIBIT B

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

-----X
STREAM SICAV, TODD MARX, JOHN
DORMAN, AND LEE KARLSON,
INDIVIDUALLY AND ON BEHALF OF
ALL OTHERS SIMILARLY SITUATED,

CASE No.: CV 10-8695-DDP
(VBKx)

Plaintiffs,

vs.

RINO INTERNATIONAL
CORPORATION, DEJUN ZOU,
JIANPING QIU, YI JENNY LIU, BEN
WANG, KENNITH C. JOHNSON, XIE
QUAN, WEIGUO ZHANG, LI YU, AND
FRAZER FROST, LLP f/k/a MOORE
STEPHENS WURTH FRAZER AND
TORBET, LLP,

Defendants.

-----X

**SUMMARY NOTICE OF PROPOSED SETTLEMENT,
SETTLEMENT FAIRNESS HEARING, AND MOTION FOR
ATTORNEYS’ FEES, REIMBURSEMENT OF LITIGATION
EXPENSES, AND AWARDS TO PLAINTIFFS**

**TO: ALL PERSONS OR ENTITIES WHO PURCHASED COMMON
STOCK AND/OR CALL OPTIONS OF RINO INTERNATIONAL
CORPORATION (“RINO”), OR SOLD PUT OPTIONS OF RINO,
BETWEEN MARCH 31, 2009 AND NOVEMBER 17, 2010,
INCLUSIVE (THE “CLASS PERIOD”), AND WHO PURPORT TO
HAVE BEEN DAMAGED THEREBY (THE “CLASS”)**

YOU ARE HEREBY NOTIFIED that the above-captioned action has been
certified as a class action for purposes of a proposed settlement valued at

\$1,685,000 (one million six hundred eighty five thousand dollars) in cash, plus certain interest. A hearing will be held before the Honorable Dean D. Pregerson in the United States District Court for the Central District of California, Western Division - Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012 at __:__ on _____, 2015 to determine whether the proposed Settlement and Plan of Allocation should be approved by the Court as fair, reasonable, and adequate, and to consider the application of Lead Counsel for attorneys' fees, reimbursement of litigation expenses, and an awards to Plaintiffs.

IF YOU ARE A POTENTIAL MEMBER OF THE CLASS DESCRIBED ABOVE, YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT FUND. If you have not yet received (1) the Notice of Proposed Settlement, Settlement Fairness Hearing, and Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Awards to Plaintiffs, and (2) the Proof of Claim and Release (collectively, the "Notice"), you may obtain copies by contacting the Claims Administrator at: RINO Securities Litigation, c/o Strategic Claims Services, 600 North Jackson Street, Suite 3, Media, PA 19063; by fax: (610) 565-7985; or by phone: (866) 274-4004. Copies of the Notice may also be downloaded from www.strategicclaims.net. If you are a member of the Class, in order to be eligible to share in the distribution of the Net Settlement Fund, you must mail your

completed and signed claim form by first-class mail **postmarked no later than _____, 2015 [40 days prior to final approval hearing]**, establishing that you are entitled to a recovery. You will be bound by any judgment entered in the Action whether or not you make a claim.

If you desire to be excluded from the Class, you must file a request for exclusion **postmarked no later than _____, 2015, [40 days prior to final approval hearing]** in the manner and form explained in the Notice. All members of the Class who do not request exclusion from the Class will be bound by any judgment entered in the Action.

Any objection to the proposed Settlement, Plan of Allocation, or application for attorneys' fees, reimbursement of litigation expenses, and an awards to Plaintiffs must be filed with the Court and delivered to counsel for the Parties no later than _____, 2015 [40 days prior to final approval hearing] in the manner and form set forth in the Notice.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE. Inquiries, other than requests for the Notice, may be made to Lead Counsel:

Laurence M. Rosen
The Rosen Law Firm, P.A.
355 South Grand Avenue, Suite 2450
Los Angeles, CA 90071

Telephone: (213) 785-2610
Facsimile: (213) 226-4684
E-mail: lrosen@rosenlegal.com

Dated: , 2015

By Order of the Court

EXHIBIT C

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

-----X
STREAM SICAV, TODD MARX, JOHN
DORMAN, AND LEE KARLSON,
INDIVIDUALLY AND ON BEHALF OF
ALL OTHERS SIMILARLY SITUATED,

CASE No.: CV 10-8695-DDP
(VBKx)

Plaintiffs,

vs.

RINO INTERNATIONAL
CORPORATION, DEJUN ZOU,
JIANPING QIU, YI JENNY LIU, BEN
WANG, KENNITH C. JOHNSON, XIE
QUAN, WEIGUO ZHANG, LI YU, AND
FRAZER FROST, LLP f/k/a MOORE
STEPHENS WURTH FRAZER AND
TORBET, LLP,

Defendants.

-----X

**NOTICE OF PROPOSED SETTLEMENT, SETTLEMENT
FAIRNESS HEARING, AND MOTION FOR ATTORNEYS'
FEES, REIMBURSEMENT OF LITIGATION EXPENSES,
AND AWARDS TO PLAINTIFFS**

**IF YOU PURCHASED THE COMMON STOCK AND/OR CALL OPTIONS
OF RINO INTERNATIONAL CORPORATION (“RINO” OR THE
“COMPANY”), OR SOLD PUT OPTIONS OF RINO, BETWEEN MARCH
31, 2009, AND NOVEMBER 17, 2010, INCLUSIVE (THE “CLASS
PERIOD”), AND WERE DAMAGED THEREBY (THE “CLASS”), YOU
COULD GET A PAYMENT FROM THE CLASS ACTION SETTLEMENT**

DESCRIBED BELOW.

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

THIS NOTICE EXPLAINS IMPORTANT RIGHTS YOU MAY HAVE, INCLUDING YOUR POSSIBLE RECEIPT OF CASH FROM THE SETTLEMENT. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU DO OR DO NOT ACT. ACCOMPANYING THIS NOTICE IS A PROOF OF CLAIM AND RELEASE (“PROOF OF CLAIM” OR “CLAIM FORM”). IN ORDER TO PARTICIPATE IN THE SETTLEMENT, YOU MUST MAIL THE COMPLETED AND SIGNED CLAIM FORM BY FIRST-CLASS MAIL, *POSTMARKED NO LATER THAN _____, 2012*, ADDRESSED TO THE CLAIMS ADMINISTRATOR AT:

RINO Securities Litigation
c/o Strategic Claims Services
600 North Jackson Street, Suite 3
Media, PA 19063

FOR THOSE CLASS MEMBERS WHO SUBMITTED A VALID AND TIMELY PROOF OF CLAIM AND RELEASE FORM IN THE SETTLEMENT WITH RINO INTERNATIONAL CORP., KENNITH JOHNSON AND WEIGO ZU, WHICH WAS APPROVED BY THE COURT ON DECEMBER 12, 2012 (THE “RINO SETTLEMENT”), THAT PROOF OF CLAIM AND RELEASE FORM WILL SERVE AS YOUR PROOF OF CLAIM AND RELEASE FORM IN THIS SETTLEMENT AND YOU ARE AUTOMATICALLY ELIGIBLE FOR A RECOVERY IN THIS SETTLEMENT WITHOUT NEEDING TO SUBMIT ANOTHER PROOF OF CLAIM AND RELEASE FORM. YOU CAN CONTACT THE CLAIMS ADMINISTRATOR AT (866) 274-4004 TO FIND OUT IF YOU

PREVIOUSLY SUBMITTED IN THE PREVIOUS SETTLEMENT AND WHETHER IT WAS VALID OR DEFICIENT FOR THOSE CLASS MEMBERS WHO DID NOT SUBMIT A VALID AND TIMELY PROOF OF CLAIM AND RELEASE FORM IN THE RINO SETTLEMENT TO RECOVER AS A CLASS MEMBER BASED ON YOUR CLAIM IN THE ACTION TITLED STREAM SICAV AND TODD MARX V. RINO INTERNATIONAL CORP. ET AL., CASE NO. 2:10-CV-08695-DDP-VBKX (THE "THE RINO LITIGATION"), YOU MUST YOU MUST MAIL THE COMPLETED AND SIGNED CLAIM FORM AS SET FORTH ABOVE.

FOR THOSE CLASS MEMBERS WHO DID NOT SUBMIT A VALID AND TIMELY PROOF OF CLAIM AND RELEASE FORM IN THE RINO SETTLEMENT, SUBMITTING A PROOF OF CLAIM AND FORM IN THIS SETTLEMENT DOES NOT ENTITLE YOU TO A RECOVERY IN THE RINO SETTLEMENT

PLEASE READ THIS NOTICE CAREFULLY!

1. **Statement of Plaintiff Recovery:** This Notice relates to a proposed settlement (the "Settlement") of claims asserted in a class action lawsuit against Frazer Frost LLP ("Frazer" or "Defendant"). The total value of the Settlement is \$1,685,000 (one million six hundred eighty five thousand dollars) in cash, plus interest earned from the time of funding of the Settlement through the time of distribution to Class Members. In particular, the Settlement will create a Settlement Fund to pay claims of investors who purchased the common stock or call options of RINO, or sold put options of RINO, between March 31, 2009, and November 17, 2010, inclusive, and who have been damaged thereby. The Net

Settlement Fund (the Settlement Fund less any attorneys' fees, awards to Plaintiffs, expert and consultant fees, taxes, and other costs and expenses approved by the Court) will be distributed in accordance with a plan of allocation (the "Plan of Allocation"). Plaintiffs' damages expert estimates that approximately 10.7 million shares of the Company were traded during the Class Period, which may have been damaged as a result of the allegedly wrongful conduct. Thus, assuming that the owners of all affected shares elect to participate, the average per share recovery from the Settlement Fund would be approximately \$0.16 per damaged share.

Option traders should review the Plan of Allocation, set out below, for their personal recovery.

2. **Reasons for the Settlement:** The Settlement resolves claims against Defendant alleging that they violated federal securities laws by allegedly issuing false audit reports with respect to RINO's financial statements. However, the Settlement should not be construed as an admission of wrongdoing by Defendant or any of the Released Parties. In light of the amount of the Settlement and the immediacy of recovery to the Class, Plaintiffs believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Class. Plaintiffs believe that the Settlement provides a substantial benefit, namely \$1,685,000 (one million six hundred eighty five thousand dollars) in cash, plus interest earned from the time of the funding of the Settlement through the time of distribution to Class Members (less the various deductions described in this Notice), as compared to the risk that a similar, smaller, or no recovery might have been achieved after a trial and appeals, possibly years in the future, during which Defendant would have had the opportunity to assert substantial defenses to the claims asserted against it.

3. **Statement of Average Amount of Damages Per Share:** The settling Parties do not agree on the average amount of damages that would be recoverable if Plaintiffs were to prevail on the claims asserted against Defendant. The settling

Parties disagree on, among other things: (a) whether Frazer conducted a proper audit of RINO's financial statements; (b) whether RINO's financial statements contained material misrepresentations and omissions; and (c) the percent of responsibility, if any, of Defendant for the alleged misrepresentations and omissions.

4. **Statement of Attorneys' Fees and Expenses Sought:** Lead Counsel (as defined in paragraph 5) intends to apply for an award of attorneys' fees on behalf of all plaintiffs' counsel not to exceed twenty-five percent (25%) of the Settlement Fund. In addition, Lead Counsel intends to apply for reimbursement of litigation expenses paid and incurred in connection with the prosecution and resolution of the claims against Defendant, in an amount not to exceed \$200,000. Lead Counsel also intends to apply for an award to Plaintiffs, in an amount not to exceed \$10,000 (or \$2,500 to each of the Lead and named plaintiffs). If the Court approves Lead Counsel's application for attorneys' fees, reimbursement of expenses, and an awards to Plaintiffs, the average cost per share will be approximately \$0.08 (assuming all eligible owners file claims).

5. **Identification of Lead Counsel:** Any questions regarding the Settlement should be directed to Lead Counsel:

Laurence M. Rosen
The Rosen Law Firm, P.A.
355 South Grand Avenue, Suite 2450
Los Angeles, CA 90071
Telephone: (213) 785-2610
Facsimile: (213) 226-4684
E-mail: lrosen@rosenlegal.com

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM NO LATER THAN _____, 2015	The only way to get a payment.
EXCLUDE YOURSELF FROM THE CLASS NO LATER THAN _____, 2015	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Defendant with respect to the claims in this case.
OBJECT NO LATER THAN _____, 2015	Write to the Court and explain why you do not like the Settlement.
GO TO THE HEARING ON _____, 2015 AND FILE A NOTICE OF INTENTION TO APPEAR NO LATER THAN _____, 2015	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Get no payment. Give up your rights.

[END OF COVER PAGE]

WHAT THIS NOTICE CONTAINS

PAGE

Why Did I Get This Notice?..... _____

How Do I Know If I Am Part of the Settlement?..... _____

What Recovery Does the Settlement Provide?..... _____

Why Is There a Settlement?..... _____

What Might Happen If There Were No Settlement?..... _____

What Payment Are the Attorneys For the Class Seeking?..... _____

What Is this Case About? What Has Happened So Far?..... _____

Why Has the Defendant Agreed to the Settlement?..... _____

What Led up to the Settlement? _____

What Are the Reasons for the Settlement?..... _____

How Much Will My Payment Be? _____

What Rights Am I Giving Up by Agreeing to the Settlement?..... _____

How Will the Lawyers Be Paid? _____

How Do I Participate in the Settlement? What Do I Need to Do?..... _____

What If I Do Not Want to Participate in the Settlement?
How Do I Exclude Myself?..... _____

When and Where Will the Court Decide Whether to Approve the
Settlement? Do I Have to Come to the Hearing? May I Speak at the
Hearing If I Don't Like the Settlement?..... _____

Special Notice to Brokers, Banks and Other Nominees..... _____

Can I See the Court File? Whom Should I Contact If I Have Questions? _____

WHY DID I GET THIS NOTICE?

6. You or someone in your family may have purchased the common stock and/or call options of RINO, or sold put options of RINO, between March 31, 2009, and November 17, 2010, inclusive, and may have been damaged thereby. You are being sent this Notice because, as a potential member of the Class, you have a right to know about a proposed settlement of certain claims in this class action lawsuit and what your options are, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, after objections and appeals, if any, are resolved, a claims administrator approved by the Court will make payments pursuant to the Settlement.

7. The Court in charge of this case is the United States District Court for the Central District of California, Western Division, and the case is known as *Stream SICAV, et al. v. RINO International Corp. et al.*, Case No. 2:10-cv-08695-DDP-VBKx.

8. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The purpose of this Notice is to inform you of the terms of the proposed Settlement and to inform you of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the proposed Settlement and to consider the application for attorneys' fees, reimbursement expenses, and awards to Plaintiffs (the "Final Approval Hearing").

9. The Final Approval Hearing will be held at __:__ on _____, 2015, before the Honorable Dean D. Pregerson at the United States District Court for the Central District of California, Western Division - Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012, to determine: (a) whether the proposed Settlement is fair, reasonable and adequate and should be approved by

the Court; (b) whether the claims against Defendant in this Action should be dismissed with prejudice as set forth in the Stipulation; (c) whether the proposed Plan of Allocation is fair and reasonable and should be approved; and (d) whether the application by Lead Counsel for attorneys' fees, reimbursement of expenses, and awards to Plaintiffs should be approved.

10. The issuance of this Notice is not an expression of the Court's opinion on the merits of any claim in the lawsuit, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement, payments will be made after appeals, if any, are resolved and after the completion of all claims processing. Please be patient.

HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

11. The Class covered by this Settlement consists of all persons and entities who purchased the common stock and/or call options of RINO, or sold put options of RINO, between March 31, 2009, and November 17, 2010, inclusive, and who purport to have been damaged thereby. Excluded from the Class are Frazer, RINO and the Individual Defendants; the immediate family members of each such excluded person; each of such excluded persons' current and former officers, directors, partners, employees and affiliates; any entity in which any such excluded person has a controlling interest; and the legal representatives, heirs, predecessors, successors and assigns of any such excluded person or entity. Also excluded from the Class is any person or entity who excludes himself, herself, or itself by filing a request for exclusion in accordance with the requirements set forth in this Notice. *See below*: "What if I Do Not Want to Participate in the Settlement? How Do I Exclude Myself?"

The claims of the Class being released in this Settlement also include certain claims of putative class members in a lawsuit filed in Nevada State Court

captioned *In re RINO Int'l. Corp. Derivative Action*, State Court Case No. 10-OC-005291 B, which was removed to Federal Court, Federal Court Case No. 3:15 0400-R CJ-VPC (“Nevada Action”). The Nevada Action alleges a direct class claim for Aiding and Abetting Breaches of Fiduciary Duty against Frazer on behalf of a class of persons who held RINO stock on December 8, 2010 (“Nevada Class Claims”). Thus, if you held RINO stock on December 8, 2010, you are also a class member in the Nevada Action. The Nevada Action also asserts two state law derivative/assigned claims which purport to pursue RINO’s rights and claims against Frazer for (1) “Professional Negligence and Accounting Malpractice” and (2) “Breach of Contract” (“Nevada Derivative Claims”). The Nevada Action is still pending and has not yet resulted in a settlement or judgment. If you participate and accept your pro-rata share of this Settlement, you will not receive any potential recovery from the Nevada Class Claims. You must decide whether to accept your pro-rata share of the instant Settlement amount or take a chance of receiving some recovery in the Nevada Action if the Nevada Class Claims are successful. There is no guarantee that there will ever be any recovery for the Nevada Class Claims. However, this Settlement does not release the Nevada Derivative Claims, and you may be eligible to participate in any future settlement of the Nevada Derivative Claims even if you do not exclude yourself from the instant Settlement.

RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE A CLASS MEMBER OR ARE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT, YOU MUST COMPLETE AND MAIL THE ACCOMPANYING CLAIM FORM TO THE CLAIMS ADMINISTRATOR, POSTMARKED ON OR BEFORE _____, 2015.

WHAT RECOVERY DOES THE SETTLEMENT PROVIDE?

12. Frazer has agreed to pay \$1,685,000.00 (one million six hundred eighty five thousand dollars) in cash plus interest as described in paragraph 1 above. Notification and administration costs, any attorneys' fees and expenses and/or an incentive awards to Plaintiffs, as may be authorized by the Court, and taxes and tax expenses will all be deducted from these settlement proceeds, and the balance will be distributed to Class Members.

13. The amount of any recovery will depend on a number of factors, including when and for what price Class Members purchased and/or sold their securities of the Company, and the total number of securities for which timely and valid claim forms are submitted by Class Members. *See below*: "How Much Will My Payment Be?"

14. Plaintiffs' damages expert estimates that approximately 10.7 million shares of the Company were traded during the Class Period which may have been damaged as a result of the allegedly wrongful conduct. Thus, assuming that the owners of all affected shares elect to participate, the average per share recovery from the Settlement Fund would be approximately \$0.16 per damaged share. **Option traders should review the Plan of Allocation, set out below, for their personal recovery.**

15. **Timing of Payment:** Within fifteen (15) days after the entry of the Court's Preliminary Approval Order, Frazer has agreed to deposit or cause to be deposited into the Escrow Account the sum of \$1,685,000 (one million six hundred eight five thousand dollars).

WHY IS THERE A SETTLEMENT?

16. Under the proposed Settlement, the Court will not decide in favor of

either the Plaintiffs or Defendant. By agreeing to a Settlement, both the Plaintiffs and Defendant avoid the costs and risk of a trial, and the Class Members are compensated.

17. In light of the amount of the Settlement and the immediacy of recovery to the Class, Plaintiffs believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of Class Members. Plaintiffs believe that the Settlement provides a substantial benefit, as compared to the risk that a similar, smaller, or no recovery might have been achieved after a trial and appeals, possibly years in the future, during which Defendant would have had the opportunity to assert substantial defenses to the claims asserted against it.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

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

WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING?

19. Plaintiffs' counsel have not received any payment for their services in pursuing claims against Defendant on behalf of the Class, nor have they been reimbursed for their considerable out-of-pocket expenses. Lead Counsel intends to apply to the Court for an award of attorneys' fees on behalf of all plaintiffs' counsel not to exceed twenty-five percent (25%) of the Settlement Fund. In addition, Lead Counsel intends to apply for reimbursement of litigation expenses in an amount not to exceed \$200,000. Lead Counsel further intends to apply for an incentive fee award to Plaintiffs in an amount not to exceed \$10,000 (or \$2,500

each to the Lead Plaintiff and three named plaintiffs). If the application for attorneys' fees, reimbursement of expenses, and awards to Plaintiffs is approved by the Court, the average cost per share would be approximately \$0.08. THE COURT HAS NOT EXPRESSED ANY OPINION ON THE APPLICATION FOR ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES, AND AWARDS TO PLAINTIFFS. *See below*: "How Will the Lawyers Be Paid?"

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

20. On November 12, 2010 and thereafter, the following actions were filed in the United States District Court for the Central District of California (the "Court"):

- *Hufnagle v. RINO International Corp. et al.*, No. 2:10-cv-08695-DDP-VBKx;
- *Baig v. RINO International Corp. et al.*, No. 8:10-cv-01754-DDP-VBKx;
- *Stevens v. RINO International Corp. et al.*, No. 2:10-cv-09011-DDP-VBKx;
- *Chau v. RINO International Corp. et al.*, No. 2:10-cv-09517-DDP-VBKx;
- *Zhang v. RINO International Corp. et al.*, No. 8:10-cv-01887-VBF-VBKx;
- and
- *Vu v. RINO International Corp. et al.*, No. 8:10-cv-01908-DDP-VBKx.

On February 16, 2011, the Court consolidated these actions pursuant to Fed. R. Civ. P. 42(a), appointed Stream SICAV as Lead Plaintiff, and approved The Rosen Law Firm, P.A. as Lead Counsel. Lead Counsel conducted a thorough investigation relating to the allegations of wrongdoing pertaining to each defendant in the Action, and the alleged damages suffered by the Class. Lead Counsel's investigation also included the review of publicly available reports and articles, and reports by securities analysts and investor advisory services concerning RINO. On April 18, 2011, Lead Plaintiff and named plaintiff Todd Marx filed a

Consolidated Amended Complaint (the “Complaint”) alleging violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated by the Securities and Exchange Commission.

On April 5, 2012 Lead Plaintiff entered into a Stipulation of Settlement with RINO International Corp. (“RINO”), Kenneth C. Johnson and Weiguo Zhang (the “RINO Settlement”).

On December 17, 2012, after a final approval hearing on the RINO Settlement, this Court entered a Final Judgment and Order of Dismissal with Prejudice pursuant to the releases set for the RINO Settlement.

On July 16, 2012 Lead Plaintiff and named plaintiff Todd Marx filed a Second Amended Complaint (“SAC”) naming Frazer as a Defendant.

On January 15, 2013 the Court granted Defendant’s Motion to Dismiss the SAC with leave to replead.

On January 24, 2013, Lead Plaintiff and named plaintiff Todd Marx filed the Third Amended Complaint (“TAC”). On August 1, 2013 the Court denied Defendant’s motion to dismiss the TAC. (Dkt. No. 258).

On January 31, 2014 Plaintiffs filed a Fourth Amended Complaint (“FAC”) adding John Dorman and Lee Karlson as additional named plaintiffs.

The parties conducted discovery in phases, the first phase consisting of Plaintiffs’ review of Frazer’s workpapers in connection with Frazer’s audits of RINO’s financial statements. The parties agreed to attend a mediation after the first phase of discovery was completed. The parties will not be proceeding with the second phase of discovery in light of this Settlement.

WHY HAS THE DEFENDANT AGREED TO THE SETTLEMENT?

21. The Settlement is not evidence of, an admission of, or a concession on the part of Defendant of any fault or liability whatsoever on the part Defendant or

any of the Released Parties, or of any infirmity in any defenses they have asserted or intended to assert in the Action. However, Defendant considers it desirable and in its best interests that the claims against it be dismissed on the terms set forth in the Stipulation to avoid further expense and protracted litigation, taking into account the uncertainty and risks inherent in any litigation.

WHAT LED UP TO THE SETTLEMENT?

22. The Settlement resulted from extensive arm's-length negotiations among counsel for Plaintiffs and Defendant. Several settlement discussions took place which ultimately resulted in an agreement to settle the claims against Defendant.

WHAT ARE THE REASONS FOR THE SETTLEMENT?

23. Plaintiffs and Lead Counsel believe that the claims asserted against Defendant have merit. However, they recognize the expense and length of continued proceedings necessary to pursue their claims against Defendant through trial and appeals. Plaintiffs and Lead Counsel have also taken into account the issues that would have to be decided by a jury, including whether Defendant acted knowingly or recklessly, and the amount of any damages caused by Defendant. Plaintiffs and Lead Counsel have also considered the uncertain outcome and trial risk in complex lawsuits like this one. Plaintiffs and Lead Counsel believe that a recovery now will provide an immediate benefit to Class Members, which is superior to the risk of proceeding with the Action. Considering these factors and balancing them against the certain and substantial benefits that the Class will receive as a result of the Settlement, Plaintiffs and Lead Counsel determined that the Settlement described herein is fair, reasonable and adequate, and that it is in the best interests of the Class to settle the claims against Defendant in this Action on

the terms set forth in the Stipulation and this Notice.

HOW MUCH WILL MY PAYMENT BE?

THE PROPOSED PLAN OF ALLOCATION

General Provisions

24. The \$1,685,000 (one million six hundred eighty five thousand dollars) in cash, plus interest earned from the time of the funding of the Settlement through the time of distribution to Class Members, shall be the Gross Settlement Fund. The Gross Settlement Fund less taxes, approved costs, fees, expenses and awards (the “Net Settlement Fund”) shall be distributed to Class Members who submit timely and valid Proofs of Claim (“Authorized Claimants”).

25. The Claims Administrator, under the direction of Lead Counsel, shall determine each Authorized Claimant’s *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant’s “Net Recognized Loss” for each eligible security. The portion of the Net Settlement Fund allocated to the Recognized Losses attributable to option contracts shall not exceed 5% of the Net Settlement Fund.

26. The Recognized Loss formula is not intended to be an estimate of the amount of what a Class Member lost or 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 Loss formula is simply the basis upon which the Net Settlement Fund will be proportionately allocated to Authorized Claimants.

27. The date of a purchase or sale of RINO securities is the trade date, and not the settlement date.

28. The first-in, first-out basis (“FIFO”) will be applied to both purchases and sales.

29. Shares of RINO common stock acquired during the Class Period through the exercise of a call option shall be treated as a purchase on the date of exercise for the strike price plus the option premium. Shares of RINO common stock sold during the Class Period through the assignment of a call option shall be treated as a sale on the date of exercise for the strike price plus the option premium. Shares of RINO common stock acquired during the Class Period through the assignment of a put option shall be treated as a purchase on the date the put option was written for the strike price minus the option premium. If the put option was written prior to the Class Period, the Recognized Loss for the shares assigned shall be zero. Shares of RINO common stock sold through the exercise of a put option shall be treated as a sale on the date of exercise for the strike price minus the option premium.

30. The price paid or received should exclude all commissions, taxes and fees.

31. Shares originally sold short shall have a Recognized Loss of zero.

32. For purposes of determining whether an Authorized Claimant is eligible for an overall recovery from the Net Settlement Fund, any profits resulting from transactions in one category of securities shall not offset losses in another category of securities.

33. No cash payment will be made on a claim where the potential distribution amount is \$10 or less.

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

35. No person shall have any claim against Lead Counsel, the Claims Administrator or other agent designated by Lead Counsel, or Defendant or Defendant's counsel based on any distribution made substantially in accordance with the Stipulation and this Plan of Allocation, or further orders of the Court.

36. Class Members who do not submit timely and valid Proofs of Claim will not share in the Settlement proceeds. Class Members who do not either submit a request for exclusion or submit a timely and valid Proof of Claim will nevertheless be bound by the terms of this Settlement.

37. Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the settlement. If any funds remain in the Net Settlement Fund by reason of un-cashed checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Class members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund one (1) year after the initial distribution of such funds shall be re-distributed to Class members who have cashed their initial distributions and who would receive at least \$10 from such re-distribution, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for such re-distribution. If after six months after such re-distribution any funds shall remain in the Net Settlement Fund, then such balance shall be contributed to non-sectarian, not-for-profit, 501(c)(3) organization(s) designated by Lead Counsel.

Calculation of Loss Amount

38. Recognized Loss Calculation for Common Stock Purchased during the Class Period:

a. For shares purchased between March 31, 2009 and November 17, 2010, inclusive, and sold between November 10, 2010 and December 7, 2010, inclusive, recognized loss per share is the lesser of:

1. The price paid less the price received,
or
2. \$15.52 less the price received.

b. For shares purchased between March 31, 2009 and November

17, 2010 inclusive, and sold between December 8, 2010 and March 7, 2011, inclusive, recognized loss per share is the lesser of:

1. \$12.37,
2. The price paid less the price received,
3. The price paid less the price in Table A on the date of sale, or
4. The price paid less \$3.15.

c. For shares purchased between March 31, 2009 and November 17, 2010 and held on March 8, 2011, recognized loss per share is the lesser of:

1. \$12.37, or
2. The price paid less \$3.15.

39. Recognized Loss Calculation for Option Contracts During the Class Period:

For common stock call options

a. The recognized loss for each share covered by a call option contract on RINO common stock purchased or otherwise acquired between March 31, 2009 and November 17, 2010, inclusive and held on or after November 10, 2010 shall be the lesser of:

1. \$3.09 for each share covered by the option, or
2. 25% of the price paid less 25% of the price received on sale of the option.

b. If the option expired worthless and unexercised while still owned by the Authorized Claimant, the sales price shall be deemed to be Zero (\$0.00).

c. Shares of RINO common stock acquired during the Class

Period through the exercise of a call option shall be treated as a purchase on the date of exercise for the exercise price plus the cost of the call option, and any recognized loss arising from such transaction shall be computed as provided for other purchases of RINO stock as set forth herein.

d. No recognized loss shall be calculated based upon the sale or writing of any call option that was subsequently repurchased.

For common stock put options

a. The recognized loss for each share of RINO common stock covered by a put option contract on RINO common stock sold or written between March 31, 2009 and November 17, 2010, inclusive and outstanding on or after November 10, 2010 shall be the lesser of:

1. \$6.18 for each share covered, or
2. 50% of the amount received for the contract on the date the claimant sold or wrote the put contract, less 50% of the amount received per put option contract and (b) the purchase price paid per put option contract when said put options were subsequently repurchased. For put options sold or written during the Class Period that expired worthless and unassigned, the Authorized Claimant's Recognized Claim shall be Zero (\$0.00).

b. For RINO options that were sold or written during the Class Period, that were "put" to the Authorized Claimant (i.e. assigned) at any time, the Authorized Claimant's Recognized Claim shall be calculated as a purchase of RINO common stock as shown herein, and as if the sale of the put option were instead a purchase of RINO common stock on the date of the sale or writing of the put option, and the "purchase price paid" shall be the strike price of the put option less the proceeds received from the sale of the put option.

c. No recognized loss shall be calculated based upon the sale of any put option that was previously purchased.

d. The total recovery payable to Authorized Claimants from transactions in call or put options shall not exceed five percent (5%) of the Distribution Amount.

40. General Provisions Regarding Calculation of Loss Amount

a. If a Settlement Class Member has more than one purchase or sale of RINO common stock or call options (“RINO Securities”) during the Settlement Class Period, all purchases and sales shall be matched on a First In, First Out (“FIFO”) basis. Settlement Class Period sales will be matched first against any RINO Securities held at the beginning of the Settlement Class Period, and then against purchases in chronological order, beginning with the earliest purchase made during the Settlement Class Period. Settlement Class Period Sales matched to RINO Securities held at the beginning of the Settlement Class Period shall be excluded from the calculation of Recognized Losses. Purchases and sales of RINO Securities shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance or operation of law of RINO Securities during the Settlement Class Period shall not be deemed a purchase or sale of these securities for the calculation of an Authorized Claimant’s Recognized Loss Amount for these securities nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of such securities unless: (i) the donor or decedent purchased or otherwise acquired such RINO Securities during the Settlement Class Period; (ii) no Proof of Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such securities; and (iii) the assignment is specifically provided for in the instrument of gift or assignment.

b. The Recognized Loss for short sales is zero.

c. To the extent a Claimant had a market gain from his, her, or its overall transactions in RINO Securities during the Settlement Class Period, the value of the claim will be zero. Such Claimants will, in any event, be bound by the Settlement. To the extent that a Claimant suffered an overall market loss on his, her, or its overall transactions in RINO Securities during the Settlement Class Period, but that market loss was less than the total Recognized Loss calculated above, then the Claimant's Recognized Loss shall be limited to the amount of the actual market loss.

<p style="text-align: center;">WHAT RIGHTS AM I GIVING UP BY AGREEING TO THE SETTLEMENT?</p>

41. If the Settlement is approved, the Court will enter a Final Judgment (the "Judgment"). The Judgment will dismiss the claims against Defendant in this Action with prejudice and provide that Plaintiffs and all other Class Members, excluding those who validly and timely requested to be excluded from the Class, shall, upon the Effective Date of the Judgment, be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, waived, discharged and dismissed any or all Released Claims against the Released Parties.

a. "Defendant" means Frazer Frost, LLP.

b. "Effective Date" means the latest date all of the events and conditions specified in the Stipulation have been met or have occurred, as set forth in paragraph 10 of the Stipulation.

c. "Individual Defendants" means, collectively, Dejun Zou, Jianping Qiu, Yi Jenny Liu, Ben Wang, Kenneth C. Johnson, Xie Quan, Weiguo Zhang and Li Yu.

d. "Judgment" or "Final Judgment" means the Order or Orders entered by the Court if and upon approval of the Settlement, dismissing the claims

against Defendant in the Action with prejudice and without costs (except to the extent awarded by the Court) to any Party, certifying the Class for settlement purposes, releasing all Released Claims as against the Released Parties, and enjoining Class Members from instituting, continuing or prosecuting any action asserting any Released Claims against any Released Party.

e. “RINO” or the “Company” means RINO International Corporation, its predecessors, successors, subsidiaries and assigns.

f. “Released Claims” means, collectively, all claims (including “Unknown Claims” as defined in paragraph 1.37 below) of every nature and description whatsoever, known or unknown, asserted or that might have been asserted or that might be asserted, against Defendant, and/or the Released Parties, Plaintiffs or any Class Member in any capacity, arising out of, based upon or related to (a) the purchase, acquisition, sale or ownership of RINO common stock, call options or put options during the Class Period, or (b) the subject matter of the Action, or the facts, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act which were or could have been alleged in the Action. “Released Claims” further includes any and all claims arising out of, based upon or related to the Settlement or resolution of the Action, except for any alleged breaches of this Stipulation. Released Claims specifically excludes the derivative/assigned claims which purport to pursue RINO’s rights and claims against Defendant (as defined in the First Cause of Action for “Professional Negligence and Accounting Malpractice” and the Second Cause of Action for “Breach of Contract”) asserted in the lawsuit filed in Nevada State Court captioned *In re RINO Int’l. Corp. Derivative Action*, State Court Case No. 10-OC-005291 B, which was removed to Federal Court, Federal Court Case No. 3:15 0400-RCJ-VPC (the “Nevada Action”). Released Claims specifically includes the direct claims (as defined in the Third Cause of Action for “Aiding and Abetting Breaches of

Fiduciary Duty”) in the Nevada Action complaint on behalf of purchasers of RINO stock during the Class Period and who are therefore members of the Class in this Action. Released Claims specifically excludes any claims of persons who are not Class Members in this Action.”

g. “Released Parties” means Defendant, and their current and former agents, employees, officers, directors, partners, members, representatives, heirs, insurers, reinsurers, attorneys, advisors, subsidiaries, parents, affiliates, predecessors, successors and assigns. The term “Released Parties” includes Moore Stephens Wurth Frazer & Torbet, LLP; Frost, PLLC; and Frazer, LLP.

h. “RINO Settlement” means the April 5, 2012 Stipulation of Settlement with RINO Kenneth C. Johnson and Weiguo Zhang, which was finally approved by the Court on December 17, 2012 for settlement, and for which the Court approved distribution of funds to Class Members on August 27, 2013.

i. “Unknown Claims” means, collectively, all claims, demands, rights, liabilities, and causes of action of every nature and description which any Plaintiffs or Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Parties, or might have affected his, her or its decision not to object to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, Plaintiffs expressly waive, and each of the Class Members is hereby deemed to have waived, and by operation of the Judgment shall have 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.

The Plaintiffs shall expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, 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, which is similar, comparable or equivalent to California Civil Code § 1542. The 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, fully, finally and forever settle and release, 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, whether the Released Claims are known or unknown, suspected or unsuspected, contingent or non-contingent, or concealed or hidden, without regard to the subsequent discovery or existence of any additional or different facts. The 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.

42. The Judgment will also provide that Defendant and any of the other Released Parties shall each be deemed to have, and by operation of the Judgment shall have fully, finally, and forever released, waived, and discharged Plaintiffs, Class Members, and Lead Counsel from any and all claims which arise out of the filing, prosecution, maintenance or resolution of the claims against Defendant in the Action, except claims relating to the enforcement of the Stipulation.

HOW WILL THE LAWYERS BE PAID?

43. At the Final Approval Hearing described below, or at such other time

as the Court may direct, Lead Counsel intends to apply for an award of attorneys' fees on behalf of all plaintiffs' counsel not to exceed twenty-five percent (25%) of the Settlement Fund. In addition, Lead Counsel intends to apply for reimbursement of litigation expenses incurred in connection with the lawsuit, in an amount not to exceed \$200,000. Finally, Lead Counsel also intends to apply for an incentive fee award to Plaintiffs, in an amount not to exceed \$10,000 (or \$2,500 for each for the Lead Plaintiff and three named plaintiffs).

44. To date, Lead Counsel has not received nor any payment for their services in prosecuting this Action on behalf of the Class, nor have counsel been reimbursed for their out-of-pocket expenses. The fee requested by Lead Counsel would compensate Lead Counsel for their efforts in achieving the Settlement for the benefit of the Class, and for their risk in undertaking this representation on a contingency basis. The fee requested is within the range of fees awarded to plaintiffs' counsel under similar circumstances in litigation of this type in this Circuit. The Court will determine the amount of the award.

<p style="text-align: center;">HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?</p>

45. The Court has certified this Action as a class action for purposes of this Settlement. If you purchased the common stock and/or call options of RINO, or sold put options of RINO, between March 31, 2009, and November 17, 2010, inclusive, and were damaged thereby, and you are not excluded by the definition of the Class and do not elect to exclude yourself, then you are a Class Member, and you will be bound by the proposed Settlement provided for in the Stipulation, in the event it is approved by the Court, as well as by any judgment or determination of the Court affecting the Class. Unless otherwise provided by the Court, any Class Member who fails to submit a claim form by _____, 2015 shall forever be barred from receiving any payments pursuant to the Settlement set forth in the

Stipulation, but will in all other respects be subject to the provisions of the Stipulation, including the terms of any judgments entered and the releases given.

46. If you wish to remain a Class Member and you did not submit a valid and timely Proof of Claim and Release Form in the RINO Settlement, you may be eligible to share in the proceeds of the Settlement, provided that you submit a valid Proof of Claim, which must be completed, signed and supported by such documents as specified in the accompanying claim form. Extra copies of this Notice and Proof of Claim can be obtained from the Claims Administrator by mail at RINO Securities Litigation, c/o Strategic Claims Services, 600 North Jackson Street, Suite 3, Media, PA 19063; by fax at (610) 565-7985; or by toll-free phone at (866) 274-4004. Copies of the Notice and Proof of Claim may also be downloaded from the Claims Administrator's website at www.strategicclaims.net.

If you do not know whether you submitted a valid and timely proof of claim in the RINO Settlement, please contact the Claims Administrator at (866) 274-4004.

47. The Court may disallow or adjust the Claim of any Class Member. The Court also may modify the Plan of Allocation without further notice to the Class. Payments pursuant to the Plan of Allocation, as approved by the Court, will be conclusive against all Authorized Claimants. No Person shall have any claim against Lead Counsel, the Claims Administrator or any other agent designated by Lead Counsel on the basis of any distributions made substantially in accordance with the Stipulation and the Settlement, the Plan of Allocation, or further orders of the Court. Each Claimant shall be deemed to have submitted to the jurisdiction of the United States District Court for the Central District of California with respect to his, her or its Claim Form.

48. As a Class Member you are represented by Plaintiffs and Lead Counsel, unless you enter an appearance through counsel of your own choice at

your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file an appearance on your behalf and must serve copies of such appearance on the attorneys listed in the section below entitled, “When and Where Will the Court Decide Whether to Approve the Settlement?”

49. If you do not wish to remain a Class Member, you may exclude yourself from the Class by following the instructions in the section below entitled, “What If I Do Not Want to Participate in the Settlement? How Do I Exclude Myself?”

50. If you object to the Settlement or any of its terms, the proposed Plan of Allocation, or Lead Counsel’s application for attorneys’ fees, reimbursement of expenses, and awards to Plaintiffs, and if you do not exclude yourself from the Class, you may present your objections by following the instructions in the section below entitled, “When and Where Will the Court Decide Whether to Approve the Settlement?”

<p style="text-align:center">WHAT IF I DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT? HOW DO I EXCLUDE MYSELF?</p>
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51. Each potential member of the Class will be bound by all determinations and judgments in this lawsuit concerning the Settlement, whether favorable or unfavorable, unless such Person mails, by first-class mail, a written request for exclusion from the Class, **postmarked no later than _____, 2015** [fourty calendar days prior to the Final Approval Hearing], addressed to the Claims Administrator at: RINO Securities Litigation – Exclusions, c/o Strategic Claims Services, 600 North Jackson Street, Suite 3, Media, PA 19063. **No Person may exclude himself, herself or itself from the Class after that date.** In order to be valid, each request for exclusion must set forth the name and address of the

person or entity requesting exclusion, must state that such person or entity “requests exclusion from the Class in *Stream SICAV et al. v. RINO International Corp. et al.*, Case No. 5:10-cv-08695-DDP-VBKx” and must be signed by such person or entity. The following information must also be provided: a telephone number, and the date(s), price(s), and number(s) of shares of all purchases and sales of RINO Securities during the Class Period. Requests for exclusion will not be accepted if the requests do not include the required information and/or if the requests are not made within the time stated above, unless the requests for exclusion are otherwise accepted by the Court. If you are a potential member of the Class and you, or someone acting on your behalf, does not submit a timely Request for Exclusion, and the Court approves the Settlement, you will be bound by the terms of any judgment that the Court enters. You will be bound by the judgment whether or not you submit a Proof of Claim and Release. The Judgment enjoins the filing or continued prosecution of Released Claims. It also releases the Released Claims against the Released Parties, including those that are subject to pending lawsuits or arbitrations.

52. If a potential member of the Class requests to be excluded from the Class, that Class Member will not receive any benefit provided for in the Stipulation.

<p>WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?</p>
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If you do not wish to object to the proposed Settlement; the application for attorneys' fees, reimbursement of expenses, awards to Plaintiffs; and/or the proposed Plan of Allocation, you need not attend the Final Approval Hearing.

53. Any Class Member who does not request exclusion by _____,

2015 [forty days prior to the Final Approval Hearing] may appear at the Final Approval Hearing and be heard on any of the matters to be considered at the hearing; provided, however, that no such Person shall be heard unless his, her or its objection or opposition is made in writing and is filed, together with copies of all other papers and briefs to be submitted to the Court at the Final Approval Hearing, by him, her or it (including proof of all purchases of RINO Securities during the Class Period) with the Clerk's Office at the United States District Court for the Central District of California, Western Division - Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012, on or before _____, 2015, and is served on the same day by hand or overnight delivery to each of the following:

COUNSEL FOR LEAD PLAINTIFF

Laurence M. Rosen
The Rosen Law Firm, P.A.
355 South Grand Avenue, Suite 2450
Los Angeles, CA 90071

COUNSEL FOR FRAZER

Heather L. Rosing
Klinedinst, P.C.
201 West Broadway, Suite 600
San Diego, California 92101

54. The filing must demonstrate your membership in the Class including the number of RINO Securities purchased and/or sold during the Class Period and prices paid. Only Class Members who have submitted their position in this manner will be entitled to be heard at the Final Approval Hearing, unless the Court orders otherwise. You may file an objection without having to appear at the Final Approval Hearing. Class Members who approve of the Settlement need not appear at the Final Approval Hearing.

55. Attendance at the hearing is not necessary; however, Persons wishing to be heard orally in opposition to the approval of the Settlement, the proposed Plan of Allocation, and/or the request for attorneys' fees, reimbursement of expenses, and awards to Plaintiffs are required to indicate in their written objections their intention to appear at the hearing. Persons who intend to object to

the Settlement, the proposed Plan of Allocation, and/or Lead Counsel's application for an award of attorneys' fees, reimbursement of expenses, and awards to Plaintiffs, and desire to present evidence at the Final Approval Hearing, must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Final Approval Hearing.

56. The Final Approval Hearing may be delayed from time to time by the Court without further written notice to the Class. If you intend to attend the Final Approval Hearing, you should confirm the date and time with Lead Counsel.

Unless otherwise ordered by the Court, any potential member of the Class who does not object in the manner described herein will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement; the application for attorneys' fees, reimbursement of expenses, and awards to Plaintiffs; and/or the proposed Plan of Allocation. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

<p>SPECIAL NOTICE TO BROKERS, BANKS AND OTHER NOMINEES</p>

57. Financial institutions and other nominees who purchased or sold RINO common stock, or purchased or sold RINO call option contracts, or sold or re-purchased put option contracts during the Class Period on behalf of beneficial owners of such securities are directed within fourteen (14) days from the date of this Notice to: (a) send a copy of this Notice and Proof of Claim to such beneficial owners; or (b) provide the names and last-known addresses of such beneficial owners to the Claims Administrator, setting forth: (i) title/registration, (ii) street address, and (iii) city/state/zip; preferably electronically in an MS Excel data table

or in an MS Word file, or on computer-generated mailing labels. In the latter case, the Claims Administrator will send copies of the Notice and Proof of Claim to such beneficial owners. All communications with the Claims Administrator and requests for copies of documents should be made to:

RINO Securities Litigation
c/o Strategic Claims Services
600 North Jackson Street, Suite 3,
Media, PA 19063
Fax: (610) 565-7985
Phone: (866) 274-4004
Website: www.strategicclaims.net

After full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred in complying herewith by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought.

<p style="text-align: center;">CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?</p>
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58. This Notice contains only a summary of the terms of the proposed Settlement. For a more detailed statement of the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Clerk, United States District Court for the Central District of California, Western Division - Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012.

59. All inquiries concerning this Notice or the Proof of Claim should be directed to the Claims Administrator at:

RINO Securities Litigation
c/o Strategic Claims Services

600 North Jackson Street, Suite 3,
Media, PA 19063
Fax: (610) 565-7985
Phone: (866) 274-4004
Website: www.strategicclaims.net

or

Laurence M. Rosen
The Rosen Law Firm, P.A.
355 South Grand Avenue, Suite 2450
Los Angeles, CA 90071
Telephone: (213) 785-2610
Facsimile: (213) 226-4684
E-mail: lrosen@rosenlegal.com

Attorneys for Plaintiffs and the Class

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

Dated: _____, 2015

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

EXHIBIT D

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

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STREAM SICAV, TODD MARX, JOHN
DORMAN, AND LEE KARLSON,
INDIVIDUALLY AND ON BEHALF OF
ALL OTHERS SIMILARLY SITUATED,

CASE No.: CV 10-8695-DDP
(VBKx)

Plaintiffs,

vs.

RINO INTERNATIONAL
CORPORATION, DEJUN ZOU,
JIANPING QIU, YI JENNY LIU, BEN
WANG, KENNITH C. JOHNSON, XIE
QUAN, WEIGUO ZHANG, LI YU, AND
FRAZER FROST, LLP f/k/a MOORE
STEPHENS WURTH FRAZER AND
TORBET, LLP,

Defendants.

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PROOF OF CLAIM AND RELEASE

GENERAL INSTRUCTIONS

- 1. IF YOU PREVIOUSLY SUBMITTED A VALID AND TIMELY PROOF OF CLAIM AND RELEASE FORM IN THE RINO SETTLEMENT IN THE SETTLEMENT WITH RINO INTERNATIONAL CORP., KENNITH JOHNSON AND WEIGO ZU, WHICH WAS APPROVED BY THE COURT ON DECEMBER 12, 2012 (THE “RINO SETTLEMENT”), THAT PROOF OF CLAIM AND RELEASE FORM WILL SERVE AS A PROPER PROOF OF CLAIM AND RELEASE FORM FOR THIS SETTLEMENT AND YOU ARE ELIGIBLE TO REOVER IN**

THIS SETTLEMENT WITHOUT NEEDING TO SUBMIT ANOTHER PROOF OF CLAIM AND RELEASE FORM. YOU CAN CONTACT THE CLAIMS ADMINISTRATOR AT (866) 274-4004 TO FIND OUT IF YOU PREVIOUSLY SUBMITTED A CLAIM FORM IN THE PREVIOUS SETTLEMENT AND WHETHER IT WAS VALID OR DEFICIENT.

- 2. IF YOU DID NOT SUBMIT A VALID AND TIMELY PROOF OF CLAIM AND RELEASE FORM IN THE RINO SETTLEMENT, TO RECOVER AS A CLASS MEMBER BASED ON YOUR CLAIM IN THIS SETTLEMENT YOU MUST COMPLETE AND ON PAGE [REDACTED] HEREOF, SIGN THIS PROOF OF CLAIM AND RELEASE FORM AND SUBMIT THE REQUESTED DOCUMENTATION. IF YOU FAIL TO PROPERLY PROVIDE THE REQUIRED DOCUMENTATION, YOUR CLAIM MAY BE REJECTED AND YOU MAY BE PRECLUDED FROM OBTAINING ANY RECOVERY FROM THE NET SETTLEMENT FUND CREATED IN CONNECTION WITH THE PROPOSED SETTLEMENT OF THIS ACTION.**

3. It is important that you completely read and understand the Notice of Proposed Settlement, Settlement Fairness Hearing, and Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Awards to Plaintiffs (the "Notice") and the Plan of Allocation of the Net Settlement Fund (the "Plan") that accompany this Proof of Claim and Release ("Proof of Claim" or "claim form"). The Notice and Plan describe the proposed Settlement, how Class Members are affected by it, and the manner in which the Settlement Fund will be distributed, if the Settlement and Plan are approved by the Court. The Notice also contains the definitions of many of the terms (which are indicated by initial capital letters) used in this Proof of Claim and Release. By signing and submitting the Proof of Claim, you will be certifying that you have read and understood the Notice.

4. IF YOU DID NOT SUBMIT A TIMELY AND VALID PROOF OF CLAIM AND RELEASE FORM IN THE RINO SETTLEMENT IN

ORDER TO PARTICIPATE IN THE SETTLEMENT, YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM, BY FIRST-CLASS MAIL, *POSTMARKED ON OR BEFORE* _____, 2015, ADDRESSED TO THE CLAIMS ADMINISTRATOR AT:

RINO Securities Litigation
c/o Strategic Claims Services
600 North Jackson Street, Suite 3
Media, PA 19063

This Proof of Claim is directed to all persons and entities who purchased the common stock and/or call options of RINO, or sold put options of RINO, between March 31, 2009, and November 17, 2010, inclusive, and were damaged thereby. The above described securities are referred to herein as the “Subject Securities.” Excluded from the Class are Frazer, RINO and the Individual Defendants; the immediate family members of each such excluded person; each of such excluded persons’ current and former officers, directors, partners, employees and affiliates; any entity in which any such excluded person has a controlling interest; and the legal representatives, heirs, predecessors, successors and assigns of any such excluded person or entity. Also excluded from the Class is any person or entity who excludes himself, herself, or itself by filing a request for exclusion in accordance with the requirements set forth in this Notice.

5. If you are not a Class Member, or if you have filed, or someone acting on your behalf has filed, a request for exclusion from the Class, do NOT submit a claim form.

6. If you did not submit a valid and timely Proof of Claim and Release Form in the RINO Settlement, to recover as a Class Member, you must complete and sign this Proof of Claim and mail it to the Claims Administrator **postmarked on or before** _____, 2015. If you fail to file a timely, properly addressed, and

completed claim form, your claim may be rejected and you may be precluded from receiving any distribution from the Settlement Fund.

7. Submission of this Proof of Claim does not ensure that you will share in the proceeds of the Settlement Fund. Distributions from the Settlement Fund are governed by the Plan of Allocation approved by the Court. The proposed Plan, which is subject to the Court's approval, is included in the Notice.

8. If you have questions or need assistance in filling out this claim form, or to find out if you previously submitted a valid and timely Proof of Claim and Release Form in the RINO Settlement, please contact the Claims Administrator at the above address, by toll-free phone at (866) 274-4004, by e-mail at info@strategicclaims.net, or by visiting the Claims Administrator's website at www.strategicclaims.net and clicking on "Contact."

INSTRUCTIONS FOR COMPLETING THIS CLAIM FORM

1. You must file a separate claim form for each differently named account and each account with a different type of ownership (*e.g.*, individual account, joint account, IRA account, etc.). However, joint tenants, co-owners or UGMA custodians should file a single claim.

2. All joint purchasers must each sign this Proof of Claim.

3. Agents, executors, administrators, guardians, conservators, custodians and trustees may complete and sign the Proof of Claim on behalf of persons and entities represented by them, but they must identify such persons and entities by name, address, telephone number, Social Security or Tax Identification Number; expressly state the capacity in which they are acting; and provide proof of their authority (*e.g.*, powers of attorney, currently effective letters testamentary, letters of administration, etc.) to do so.

4. You are required to attach **copies only** of genuine and sufficient supporting documentation for all your transactions in the Subject Securities from

March 31, 2009, through and including February 15, 2011. Documentation may be photocopies of brokerage confirmation slips or monthly statements. If such documents are not in your possession, please obtain copies or equivalent contemporaneous documents from your broker or financial advisor. Failure to supply acceptable supporting documentation could delay verification or may result in rejection of your claim. Stock Certificates are not sufficient documentation.

5. If your trading activity during the Class Period exceeds 50 transactions, you must provide all purchase and sale information required in the Schedule of Transactions in an electronic file. For a copy of instructions and the parameters concerning electronic submissions, contact the Claims Administrator by toll-free phone at (866) 274-4004, fax at (610) 565-7985, by e-mail at info@strategicclaims.net, or by visiting the Claims Administrator's website at www.strategicclaims.net and clicking on "Contact."

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Stream SICAV et al v. RINO International Corp. et al.

PROOF OF CLAIM

Must be received by Claims Administrator postmarked no later than __/__/15.

CLAIMANT IDENTIFICATION

Please Type or Print

Beneficial Owner's Name (*as it appears on your brokerage statement*)

Joint Beneficial Owner's Name (*as it appears on your brokerage statement*)

Record Owner's Name and Address (if different from beneficial owner listed above)

Street Address

City

State

Zip Code

Foreign Province

Foreign Country

or

Social Security Number

Taxpayer Identification Number

(used only to verify claim, and failure to provide could delay same or result in rejection of claim)

Specify one of the following:

Individual(s) Corporation UGMA Custodian IRA, Keogh (specify) _____

Partnership Estate Trust Other: _____

Area Code Telephone Number
(Day)

Area Code Telephone Number
(Evening)

Facsimile Number

E-Mail Address

For informational purposes only, please check one of the following:

(1) Claimant was was not an officer or director of RINO International Corporation at any time from March 31, 2009 through November 17, 2010.

(2) If you checked “was,” state the position(s) held and the dates of employment or affiliation:

Positions: _____ Dates: _____

Did you submit a Proof of Claim form in the RINO Settlement?

___Yes ___No

SCHEDULE OF TRANSACTIONS IN RINO COMMON STOCK

1. State the total number of shares of RINO common stock **owned** at the close of trading on March 30, 2009, long or short (*must be documented*) : _____
2. Separately list each and every **purchase** of RINO common stock during the period March 31, 2009 **through** March 7, 2011, inclusive and provide the following information (*must be documented*):

Trade Date <i>(list chronologically)</i> Month/Day/Year	Number of Shares Purchased	Price per Share <i>(excluding commissions, taxes and fees)</i>	Total Cost <i>(excluding commissions, taxes and fees)</i>

3. Separately list each and every **sale** of RINO common stock during the period March 31, 2009 **through** March 7, 2011 and provide the following information (*must be documented*):

Trade Date <i>(list chronologically)</i> Month/Day/Year	Number of Shares Sold	Price per Share <i>(excluding commissions, taxes and fees)</i>	Amount Received <i>(excluding commissions, taxes and fees)</i>

4. State the total number of shares of RINO common stock owned at the close of trading on March 7, 2011, long or short (*must be documented*): _____

If you need additional space, attach the required information on separate, numbered sheets in the same format as above and print your name and Social Security or Taxpayer Identification number at the top of each additional sheet.

THE SCHEDULE OF TRANSACTIONS IN RINO OPTION CONTRACTS APPEARS ON THE FOLLOWING 2 PAGES

SCHEDULE OF TRANSACTIONS IN RINO CALL AND PUT OPTIONS

1. State the total number of RINO call/put option contracts owned at the close of trading on March 30, 2009, long or short (*must be documented*):

Type of Option Contract	Expiration Date & Strike Price	Number of Option Contracts	Assigned "A", Exercised "E", or Expired "X"	Assigned or Exercised Date

2. Separately list each and every **purchase** of RINO call option contracts to open a new position during the period March 31, 2009 through November 17, 2010 and provide the following information (*must be documented*):

Trade Date (list chronologically) Month/Day/Yr	Expiration Date & Strike Price	Number of Contracts Purchased	Price per Contract (excluding commissions, taxes and fees)	Exercised "E" or Expired "X"	Exercise Date

3. Separately list each and every **sale** of RINO call option contract indicated above during the period March 31, 2009 through November 17, 2010 and provide the following information (*must be documented*):

Trade Date (list chronologically) Month/Day/Yr	Expiration Date & Strike Price	Number of Contracts Sold	Price per Contract (excluding commissions, taxes and fees)	Exercised "E" or Expired "X"	Exercise Date

4. Separately list each and every **sale** of RINO put option contract to open a new position during the period March 31, 2009 through November 17, 2010 and provide the following information (*must be documented*):

Trade Date (list chronologically) Month/Day/Yr	Expiration Date & Strike Price	Number of Contracts Sold	Price per Contract (excluding commissions, taxes and fees)	Assigned "A" or Expired "X"	Assign Date

If you need additional space, attach the required information on separate, numbered sheets in the same format as above and print your name and Social Security or Taxpayer Identification number at the top of each additional sheet.

5. Separately list each and every **re-purchase** of RINO **put option contract** indicated above during the period March 31, 2009 **through** November 17, 2010 and provide the following information (*must be documented*):

Trade Date <i>(list chronologically)</i> Month/Day/Yr	Expiration Date & Strike Price	Number of Contracts Re-Purchased	Price per Contract <i>(excluding commissions, taxes and fees)</i>	Assigned "A" or Expired "X"	Assign Date

6. State the total number of RINO call/put option contracts owned at the close of trading on November 17, 2010, long or short (*must be documented*):

Type of Option Contract	Expiration Date & Strike Price	Number of Option Contracts	Assigned "A", Exercised "E", or Expired "X"	Assign or Exercise Date

If you need additional space, attach the required information on separate, numbered sheets in the same format as above and print your name and Social Security or Taxpayer Identification number at the top of each additional sheet.

YOU MUST READ THE RELEASE AND SIGN ON PAGES 12-13

RELEASE OF CLAIMS

1. **Definitions**

For the purpose of the Proof of Claim and Release, terms not defined herein shall have the meanings provided for them in the Stipulation, and which are also found in paragraph 41 of the Notice.

2. **Statement of Claim and Release**

a. By submitting this signed Proof of Claim and Release, you will be certifying under penalty of perjury that you: own(ed) the Subject Securities you have listed in the Proof of Claim and Release; or are expressly authorized to act on behalf of the owner thereof.

b. By submitting this signed Proof of Claim and Release, you will be certifying the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your claim and may subject you to civil liability or criminal prosecution.

c. By submitting this signed Proof of Claim and Release, the Claimant or the person who represents the Claimant certifies, as follows:

i. that Claimant(s) is/are a Class Member(s), as defined in the Notice;

ii. that I/we have read and understand the contents of the Notice and the Proof of Claim and Release;

iii. that I am/we are not acting for the Defendant, nor am I/are we such Defendant or otherwise excluded from the Class;

iv. that I/we have not filed a Request for Exclusion from the Class and that I/we do not know of any Request for Exclusion from the Class filed on my/our behalf with respect to my/our transactions in the Subject Securities;

v. that I/we own(ed) the Subject Securities identified in this Proof of Claim and Release, or that, in signing and submitting this Proof of Claim and Release, I/we have the authority to act on behalf of the owner(s) thereof;

vi. that Claimant(s) may be entitled to receive a distribution from the Net Settlement Fund;

vii. that Claimant(s) desire(s) to participate in the Settlement described in the Notice and agree(s) to the terms and conditions thereof;

viii. that I/we submit to the jurisdiction of the United States District Court for the Central District of California for purposes of investigation and discovery under the Federal Rules of Civil Procedure with respect to this Proof of Claim and Release;

ix. that I/we agree to furnish such additional information with respect to this Proof of Claim and Release as the Parties or the Court may require; and

x. that I/we waive trial by jury, to the extent it exists, and agree to the Court's summary disposition of the determination of the validity or amount of the claim made by this Proof of Claim and Release.

d. I/We understand and acknowledge that without further action by anyone, on and after the Effective Date, each Class Member, ***including Class Members who are parties to any other actions, arbitrations, or other proceedings against any of the Defendant or Released Parties that are pending on the Effective Date***, on behalf of themselves, their heirs, executors, administrators, successors, assigns, and any person they represent, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, shall be deemed to have, and by operation of law and of the Final Judgment shall have fully, finally, and forever released, relinquished, settled and discharged all Released Claims against each and every one of the Released Parties, including

such Released Claims as already may have been asserted in any pending actions, arbitrations, or other proceedings, and whether or not a Proof of Claim and Release is executed and delivered by, or on behalf of, such Class Member; and further that each Class Member is forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, administrative forum, or other forum of any kind, asserting against any of the Released Parties, and each of them, any of the Released Claims; *provided, however*, that nothing in the Final Judgment shall bar any action or claim to enforce the terms of the Stipulation or the Final Judgment.

3. **Certifications**

a. 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.

NOTE: If you have been notified by the IRS that you are subject to backup withholding, please strike out the word "NOT" in the certification above.

b. I/We certify under penalty of perjury under the laws of the United States of America, that the foregoing information supplied by the undersigned and the supporting documents attached hereto, are true, correct and complete to the best of my/our knowledge, information and belief, and that this Proof of Claim and Release form was executed this ___ day of _____, 2015 in _____ (City), _____ (State/Country).

Signature of Claimant

(Print your name here)

Signature of Joint Claimant, if any

(Print your name here)

Signature of person signing on behalf of
Claimant

(Print your name here)

Capacity of person signing on behalf of
Claimant (*e.g.*, Executor, President,
Custodian, etc.)

**THIS PROOF OF CLAIM MUST BE MAILED, TOGETHER WITH
SUPPORTING DOCUMENTATION, *POSTMARKED NO LATER THAN*
_____, 2015, TO THE CLAIMS ADMINISTRATOR AT THE
ADDRESS BELOW.**

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME, POSSIBLY UP TO ONE YEAR FROM THE DEADLINE DATE FOR FILING YOUR CLAIM FORM. THANK YOU FOR YOUR PATIENCE.

Reminder Checklist:

1. Please sign the Release and Certification.
2. If this claim is being made on behalf of joint claimants, then both must sign.
3. Please do not send originals of securities certificates. Remember to attach only **copies** of supporting documents. These must include documentation of: (a) opening and closing balances, as set forth in the Schedule of Transactions on pages 7, 8 and 9; and (b) all transactions in the Subject Securities from March 31, 2009 through March 7, 2011 for common stock and from March 31, 2009 through November 17, 2010 for options.
4. If your address changes in the future, or if these documents were sent to you at an old or incorrect address, please send us **written** notification of your new address.
5. Keep a copy of your completed claim form and all documentation submitted for your records.
6. You will **not** receive confirmation that your Proof of Claim and Release have been received **unless** you send it via Certified Mail, Return Receipt Requested or by some other means which provide you with proof of receipt. **You will bear all risks of delay or non-delivery of your claim.**
7. If you have any questions or concerns regarding your claim, please contact the Claims Administrator at:

RINO Securities Litigation
c/o Strategic Claims Services
600 North Jackson Street, Suite 3
Media, PA 19063
Phone: (866) 274-4004
Fax: (610) 565-7985
Website: www.strategicclaims.net

EXHIBIT E

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

-----X
STREAM SICAV, TODD MARX, JOHN
DORMAN, AND LEE KARLSON,
INDIVIDUALLY AND ON BEHALF OF
ALL OTHERS SIMILARLY SITUATED,

CASE No.: CV 10-8695-DDP
(VBKx)

Plaintiffs,

CLASS ACTION

vs.

**[PROPOSED] FINAL
JUDGMENT
AND ORDER OF
DISMISSAL
WITH PREJUDICE**

RINO INTERNATIONAL
CORPORATION, DEJUN ZOU,
JIANPING QIU, YI JENNY LIU, BEN
WANG, KENNITH C. JOHNSON, XIE
QUAN, WEIGUO ZHANG, LI YU, AND
FRAZER FROST, LLP f/k/a MOORE
STEPHENS WURTH FRAZER AND
TORBET, LLP,

Courtroom: 3
Judge: Hon. Dean D. Pregerson

Defendants.
-----X

1 On this ___ day of _____, 2015, a hearing having been held
2 before this Court to determine: (1) whether the terms and conditions of the
3 Stipulation of Settlement dated August 26, 2015 (the “Stipulation”), between Lead
4 Plaintiff Stream SICAV and named plaintiffs Todd Marx, John Dorman and Lee
5 Karlson (“Plaintiffs”), on behalf of themselves and each of the Class Members, and
6 Defendant Frazer Frost LLP (“Frazer” or “Defendant”) by and through their
7 respective counsel of record, which is incorporated herein by reference, are fair,
8 reasonable, and adequate for the settlement of all claims asserted by the Class
9 Members against Defendant in the Complaint now pending before this Court under
10 the above caption; (2) whether a class should be certified; and (3) whether judgment
11 should be entered dismissing the claims against Defendant in the Complaint on the
12 merits and with prejudice in favor of Defendant, and the Released Claims should be
13 released in favor of the Released Parties, as against all Persons who are Class
14 Members and who have not requested exclusion therefrom;

15 It appearing that a notice of the hearing substantially in the form
16 approved by the Court was mailed to all potential members of the Class reasonably
17 identifiable;

18 It appearing that a summary notice of the hearing substantially in the
19 form approved by the Court was published in the Investors Business Daily, pursuant
20 to the specifications of the Court;

21 It appearing that due notice of the Final Approval Hearing was given in
22 accordance with the Preliminary Approval Order entered by the Court on _____,
23 2015 (“Preliminary Approval Order”); the respective parties having appeared by
24 their attorneys of record; the Court having heard and considered evidence in support
25 of the proposed Settlement (as defined in the Stipulation); the attorneys for the
26 respective parties having been heard; an opportunity having been given to all other
27 Persons requesting to be heard in accordance with the Preliminary Approval Order;
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1 the Court having determined that Notice to the Class (as defined below) certified in
2 the Action pursuant to the Preliminary Approval Order was adequate and sufficient;
3 and the Settlement having been heard and considered by the Court; and

4 The Court, having considered all matters submitted to it at the hearing
5 and otherwise having determined the fairness and reasonableness of the proposed
6 Settlement of the claims of the Class Members against Defendant;

7 NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

8 1. This Final Judgment and Order of Dismissal with Prejudice
9 incorporates by reference the definitions in the Stipulation, and all capitalized terms
10 used herein shall have the same meaning as set forth in the Stipulation.

11 2. This Court has jurisdiction over the subject matter of the Action
12 and over the Parties and Class Members.

13 3. Each of the provisions of Rule 23(a) of the Federal Rules of Civil
14 Procedure has been satisfied and the Action has been properly maintained according
15 to the provisions of Rule 23(b) of the Federal Rules of Civil Procedure.

16 Specifically, based on the record in the Action, this Court expressly and
17 conclusively finds and orders that: (a) the Class as defined in the Preliminary
18 Approval Order is so numerous that joinder of all members is impracticable,
19 (b) there are questions of law and fact common to the Class, (c) the claims or
20 defenses of Plaintiffs are typical of the claims or defenses of the Class, and (d) the
21 Plaintiffs will fairly and adequately protect and represent the interests of the Class.
22 Moreover, the Court finds that the questions of law or fact common to the members
23 of the Class predominate over any questions affecting only individual members, and
24 that a class action is superior to other available methods for the fair and efficient
25 adjudication of the controversy. The Action is hereby certified as a class action,
26 pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, on
27 behalf of a class of all Persons who purchased the common stock or call options of
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1 RINO, or sold put options of RINO, between March 31, 2009, and November 17,
2 2010, inclusive and who purport to have been damaged thereby. Excluded from the
3 class are Frazer, RINO and the Individual Defendants; the immediate family
4 members of each such excluded person; each of such excluded persons' current and
5 former officers, directors, partners, employees and affiliates; any entity in which any
6 such excluded person has a controlling interest; and the legal representatives, heirs,
7 predecessors, successors and assigns of any such excluded person or entity. Also
8 excluded from the Class are all the persons and entities listed on Exhibit 1 attached
9 hereto, each of whom timely filed a valid request for exclusion from the Class.

10 4. The Court hereby finds that the Notice described herein provided
11 the best notice practicable under the circumstances. Said Notice provided due and
12 adequate notice of these proceedings and the matters set forth herein, including the
13 Settlement, the Plan of Allocation, and the request for attorneys' fees,
14 reimbursement of expenses, and awards to Plaintiffs, to all Persons entitled to such
15 notice, and said Notice fully satisfied the requirements of Rule 23 of the Federal
16 Rules of Civil Procedure and the requirements of due process. Due and adequate
17 notice of the proceedings has been given to the Class, and a full opportunity has
18 been offered to the Class to object to the proposed Settlement and to participate in
19 the hearing thereon. Thus, it is hereby determined that all members of the Class who
20 did not elect to exclude themselves by written communication postmarked or
21 delivered on or before _____[forty (40) days prior to the Final Approval
22 Hearing], as required in the Notice of Proposed Settlement and the Preliminary
23 Approval Order, are bound by this Judgment.

24 5. The adequacy of representation of the Class by Plaintiffs is
25 hereby determined to be consistent with the requirements of Rule 23 of the Federal
26 Rules of Civil Procedure, due process, and the Private Securities Litigation Reform
27 Act of 1995 (the "PSLRA").
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1 6. The Settlement is approved as fair, reasonable and adequate, and
2 in the best interests of the Class Members. The Stipulation and the Settlement
3 contained therein are hereby finally approved in all respects and the Parties to the
4 Settlement are directed to consummate the Settlement in accordance with the terms
5 and provisions of the Stipulation.

6 7. The claims against Defendant in the Complaint are hereby
7 dismissed without costs and with prejudice in full and final discharge of any and all
8 claims which were or could have been asserted in the Action as against Defendant.

9 8. The Court finds that during the course of the Action, Plaintiffs,
10 Defendant and their respective counsel have at all times complied with the
11 requirements of Rule 11 of the Federal Rules of Civil Procedure.

12 9. Class Members, the successors and assigns of any of them, and
13 anyone claiming through or on behalf of any of them, are hereby permanently barred
14 and enjoined from instituting, commencing or prosecuting, either directly or in any
15 other capacity, any Released Claims against any of the Released Parties.

16 10. The Released Claims are hereby ordered as compromised,
17 settled, released, discharged and dismissed as to each of the Released Parties on the
18 merits and with prejudice by virtue of the proceedings herein and this Judgment.

19 11. The Released Parties are hereby permanently barred and
20 enjoined from instituting, commencing or prosecuting, either directly or in any other
21 capacity, any claim arising out of the filing, prosecution or maintenance or
22 resolution of the claims against Defendant in the Action as against the Plaintiffs,
23 Class Members, Lead Counsel or plaintiffs' attorneys, except claims relating to the
24 enforcement of the Stipulation.

25 12. Upon the Effective Date hereof, Defendant and Released Parties
26 shall be deemed a "settling covered person" entitled to the protections and benefits
27 of the Private Securities Litigation Reform Act of 1995, 15. U.S.C. § 78u-4(f)(7)(A),
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1 and all past, present, or future claims for contribution against Defendant by any
2 Person relating to or arising out of the claims against Defendant in the Action, or the
3 Settlement thereof, are hereby forever barred. Defendant is hereby permanently
4 barred, enjoined, and restrained from commencing, prosecuting or asserting any
5 such claim for contribution against any Released Party, based upon, relating to, or
6 arising out of the Settlement of the claims against Defendant in the Action in
7 accordance with the Stipulation.

8 13. Neither the Stipulation, nor any of its terms and provisions, nor
9 any of the negotiations or proceedings connected with it, nor any of the documents
10 or statements referred to therein shall be:

11 (a) Offered in evidence as proof of liability or a presumption,
12 concession or an admission by any of the Released Parties of the truth of any fact
13 alleged or the validity of any claim that has been, could have been or in the future
14 might be asserted in the Complaint or otherwise against the Released Parties, or of
15 any purported liability, fault, or wrongdoing of or by the Released Parties; or

16 (b) Offered or received in evidence as proof of a presumption,
17 concession or an admission of any purported liability, wrongdoing, fault,
18 misrepresentation or omission in any statement, document, report or financial
19 statement heretofore or hereafter issued, filed, approved or made by any of the
20 Released Parties or otherwise referred to for any other reason, other than for the
21 purpose of and in such proceeding as may be necessary for construing, terminating
22 or enforcing the Stipulation; or

23 (c) Construed as a concession or an admission that the Lead
24 Plaintiff or the Class Members have suffered any damage; or

25 (d) Construed as or received in evidence as an admission,
26 concession or presumption against Plaintiffs or the Class Members, or any of them,
27 that any of their claims are without merit or that damages recoverable under the
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1 Complaint would not have exceeded the Settlement Fund.

2 14. However, Defendant and/or the Released Parties may file the
3 Stipulation and/or the Judgment from this Action in any other action that may be
4 brought against them in order to support a defense or counterclaim based on
5 principles of *res judicata*, collateral estoppel, release, good faith settlement,
6 judgment bar or reduction, or any theory of claim preclusion or issue preclusion or
7 similar defense or counterclaim.

8 15. Exclusive jurisdiction is hereby retained over the Parties and the
9 Class Members for all matters relating to this litigation, including the
10 administration, interpretation, effectuation or enforcement of the Stipulation and this
11 Judgment.

12 (a) The finality of this Judgment shall not be affected, in any
13 manner, by rulings that the Court may make on the motions for approval of:
14 Plaintiffs' Plan of Allocation; and Lead Counsel's application for an award of
15 attorneys' fees, reimbursement of expenses, and awards to Plaintiffs. However,
16 Frazer shall have no obligation to make any payment into the Escrow Account
17 except as specifically provided in the Stipulation, and there shall be no distribution
18 of any of the Settlement Amount to any Class Member until a plan of allocation is
19 finally approved and is affirmed on appeal and/or is no longer subject to review by
20 appeal or certiorari, and the time for any petition for rehearing, appeal, or review, by
21 certiorari or otherwise, has expired.

22 16. In the event that the Settlement does not become Effective in
23 accordance with the terms of the Stipulation, or the Effective Date does not occur,
24 this Judgment shall be rendered null and void and shall be vacated and, in such
25 event, all orders entered and releases delivered in connection herewith shall be null
26 and void, and the Settlement Amount or any portion thereof or interest thereon, if
27 previously paid by Frazer, shall be returned to Frazer as provided in the Stipulation.
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17. There is no just reason for delay in the entry of this Judgment and immediate entry by the Clerk of the Court is expressly directed pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

Dated: _____, 2015

Dean D. Pregerson
United States District Court Judge