

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

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|------------------------------------------------|---|-------------------------|
| MIKE McGEE, et al., Individually and On Behalf | X | |
| of All Others Similarly Situated, | X | |
| Plaintiffs, | X | No. CV 11-2794-R (AGRx) |
| vs. | X | |
| CHINA ELECTRIC MOTOR, INC., YUE WANG, | X | <u>CLASS ACTION</u> |
| HAIXIA ZHANG, HEUNG SANG "DEXTER" | X | |
| FONG, FUGUI WANG, GUOQIANG ZHANG, | X | |
| LIANG TANG, SHUIPING WANG, WESTPARK | X | |
| CAPITAL, INC., ROTH CAPITAL PARTNERS, | X | |
| LLC, RICHARD RAPPAPORT, PHILIP KEMPISTRY, | X | Hon. Manuel L. Real |
| KEMPISTRY & COMPANY CPAS, P.C., and | X | |
| MALONEBAILEY, LLP, | X | |
| Defendants. | X | |

NOTICE OF PENDENCY AND SETTLEMENT OF CLASS ACTION

If you purchased or otherwise acquired the common stock ("Stock") of China Electric Motor, Inc. ("China Electric" or the "Company") during the period from January 29, 2010 through and including March 30, 2011, you could get a payment from a class action settlement (the "Settlement").

Under law, a federal court has authorized this notice.

- If approved by the Court, the Settlement will provide \$3,778,333.33, plus interest (the "Settlement Amount"), to pay claims of investors who purchased China Electric Stock during the period from January 29, 2010 through and including March 30, 2011 (the "Class Period").
- The Settlement Amount is comprised of: (1) a settlement in the sum of \$2,750,000 to be paid on behalf of China Electric; (2) a settlement in the approximate sum of \$518,333.33 to be paid on behalf of MaloneBailey LLP ("MaloneBailey"); (3) a settlement in the sum of \$400,000 to be paid by Roth Capital Partners, LLC ("Roth"); (4) a settlement in the sum of \$100,000 to be paid by WestPark Capital, Inc. and Richard Rappaport (the "WestPark Defendants"); and (5) a settlement in the sum of \$10,000 to be paid by Philip Kempistry and Kempistry & Company CPAs, P.C. (the "Kempistry Defendants").
- Not included in the Settlement Amount is a Settlement Holdback of \$65,000. This amount is currently being held by MaloneBailey for the satisfaction of its future legal fees related to this Litigation. After the Litigation is concluded in its entirety, any funds remaining in the Settlement Holdback will be added to the Settlement Amount and distributed to the Settlement Class. There is no assurance any funds will remain in the Settlement Holdback.
- The Settlement represents an average recovery of \$0.17 per share of China Electric Stock for the 21,942,243 shares outstanding as of March 30, 2011, the end of the Class Period. A share may have been traded more than once during the Class Period. This estimate solely reflects the average recovery per outstanding share of China Electric Stock. The indicated average recovery per share will be the total average recovery for all purchasers of that share. This is not an estimate of the actual recovery per share you should expect. Your actual recovery will depend on the aggregate losses of all Class Members, the date(s) you purchased and sold China Electric Stock, and the total number and amount of claims filed.
- Attorneys for the Lead Plaintiff ("Class Counsel") intend to ask the Court to award them fees of \$944,583, or twenty-five percent (25%) of the Settlement Amount, reimbursement of litigation expenses of no more than \$200,000, and an award to the Lead Plaintiff not to exceed \$2,000. Collectively, the maximum amount of attorneys' fees and expenses are estimated to average \$0.05 per share of China Electric Stock. If approved by the Court, these amounts will be paid from the Settlement Fund.
- The approximate recovery, after deduction of attorneys' fees and expenses approved by the Court, is an average of \$0.12 per share of China Electric Stock. This estimate is based on the assumptions set forth in the preceding paragraph. Your actual recovery, if any, will vary depending on your purchase price and sales price, and the number and amount of claims filed.

- The Settlement resolves the lawsuit concerning whether China Electric and its officers and directors made false and misleading statements in its financial statements contained in the registration statement and prospectus for the Company’s January 29, 2010 initial public offering (“IPO”) in violation of federal securities laws. Lead Plaintiff’s Consolidated Amended Complaint alleged that in connection with the IPO, China Electric overstated, by between 124% and 44,165%, its cash and cash equivalents, revenue, gross profit, and net income in its Registration Statements filed with the Securities and Exchange Commission in January and March of 2010.

China Electric, MaloneBailey, Roth, the WestPark Defendants, and the Kempisty Defendants deny all allegations of misconduct and liability.

- Your legal rights will be affected whether you act or do not act. If you do not act, you may permanently forfeit your right to recover on this claim. Therefore, you should read this notice carefully.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SUBMIT A CLAIM FORM NO LATER THAN AUGUST 28, 2013 | The only way to get a payment. |
| EXCLUDE YOURSELF NO LATER THAN AUGUST 16, 2013 | Get no payment. This is the only option that allows you to be part of any other lawsuit against China Electric, Liang Tang, Fugui Wang, Shuiping Wang, Yue Wang, Guoqiang Zhang, Haixia Zhang, Heung Sang “Dexter” Fong, the WestPark Defendants, Roth, MaloneBailey, and/or the Kempisty Defendants about the legal claims in this case. |
| OBJECT NO LATER THAN AUGUST 27, 2013 | Write to the Court about why you do not like the settlement. |
| GO TO A HEARING ON SEPTEMBER 16, 2013 | Speak in Court about the fairness of the settlement. |
| DO NOTHING | Get no payment. Give up rights. |

INQUIRIES

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

China Electric Motor, Inc. Litigation
 c/o Strategic Claims Services
 P.O. Box 230
 600 N. Jackson St., Ste. 3
 Media, PA 19063
 Tel.: 866-274-4004
 Fax: 610-565-7985
 info@strategicclaims.net

or

THE ROSEN LAW FIRM, P.A.
 355 South Grand Avenue, Suite 2450
 Los Angeles, CA 90071
 Tel.: 213-785-2610
 Fax: 213-226-4684
 info@rosenlegal.com

COMMON QUESTIONS AND ANSWERS CONCERNING THE SETTLEMENT

1. Why did I get this Notice?

You or someone in your family may have acquired China Electric Stock during the Class Period.

2. What is this lawsuit about?

The case is known as Stanger v. China Electric Motor, Inc., Case No. 11-CV-2794-R (AGRx) (the “Litigation”), and the Court in charge of the case is the United States District Court for the Central District of California.

The Class Action is about whether China Electric and/or other Defendants violated the federal securities laws by making false and misleading statements to the investing public as set out in the Consolidated Amended Complaint. Specifically, the Complaint alleges that in connection with its Initial Public Offering, China Electric overstated, by between 124% and 44,165%, its cash and cash equivalents, revenue, gross profit, and net income in its Registration Statements and Prospectus filed with the Securities and Exchange Commission in January and March of 2010.

The Settlement resolves all of the claims in the Class Action against China Electric, Liang Tang, Fugui Wang, Shuiping Wang, Yue Wang, Guoqiang Zhang, Haixia Zhang, Heung Sang “Dexter” Fong (collectively, the “China Electric Defendants”), MaloneBailey, Roth, the WestPark Defendants, and the Kempisty Defendants.

3. Why is this a class action?

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

4. Why is there a Settlement?

Lead Plaintiff, the China Electric Defendants, MaloneBailey, Roth, the WestPark Defendants, and the Kempisty Defendants do not agree regarding the merits of Lead Plaintiff’s allegations with respect to liability or the average amount of damages per share that would be recoverable if Lead Plaintiff were to prevail at trial on each claim. The issues on which the Lead Plaintiff, the China Electric Defendants, MaloneBailey, Roth, the WestPark Defendants, and the Kempisty Defendants disagree include: (1) whether the China Electric Defendants made false and misleading statements; (2) whether the China Electric Defendants made these statements knowingly; (3) whether the statements were the cause of the Class Members’ alleged damages; (4) the amount of damages, if any, suffered by the Class Members; (5) whether MaloneBailey and Kempisty had a reasonable basis to issue their audit opinion certifying China Electric’s financial statements; (5) whether Roth and WestPark made a reasonable and diligent investigation of the statements contained in the Registration Statements and Prospectus.

This matter has not gone to trial and the Court has not decided in favor of any party involved in this Litigation. Instead, Lead Plaintiff, China Electric, MaloneBailey, Roth, the WestPark Defendants, and the Kempisty Defendants have agreed to settle the Class Action. The Lead Plaintiff and Class Counsel believe the settlement is best for all Class Members because of the risks associated with continued litigation and the nature of the defenses raised by the China Electric Defendants, MaloneBailey, Roth, the WestPark Defendants, and the Kempisty Defendants. Even if Plaintiffs win at trial, and also withstand the China Electric Defendants’, MaloneBailey’s, Roth’s, the WestPark Defendants’, and the Kempisty Defendants’ inevitable challenge on appeal, Plaintiffs might not be able to collect some, or all, of the judgment.

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

To be a Class Member, you must have purchased or otherwise acquired China Electric Stock during the period from January 29, 2010 through and including March 30, 2011.

6. Is anyone excluded from participating in the Class?

Yes. Excluded from the Class are the China Electric Defendants, MaloneBailey, Roth, the WestPark Defendants, the Kempisty Defendants, any other defendants in this action, and all former officers and directors of all defendants, and the members of such excluded persons’ immediate families, legal representatives, heirs, predecessors, successors, and assigns, and any entity in which any excluded person has or had a controlling interest, and any persons who have separately filed actions against one or more of the China Electric Defendants, MaloneBailey, Roth, the WestPark Defendants, and/or the Kempisty Defendants based in whole or in part on any claim arising out of or relating to any of the alleged acts, omissions, misrepresentations, facts, events, matters, transactions, or occurrences referred to in the Litigation or otherwise alleged, asserted, or contended in the Litigation. Also, if you exclude yourself from the Class, as described below, you are not a part of the Class, and you will not be able to share in the Settlement Fund.

7. What does the Settlement provide?

a. What is the Settlement Fund?

The proposed Settlement will create a Settlement Fund comprised of (1) \$2,750,000 paid on behalf of China Electric; (2) approximately \$518,333.33 paid on behalf of MaloneBailey; (3) \$400,000 paid by Roth; (4) \$100,000 paid by the WestPark Defendants; and (5) \$10,000 to be paid by the Kempisty Defendants. Not included in the Settlement Fund is a Settlement Holdback in the amount of \$65,000. The Settlement Holdback is currently being held by MaloneBailey for the satisfaction of its future legal fees related to this Litigation. After the Litigation is concluded in its entirety, any funds remaining in the Settlement Holdback will be added to the Settlement Fund and distributed to the Settlement Class.

The Settlement is subject to Court approval. Also, subject to the Court’s approval, a portion of the Settlement Fund will be used to pay Lead Plaintiff’s attorneys’ fees and reasonable litigation expenses and any award to Lead Plaintiff. A portion of the Settlement Fund also will be used to pay taxes due on interest earned by the Settlement Fund, if necessary, and any notice and claims administration expenses permitted by the Court. After the foregoing deductions from the Settlement Fund have been made, the amount remaining (the “Net Settlement Fund”) will be distributed to Class Members who submit valid claims.

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

Your share of the Net Settlement Fund will or may depend on: (i) the number of claims filed; (ii) the dates you purchased and sold China Electric Stock; (iii) the prices of your purchases and sales; (iv) the amount of

administrative costs, including the costs of notice; and (v) the amount awarded by the Court to Lead Plaintiff and Class Counsel for attorneys' fees, costs, and expenses.

The compensable loss per share ("Recognized Loss") of each Authorized Claimant shall be calculated according to the following formula:

- i) For each share of China Electric common stock purchased or otherwise acquired during the Class Period and sold on or before the close of trading on March 30, 2011, the Recognized Loss Per Share is the difference between the purchase price, not to exceed the offering price of \$4.50 per share, and the sales price for each share sold.
- ii) For each share of China Electric common stock purchased or otherwise acquired during the Class Period and held as of the close of trading on March 30, 2011, the Recognized Loss Per Share is the difference between the purchase price, not to exceed the offering price of \$4.50 per share, and \$.40 per share.

c. Are there any further limitations on the amount I may receive?

- i) To the extent there are sufficient funds in the Net Settlement Fund, each Class Member with a Recognized Loss that satisfies the requirements approved by the Court ("Authorized Claimant") will receive an amount equal to the Authorized Claimant's Recognized Loss described above. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total Recognized Loss of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's Recognized Loss bears to the total of the Recognized Losses of all Authorized Claimants.
- ii) For Class members who conducted multiple transactions in China Electric Stock during the Class Period, the earliest subsequent sale shall be matched first against those shares in the Claimant's opening position on the first day of the Class Period, and then matched chronologically thereafter against each purchase made during the Class Period.
- iii) Transactions during the Class Period resulting in a gain shall be netted against the Class Members transactions resulting in a loss to arrive at the Recognized Loss.
- iv) Any Class members whose collective transactions in China Electric Stock during the Class Period resulted in a net gain shall not be entitled to share in the Net Settlement Fund.
- v) The purchase and sales prices exclude any brokerage commissions, transfer taxes or other fees.
- vi) The covering purchase of a short sale is not an eligible purchase. Gifts and transfers are not eligible purchases.

8. How can I get a payment?

To qualify for a payment, you must send in a form entitled "Proof of Claim and Release" form. This claim form is attached to this Notice. You may also obtain a claim form on the Internet at www.strategicclaims.net. Read the instructions carefully, fill out the form, sign it in the location indicated, and mail the claim form together with all documentation requested in the form, postmarked no later than August 28, 2013, to:

China Electric Motor, Inc. Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 3
Media, PA 19063
Tel.: 866-274-4004
Fax: 610-565-7985
info@strategicclaims.net

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

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

Unless you exclude yourself, you will remain in the Class. That means that if the Settlement is approved, you and all Class Members will release all claims (and therefore agree never to sue, continue to sue, or be part of any other lawsuit) against the China Electric Defendants, MaloneBailey, Roth, the WestPark Defendants, the Kempisty Defendants, and any of their current, former, or future parents, subsidiaries, affiliates, partners, joint venturers, officers, directors, principals, shareholders, members, employees, attorneys, trustees, insurers, reinsurers, advisors, accountants, associates, and/or any other individual or entity in which any China Electric Defendants, MaloneBailey, Roth, the WestPark Defendants, or the Kempisty Defendants has or had a controlling interest or which is or was related to or affiliated with any of the China Electric Defendants, MaloneBailey, Roth, the WestPark Defendants, or the Kempisty Defendants and the current, former, and future legal representatives, heirs, successors-in-interest, or assigns of the China Electric Defendants, MaloneBailey, Roth, the WestPark

Defendants, or the Kempisty Defendants in connection with your acquisition of China Electric Stock during the Class Period.

You do not release the released parties from any claim or action to enforce the Settlement.

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

10. How do I get out of the Settlement?

If you do not want to receive a payment from this Settlement, and you want to keep any right you may have to sue or continue to sue the China Electric Defendants, MaloneBailey, Roth, the WestPark Defendants, and/or the Kempisty Defendants on your own based on the legal claims raised in this Class Action, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting out" of—the Settlement. To exclude yourself from the Settlement, you must mail a letter stating you want to be excluded as a Class Member from Stanger v. China Electric Motor, Inc., Case No. CV 11-2794-R (AGRx). Be sure to include your name, address, telephone number, email address (if any), and your signature, along with an accurate list of all of your purchases and sales of China Electric Stock. You must mail your exclusion request so that it is received no later than August 16, 2013, to:

China Electric Motor, Inc. Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 3
Media, PA 19063
Tel.: 866-274-4004
Fax: 610-565-7985
info@strategicclaims.net

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

11. If I do not exclude myself, can I sue the China Electric Defendants, MaloneBailey, Roth, the WestPark Defendants, and/or the Kempisty Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the China Electric Defendants, MaloneBailey, Roth, the WestPark Defendants, and/or the Kempisty Defendants for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately, since you may have to exclude yourself from this Class to continue your own lawsuit.

12. Do I have a lawyer in this case?

The Court appointed The Rosen Law Firm, P.A. to represent you and other Class Members. These lawyers are called Lead Plaintiff's Counsel or Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

Class Counsel have expended considerable time litigating this action on a contingent fee basis, and have paid for the expenses of the litigation themselves and have not been paid attorneys' fees in advance of this Settlement. Class Counsel have done so with the expectation that if they are successful in recovering money for the Class, they will receive attorneys' fees and be reimbursed for their litigation expenses from the Settlement Fund, as is customary in this type of litigation. Class Counsel will not receive attorneys' fees or be reimbursed for their litigation expenses except from the Settlement Fund. Therefore, Class Counsel will file a motion asking the Court at the Settlement Hearing to make an award of attorneys' fees in an amount not to exceed 25% of the Settlement Fund, \$944,583, for reimbursement of reasonable litigation expenses not to exceed \$200,000, and an award to the Lead Plaintiff in an amount not to exceed \$2,000. The Court may award less than these amounts. Any amounts awarded by the Court will come out of the Settlement Fund.

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

You can tell the Court you do not agree with the Settlement, any part of the Settlement, or Class Counsel's motion for attorneys' fees, and that you think the Court should not approve the Settlement, by mailing a letter stating that you object to the Settlement in the matter of Stanger v. China Electric Motor, Inc., Case No. CV 11-2794-R (AGRx). Be sure to include your name, address, telephone number, your signature, a list of your purchases and

sales of China Electric Stock in order to show your membership in the Class, and all of the reasons you object to the Settlement. Be sure to mail the objections to each of the seven different places listed below, received no later than August 27, 2013, so the Court will consider your views:

Clerk of the Court
United States District Court
Central District of California–Western Division
312 N. Spring Street
Los Angeles, CA 90012

Laurence M. Rosen, Esq.
Phillip Kim, Esq.
THE ROSEN LAW FIRM, P.A.
355 South Grand Avenue, Suite 2450
Los Angeles, CA 90071
Class Counsel

Jerome S. Fortinsky, Esq.
Brian G. Burke, Esq.
SHEARMAN & STERLING LLP
599 Lexington Avenue
New York, NY 10022
Counsel for China Electric Motor, Inc.

Patrick M. Kelly, Esq.
David S. Eisen, Esq.
Patricia Ann Golson, Esq.
WILSON ELSEER MOSKOWITZ EDELMAN
& DICKER LLP
555 South Flower Street, Suite 2900
Los Angeles, CA 90071
Counsel for MaloneBailey LLP

Julia B. Strickland, Esq.
John R. Loftus, Esq.
Christine E. Ellice, Esq.
STROOCK & STROOCK
& LAVAN LLP
2029 Century Park East
Los Angeles, CA 90067
Counsel for Roth Capital Partners, LLC

Nathan Dooley, Esq.
COZEN O'CONNOR LLP
601 South Figueroa Street,
Suite 3700
Los Angeles, CA 90017
*Counsel for WestPark Capital, Inc.
and Richard Rappaport*

James C. McMillin, Esq.
McAFEE & TAFT, P.C.
211 N. Robinson Ave
Oklahoma City, OK 73102
*Counsel for Philip Kempisty and
Kempisty & Company CPAs, P.C.*

Attendance at the Final Settlement Hearing is not necessary but persons wishing to be heard orally in opposition to the Settlement, the Plan of Allocation, and/or the application for Attorneys' Fees and Expenses are required to indicate in their written objection (or in a separate writing that is submitted in accordance with the deadline and after instructions pertinent to the submission of a written objection) that they intend to appear at the Final Settlement Hearing and identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at the Final Settlement Hearing.

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

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

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

The Court will hold a Settlement Hearing on September 16, 2013 at 10:00 a.m., at the United States District Court for the Central District of California, 312 N. Spring Street, Los Angeles, CA 90012.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to approve the Settlement. If there are objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel for attorneys' fees and expenses.

17. Do I have to come to the hearing?

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

18. What happens if I do nothing at all?

If you do nothing, you will not receive a payment from the Settlement. However, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the China Electric Defendants, MaloneBailey, Roth, the WestPark Defendants, and/or the Kempisty Defendants about the claims made in this case ever again.

DATED: JUNE 14, 2013.

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

China Electric Motor, Inc. Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 3
Media, PA 19063
Tel.: 866-274-4004
Fax: 610-565-7985
info@strategicclaims.net

PROOF OF CLAIM AND RELEASE

Deadline for Submission: August 28, 2013

IF YOU PURCHASED THE COMMON STOCK OF CHINA ELECTRIC MOTOR, INC. ("CHINA ELECTRIC") DURING THE PERIOD FROM JANUARY 29, 2010 THROUGH MARCH 30, 2011, INCLUSIVE (THE "CLASS PERIOD"), YOU ARE A "CLASS MEMBER" AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT PROCEEDS.

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

YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM AND RELEASE ("PROOF OF CLAIM") AND MAIL IT BY FIRST CLASS MAIL, POSTMARKED NO LATER THAN AUGUST 28, 2013 TO STRATEGIC CLAIM SERVICES, THE CLAIMS ADMINISTRATOR, AT THE FOLLOWING ADDRESS:

China Electric Motor, Inc. Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 3
Media, PA 19063
Tel.: 866-274-4004
Fax: 610-565-7985
info@strategicclaims.net

YOUR FAILURE TO SUBMIT YOUR CLAIM BY AUGUST 28, 2013 WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOUR RECEIVING ANY MONEY IN CONNECTION WITH THE SETTLEMENT OF THIS ACTION. DO NOT MAIL OR DELIVER YOUR CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL AS ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM ONLY TO THE CLAIMS ADMINISTRATOR.

CLAIMANT'S STATEMENT

1. I (we) purchased common stock in China Electric Motor, Inc. and was (were) damaged thereby. (Do not submit this Proof of Claim if you did not purchase China Electric common stock during the designated Class Period.)
2. By submitting this Proof of Claim, I (we) state that I (we) believe in good faith that I am (we are) a Class Member as defined above and in the Notice of Pendency and Settlement of Class Action (the "Notice"), or am (are) acting for such person(s); that I am (we are) not a Defendant in the Actions or anyone excluded from the Class; that I (we) have read and understand the Notice; that I (we) believe that I am (we are) entitled to receive a share of the Net Settlement Fund, as defined in the Notice; that I (we) elect to participate in the proposed Settlement described in the Notice; and that I (we) have not filed a request for exclusion. (If you are acting in a representative capacity on behalf of a Class Member [e.g., as an executor, administrator, trustee, or other representative], you must submit evidence of your current authority to act on behalf of that Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.)
3. I (we) consent to the jurisdiction of the Court with respect to all questions concerning the validity of this Proof of Claim. I (we) understand and agree that my (our) claim may be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to my (our) status as a Class Member(s) and the validity and amount of my (our) claim. No discovery shall be allowed on the merits of the Litigation or Settlement in connection with processing of the Proof of Claim.
4. I (we) have set forth where requested below all relevant information with respect to each purchase of China Electric common stock during the Class Period, and each sale, if any, of such securities. I (we) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so.
5. I (we) have enclosed photocopies of the stockbroker's confirmation slips, stockbroker's statements, or other documents evidencing each purchase, sale or retention of China Electric common stock listed below in support of my (our) claim. (IF ANY SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN A COPY OR EQUIVALENT DOCUMENTS FROM YOUR BROKER BECAUSE THESE DOCUMENTS ARE NECESSARY TO PROVE AND PROCESS YOUR CLAIM.)

6. I (we) understand that the information contained in this Proof of Claim is subject to such verification as the Claims Administrator may request or as the Court may direct, and I (we) agree to cooperate in any such verification. (The information requested herein is designed to provide the minimum amount of information necessary to process most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your recognized claim. In some cases, the Claims Administrator may condition acceptance of the claim based upon the production of additional information, including, where applicable, information concerning transactions in any derivatives securities such as options.)
7. Upon the occurrence of the Court's approval of the Settlement, as detailed in the Notice, I (we) agree and acknowledge that my (our) signature(s) hereto shall effect and constitute a full and complete release, remise and discharge by me (us) and my (our) heirs, joint tenants, tenants in common, beneficiaries, executors, administrators, predecessors, successors, attorneys, insurers and assigns (or, if I am (we are) submitting this Proof of Claim on behalf of a corporation, a partnership, estate or one or more other persons, by it, him, her or them, and by its, his, her or their heirs, executors, administrators, predecessors, successors, and assigns) of each of the "Released Parties" of all "Release of Claims," as defined in the Notice.
8. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All Claimants MUST submit a manually signed paper Proof of Claim form listing all their transactions whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at 1-866-274-4004 or visit their website at www.strategicclaims.net to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

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

III. SUBSTITUTE FORM W-9

Request for Taxpayer Identification Number:

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

Social Security Number (for individuals)
[][][] - [][] - [][][][][]

OR

Taxpayer Identification Number
(for estates, trusts, corporations, etc.)
[][] - [][][][][][][][]

IV. CERTIFICATION

I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(c) of the Internal Revenue Code because: (a) I am (We are) exempt from backup withholding, or (b) I (We) have not been notified by the I.R.S. that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the I.R.S. has notified me (us) that I am (we are) no longer subject to backup withholding.

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

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

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

(Signature)

(Signature)

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

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

Date: _____

THIS PROOF OF CLAIM MUST BE SUBMITTED NO LATER THAN AUGUST 28, 2013 AND MUST BE MAILED TO:

China Electric Motor, Inc. Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 3
Media, PA 19063
Tel.: 866-274-4004
Fax: 610-565-7985
info@strategicclaims.net

A Proof of Claim received by the Claims Administrator shall be deemed to have been submitted when posted, if mailed by August 28, 2013 and if a postmark is indicated on the envelope and it is mailed first class and addressed in accordance with the above instructions. In all other cases, a Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator.

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

REMINDER CHECKLIST

- Please be sure to sign this Proof of Claim on page 10. If this Proof of Claim is submitted on behalf of joint claimants, then both claimants must sign.
- Please remember to attach supporting documents. Do NOT send any stock certificates. Keep copies of everything you submit.
- Do NOT use highlighter on the Proof of Claim or any supporting documents.
- If you move after submitting this Proof of Claim, please notify the Claims Administrator of the change in your address.

CHINA ELECTRIC MOTOR, INC. LITIGATION
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 3
Media, PA 19063

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PLEASE FORWARD

FIRST CLASS MAIL

PLEASE FORWARD—IMPORTANT LEGAL NOTICE