

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

JAMES ROSE, INDIVIDUALLY AND ON BEHALF	X
OF ALL OTHERS SIMILARLY SITUATED,	X
	X Case No. 11-CV-3701-DMG (MRWx)
Plaintiffs,	X
	X <u>CLASS ACTION</u>
vs.	X
	X
DEER CONSUMER PRODUCTS, INC.,	X
YING HE, YUEHUA XIA, ZONGSHU NIE,	X
EDWARD HUA, ARNOLD STALOFF, QI HUA XU,	X
YONGMEI WANG, MAN WAI JAMES CHIU,	X
AND WALTER ZHAO,	X
	X
Defendants.	X

**NOTICE OF PENDENCY AND PARTIAL SETTLEMENT OF CLASS ACTION**

If you purchased or otherwise acquired the common stock (“Stock”) of Deer Consumer Products, Inc. (“Deer” or the “Company”) during the period from August 13, 2009 through and including March 21, 2011, you could get a payment from the class action settlement (the “Settlement”).

*A federal court has authorized this notice.*

- If approved by the Court, the settlement will provide \$2,125,000, plus interest (the “Settlement Amount”), to pay claims of investors who purchased Deer Stock during the period from August 13, 2009 through and including March 21, 2011 (the “Class Period”).
- The Settlement represents an average recovery of \$0.063 per share of Deer Stock for the 33,592,562 million shares outstanding as of March 21, 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 Deer 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 Deer 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 up to \$531,250 or twenty-five percent (25%) of the Settlement Amount, reimbursement of litigation expenses of no more than \$75,000, and an award to the Lead Plaintiffs not to exceed \$10,000. Collectively, the attorneys’ fees and expenses are estimated to average \$0.018 per share of Deer 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 \$0.045 per share of Deer 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 Deer and its officers and directors (the “Deer Defendants”) made false and misleading statements, in violation of federal securities laws, based upon the allegations set forth in the Amended Complaint, including that: (1) Deer overstated its top-line revenue and net income in its SEC filings during fiscal years 2009 and 2010; and (2) the claim that Deer’s CEO concealed that a company he owns directly competes with Deer.
- 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

<b>SUBMIT A CLAIM FORM NO LATER THAN JUNE 5, 2013</b>	The only way to get a payment.
<b>EXCLUDE YOURSELF NO LATER THAN JULY 10, 2013</b>	Get no payment. This is the only option that allows you to be part of any other lawsuit against the Deer Defendants about the legal claims in this case.
<b>OBJECT NO LATER THAN JULY 19, 2013</b>	Write to Class Counsel about why you do not like the Settlement.
<b>GO TO A HEARING ON AUGUST 9, 2013</b>	Speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	Get no payment. Give up your 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:

Deer Consumer Products, 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 Deer Stock during the Class Period.

### 2. What is this lawsuit about?

The case is known as *Rose v. Deer Consumer Products, Inc.*, Case No. 11-CV-3701-DMG (MRWx) (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 involves whether the Deer Defendants violated the federal securities laws because the Company allegedly made false and misleading statements to the investing public as set out in the complaint, including that: (1) Deer overstated its top-line revenue and net income in its SEC filings during fiscal years 2009 and 2010; and (2) the claim that Deer's CEO concealed that a company he owns directly competes with Deer. The Settlement resolves all of the claims in the Class Action against the Deer Defendants.

### 3. Why is this a class action?

In a class action, one or more persons and/or entities, called Lead Plaintiffs, 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 Plaintiffs and the Deer Defendants do not agree regarding the merits of Lead Plaintiffs' 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 and the Deer Defendants disagree include:

(1) whether the Deer Defendants made false and misleading statements; (2) whether the Deer Defendants made these statements with the intent to defraud the investing public; (3) whether the statements were the cause of the Class Members' alleged damages; and (4) the amount of damages, if any, suffered by the Class Members.

This matter has not gone to trial and the Court has not decided in favor of either Lead Plaintiff or the Deer Defendants. Instead, Lead Plaintiffs and the Deer Defendants have agreed to settle the Class Action. The Lead Plaintiffs 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 Deer Defendants. Even if Plaintiffs win at trial, and also withstand the Deer 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 Deer Stock during the period from August 13, 2009 through and including March 21, 2011.

#### **6. Are there exceptions to being included?**

Yes. Excluded from the Class are the Deer Defendants, and all former officers and directors of Deer, 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 Deer 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.

#### **7. What does the Settlement provide?**

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

The proposed Settlement calls for the Deer Defendants to create a Settlement Fund (the "Settlement Fund") in the amount of \$2,125,000. 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 Plaintiffs' attorneys' fees and reasonable litigation expenses and any award to Lead Plaintiffs. 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 Deer 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 shares purchased between August 13, 2009 and March 21, 2011, inclusive, and held as of close of trading on June 17, 2011, the recognized loss per share is the lesser of:
  - A. \$2.69.
  - B. The price paid less \$8.08.
- II. For shares purchased between August 13, 2009 and March 21, 2011, inclusive, and sold between March 21, 2011 and June 17, 2011, inclusive, the recognized loss per share is the lesser of:
  - A. \$2.69.
  - B. The price paid less the price received.
- III. For shares purchased between August 13, 2009 and March 20, 2011, inclusive, and sold on or before March 20, 2011, the recognized loss per share is \$0.

**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 Deer 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 Deer 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](http://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 June 5, 2013, to:

Deer Consumer Products, 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](mailto: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 (agreeing never to sue, continue to sue, or be part of any other lawsuit) all claims against the Deer Defendants, any of their current, former, or future parents, subsidiaries, affiliates, partners, joint venturers, officers, directors, principals, shareholders, members, agents (acting in their capacity as agents), employees, attorneys, trustees, insurers, reinsurers, advisors, associates, and/or any other individual or entity in which any Deer Defendant has or had a controlling interest or which is or was related to or affiliated with any of the Deer Defendants, and the current, former, and future legal representatives, heirs, successors-in-interest, or assigns of the Deer Defendants (“Released Parties”) in connection with your acquisition of Deer Stock during the Class Period, except that you do not release the Released Parties from any claim or action to enforce the Settlement. You also do not release Deer’s auditor Goldman Kurland and Mohidin, LLP, or Benjamin Wey, or any entities associated with him (except if any of these entities are named Deer Defendants). It 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 Deer 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 Deer 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 Deer 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 *Rose v. Deer Consumer Products, Inc*, Case No. 11-CV-3701-DMG (MRWx). Be sure to include your name, address, telephone number and your signature, along with an accurate list of all of your purchases and sales of Deer Stock. You must mail your exclusion request, received no later than July 10, 2013, to:

Deer Consumer Products, 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 Deer Defendants for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue the Deer 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 the other Class Members. These lawyers are called Lead Plaintiffs' 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 \$531,250 for reimbursement of reasonable litigation expenses not to exceed \$75,000, and an award to the Lead Plaintiff in an amount not to exceed \$10,000. 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 *Rose v. Deer Consumer Products, Inc*, Case No. 11-CV-3701-DMG (MRWx). Be sure to include your name, address, telephone number, your signature, a list of your purchases and sales of Deer 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 the two different places listed below, received no later than July 19, 2013, so the Court will consider your views:

Laurence M. Rosen, Esq.  
THE ROSEN LAW FIRM, P.A.  
355 South Grand Avenue, Suite 2450  
Los Angeles, CA 90071  
Tel.: 213-785-2610  
Fax: 213-226-4684

*Lead Counsel*

Diann H. Kimm  
William H. Forman  
SCHEPER KIM & HARRIS, LLP  
601 West Fifth Street, 12th Floor  
Los Angeles, CA 90071  
Telephone: 213-613-4655  
Fascimile: 213-613-4856

*Counsel for the Deer Defendants*

Class Counsel's motions for final approval of the settlement and for reimbursement of costs and attorneys' fees will be available after it is filed on June 25, 2013. You may obtain a copy of either through Class Counsel or the Public Access to Courts Electronic Record ("PACER"), available at [www.pacer.gov](http://www.pacer.gov).

**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 only object 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 August 9, 2013, at 9:30 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. If, however, you intend to appear and speak at the hearing, you must indicate that you will do so in the letter containing your objection or in a separate letter which must be sent to the addresses and deadline noted in Question 14. You must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Settlement Hearing.

**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 Deer Defendants about the claims made in this case ever again.

DATED: MARCH 22, 2013.

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



Deer Consumer Products, 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: June 5, 2013**

IF YOU PURCHASED THE COMMON STOCK OF DEER CONSUMER PRODUCTS, INC. DURING THE PERIOD FROM AUGUST 13, 2009 THROUGH MARCH 21, 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 JUNE 5, 2013 TO STRATEGIC CLAIM SERVICES, THE CLAIMS ADMINISTRATOR, AT THE FOLLOWING ADDRESS:

Deer Consumer Products, 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 JUNE 5, 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 Deer Consumer Products, Inc. and was (were) damaged thereby. (Do not submit this Proof of Claim if you did not purchase Deer Consumer Products, Inc. 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 Partial 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 Deer Consumer Products, Inc. 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 Deer Consumer Products, Inc. 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](http://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.





**Ending Holdings:**

D. State the total number of shares of Deer Consumer Products, Inc. common stock owned at the close of trading on June 17, 2011, long or short (*must be documented*).

**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 JUNE 5, 2013 AND MUST BE MAILED TO:**

Deer Consumer Products, 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 June 5, 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.

*IN RE DEER CONSUMER PRODUCTS, INC. LITIGATION*  
c/o Strategic Claims Services  
P.O. Box 230  
600 N. Jackson St., Suite. 3  
Media, PA 19063

FIRST CLASS MAIL  
U.S. POSTAGE  
PAID  
PERMIT NO. 138  
PHILADELPHIA, PA

**PLEASE FORWARD**

**FIRST CLASS MAIL**

**PLEASE FORWARD—IMPORTANT LEGAL NOTICE**