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JS-6

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

JEFF FEYKO, Individually and on Behalf of All Others Similarly Situated, Case No.: 11-cv-05511-DDP (PJWx)

Plaintiff,

v.

YUHE INTERNATIONAL, INC., *et al.*,

Defendants.

**FINAL JUDGMENT  
APPROVING CLASS ACTION  
SETTLEMENT**

aAd PARTNERS LP, Individually and on Behalf of All Others Similarly Situated,

Plaintiff,

v.

RODMAN & RENSHAW, LLC, *et al.*,

Defendants.

ROTH CAPITAL PARTNERS, LLC, *et al.*,

Cross-Claimants,

v.

CHILD, VAN WAGONER & BRADSHAW, PLLC, *et al.*,

Cross -Defendants.

1 WHEREAS, Lead Plaintiff aAd Partners LP (“Lead Plaintiff”), on behalf of  
2 itself and the Class (defined below); and defendants Yuhe International, Inc.  
3 (“Yuhe”), Zhentao Gao, Jiang Yingjun, Child Van Wagoner & Bradshaw, PLLC  
4 (“CVB”), Roth Capital Partners, LLC (“Roth”), Brean Murray, Carret & Co., LLC  
5 (“Brean Murray”), and Global Hunter Securities, LLC (“Global Hunter”)  
6 (collectively, the “Parties”) have entered into a Stipulation and Agreement of  
7 Settlement dated December 27, 2013 (the “Stipulation”), that provides for a  
8 complete dismissal with prejudice of the claims and cross-claims asserted in the  
9 above-referenced litigation (the “Action”) against Defendants and Cross-  
10 Defendants on the terms and conditions set forth in the Stipulation, subject to the  
11 approval of this Court (the “Settlement”);

12 WHEREAS, unless otherwise defined in this Judgment, the capitalized  
13 terms herein shall have the same meaning as they have in the Stipulation;

14 WHEREAS, by Order dated March 7, 2014 (the “Preliminary Approval  
15 Order”), this Court: (a) preliminarily approved the Settlement; (b) certified the  
16 Class solely for purposes of effectuating the Settlement; (c) ordered that notice of  
17 the proposed Settlement be provided to potential Class Members; (d) provided  
18 Class Members with the opportunity either to exclude themselves from the Class  
19 or to object to the proposed Settlement, and (e) scheduled a hearing regarding  
20 final approval of the Settlement;

21 WHEREAS, due and adequate notice has been given to the Class;

22 WHEREAS, the Court conducted a hearing on June 9, 2014 (the  
23 “Settlement Hearing”) to consider, among other things: (a) whether the terms and  
24 conditions of the Settlement are fair, reasonable and adequate and should therefore  
25 be approved; and (b) whether a judgment should be entered dismissing the entire  
26 Action, including all claims and cross-claims with prejudice as against Defendants  
27 and Cross-Defendants; and  
28

1 WHEREAS, the Court having reviewed and considered the Stipulation, all  
2 papers filed and proceedings held herein in connection with the Settlement, all  
3 oral and written comments received regarding the proposed Settlement, and the  
4 record in the Action, and good cause appearing therefor;

5 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND  
6 DECREED:

7 1. **Jurisdiction:** The Court has jurisdiction over the subject matter of  
8 the Action, and all matters relating to the Settlement, as well as personal  
9 jurisdiction over all of the Parties and each of the Class Members.

10 2. **Incorporation of Settlement Documents:** This Final Judgment  
11 incorporates and makes a part hereof: (a) the Stipulation filed with the Court on  
12 January 6, 2014; and (b) the Notice and the Summary Notice, both of which were  
13 filed with the Court on January 6, 2014.

14 3. **Class Certification for Settlement Purposes:** The Court hereby  
15 affirms its determinations in the Preliminary Approval Order certifying, for the  
16 purposes of the Settlement only, the Action as a class action pursuant to Rules  
17 23(a) and (b)(3) of the Federal Rules of Civil Procedure on behalf of all persons or  
18 entities who purchased or otherwise acquired the common stock of Yuhe from  
19 December 31, 2009 through June 17, 2011 and who were damaged thereby and  
20 includes a subclass of all persons or entities who purchased or otherwise acquired  
21 the common stock of Yuhe prior to March 23, 2011 pursuant to and/or traceable to  
22 the Registration Statement and Prospectus for the Secondary Offering of  
23 4,140,000 shares of the Company offered at a price of \$7.00 per share, and which  
24 became effective October 20, 2010 and who were damaged thereby (the “Class”).  
25 Excluded from the Class are the following persons or entities: (i) Yuhe, Zhentao  
26 Gao, Jiang Yingjun, Hu Gang, CVB, Roth, Brean Murray, and Global Hunter  
27 (collectively, the “Defendants”); (ii) the parents, successors, subsidiaries, affiliates  
28 and assigns of Defendants; (iii) members of the Immediate Family of Zhentao

1 Gao, Jiang Yingjun, and Hu Gang; (iv) any person who was an officer or director  
2 of any Defendant or Rodman & Renshaw, LLC; (v) any underwriter, or affiliate of  
3 any underwriter, who offered, sold or purchased Yuhe common stock in the  
4 Secondary Offering and (vi) any firm, trust, corporation, or other entity in which  
5 any of the Defendants has a controlling interest or had a controlling interest. Also  
6 excluded from the Class are the persons listed on Exhibit A hereto who, pursuant  
7 to request, are excluded from the Class.

8 4. **Adequacy of Representation:** Pursuant to Rule 23 of the Federal  
9 Rules of Civil Procedure, and for the purposes of the Settlement only, the Court  
10 hereby affirms its determinations in the Preliminary Approval Order certifying the  
11 Lead Plaintiff as the Class Representative for the Class and appointing Lead  
12 Plaintiff's Counsel as Class Counsel for the Class. The Lead Plaintiff and Lead  
13 Plaintiff's Counsel have fully and adequately represented the Class both in terms  
14 of litigating the Action and for purposes of entering into and implementing the  
15 Settlement and have satisfied the requirements of Federal Rules of Civil  
16 Procedure 23(a)(4) and 23(g), respectively.

17 5. **Notice:** The Court finds that the dissemination of the Notice and the  
18 publication of the Summary Notice: (a) were implemented in accordance with the  
19 Preliminary Approval Order; (b) constituted the best notice practicable under the  
20 circumstances; (c) constituted notice that was reasonably calculated, under the  
21 circumstances, to apprise Class Members of the pendency of the Action, of the  
22 effect of the Settlement (including the releases provided for therein), of Lead  
23 Counsel's motion for an award of attorneys' fees and reimbursement of Litigation  
24 Expenses, of their right to object to the Settlement, the Plan of Allocation and/or  
25 Lead Counsel's motion for attorneys' fees and reimbursement of Litigation  
26 Expenses, of their right to exclude themselves from the Class, and of their right to  
27 appear at the Settlement Hearing; (d) constituted due, adequate, and sufficient  
28 notice to all persons or entities entitled to receive notice of the proposed

1 Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of  
2 Civil Procedure, the United States Constitution (including the Due Process  
3 Clause), the Private Securities Litigation Reform Act of 1995 (“PSLRA”), 15  
4 U.S.C. §78u-4(a)(7), and all other applicable law and rules.

5       6.     **Final Settlement Approval and Dismissal of Claims:** Pursuant to,  
6 and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, this  
7 Court hereby fully and finally approves the Settlement set forth in the Stipulation  
8 in all respects (including, without limitation, the releases provided for therein,  
9 including the release of the Settled Claims (as defined in Paragraph 1(hh) of the  
10 Stipulation) as against the Released Parties (as defined in Paragraph 1(dd) of the  
11 Stipulation), and the dismissal with prejudice of all claims and cross-claims  
12 against Defendants and Cross-Defendants), and finds that the Settlement is, in all  
13 respects, fair, reasonable and adequate, and is in the best interests of the Lead  
14 Plaintiff and the Class. The Parties are directed to implement, perform and  
15 consummate the Settlement in accordance with the terms and provisions of the  
16 Stipulation.

17       7.     The Action and all of the claims against the Defendants by the Lead  
18 Plaintiff and Class Members and the cross-claims against the Cross-Defendants  
19 are hereby dismissed with prejudice, as of the Effective Date. The Parties shall  
20 bear their own costs and expenses, except as otherwise expressly provided in the  
21 Stipulation.

22       8.     **Binding Effect:** The terms of the Stipulation and of this Judgment  
23 shall be forever binding on Defendants, Lead Plaintiff and all Class Members  
24 (regardless of whether or not any individual Class Member submits a Claim Form  
25 or seeks or obtains a distribution from the Net Settlement Fund), as well as their  
26 respective successors and assigns.

27       9.     **Releases:** The releases as set forth in Paragraphs 7, 8 and 9 of the  
28 Stipulation (the “Releases”), together with the definitions contained in Paragraph

1 1 of the Stipulation relating thereto, are expressly incorporated herein in all  
2 respects. The Releases are effective as of the Effective Date. Accordingly, this  
3 Court orders that, as of the Effective Date:

4 (a) Lead Plaintiff and all other Class Members, and each of their  
5 respective present or past heirs, executors, estates, administrators, predecessors,  
6 successors, assigns, parents, subsidiaries, partners, directors, investors and agents  
7 in their capacity as such, will release and shall be deemed by operation of law to  
8 have fully, finally, and forever released, waived, discharged and dismissed each  
9 and every Settled Claim against each and all of the Released Parties, whether or  
10 not the Lead Plaintiff or Class Members execute and deliver a Proof of Claim  
11 Form to the Claims Administrator;

12 (b) Each of the Defendants and each of the other Released Parties,  
13 and each of their respective present or past heirs, executors, estates,  
14 administrators, predecessors, successors, assigns, parents, subsidiaries, partners,  
15 principals, directors, investors, investment advisors and agents in their capacity as  
16 such, will release and shall be deemed by operation of law to have fully, finally,  
17 and forever released, waived, discharged and dismissed each and every Released  
18 Claim Against the Lead Plaintiff as against (i) the Lead Plaintiff and its respective  
19 attorneys, (ii) any other Class Member, and (iii) each of the foregoing individuals'  
20 and/or entities' respective present or past heirs, executors, estates, administrators,  
21 predecessors, successors, assigns, parents, subsidiaries, partners, principals,  
22 directors, investors, investment advisors and agents in their capacity as such.

23 (c) The Underwriter Defendants will release and shall be deemed  
24 by operation of law to have fully, finally, and forever released, waived, discharged  
25 and dismissed each and every cross-claim against Yuhe, Zhentao Gao, Jiang  
26 Yingjun, Hu Gang and CVB.

27 10. **Bar Order:** In accordance with the PSLRA, as codified at 15 U.S.C.  
28 §78u-4(f)(7)(A), any and all claims for contribution arising out of any Settled

1 Claims (a) by any person or entity against any of the Released Parties, and (b) by  
2 any of the Released Parties against any person or entity, other than as set out in 15  
3 U.S.C. §78u-4(f)(7)(A)(ii), are hereby permanently barred, extinguished,  
4 discharged, satisfied, and unenforceable. Accordingly, without limitation to any  
5 of the above, (a) any person or entity is hereby permanently enjoined from  
6 commencing, prosecuting, or asserting against any of the Released Parties any  
7 such claim for contribution, and (b) the Released Parties are hereby permanently  
8 enjoined from commencing, prosecuting, or asserting against any person or entity  
9 any such claim for contribution. In accordance with 15 U.S.C. §78u-4(f)(7)(B),  
10 any final verdict or judgment that might be obtained by or on behalf of the Class  
11 or a Class Member against any person or entity based upon or arising out of any  
12 Settled Claim for which such person or entity and any Released Parties are found  
13 to be jointly liable shall be reduced by the greater of (a) an amount that  
14 corresponds to the percentage of responsibility of any such Released Party for  
15 common damages or (b) the amount paid to the Class by or on behalf of each such  
16 Released Party for common damages. All claims for contribution or  
17 indemnification, however denominated, and all claims where the damage to the  
18 claimant is measured by reference to the claimant's liability to the Lead Plaintiff  
19 or the Settlement Class or the claimant's incurring of costs of defense of those  
20 claims, which may be or have been brought against the Released Parties and  
21 which arise under the federal securities laws or state law in favor of Persons,  
22 including any Defendants, who are asserted to be joint tortfeasors with the  
23 Released Parties in the Settled Claims, are hereby extinguished, barred, and  
24 dismissed with prejudice

25       11. **Rule 11 Findings:** The Court finds and concludes that the Parties  
26 and their respective counsel have complied in all respects with the requirements of  
27 Rule 11 of the Federal Rules of Civil Procedure in connection with the  
28 commencement, maintenance, prosecution, defense and settlement of the Action.

1           12. **No Admissions:** Neither this Judgment, the Stipulation, any of their  
2 terms and provisions, any of the negotiations, proceedings or agreements  
3 connected therewith, nor any matters arising in connection with the settlement  
4 negotiations, proceedings, or agreement:

5           (a) shall be offered or received against any of the Defendants as  
6 evidence of, or construed as, or deemed to be evidence of any presumption,  
7 concession, or admission by any of the Defendants with respect to the truth of any  
8 fact alleged by the Lead Plaintiff or the validity of any claim that was or could  
9 have been asserted against any of the Defendants in this Action or in any  
10 litigation, or of any liability, negligence, fault, or wrongdoing of any of the  
11 Defendants;

12           (b) shall be offered or received against any of the Defendants as  
13 evidence of a presumption, concession or admission of any fault,  
14 misrepresentation or omission with respect to any statement or written document  
15 approved or made by any of the Defendants, or against the Lead Plaintiff or any  
16 other Class Members as evidence of any infirmity in the claims of the Lead  
17 Plaintiff or the other Class Members;

18           (c) shall be offered or received against any of the Defendants, or  
19 against the Lead Plaintiff or any other Class Members as evidence of a  
20 presumption, concession, or admission with respect to any liability, negligence,  
21 fault or wrongdoing, or in any way referred to for any other reason as against any  
22 of the Defendants, or against the Lead Plaintiff, in any other civil, criminal or  
23 administrative action or proceeding, other than such proceedings as may be  
24 necessary to effectuate the provisions of the Stipulation; provided, however, that  
25 the Defendants, Lead Plaintiff, and any other Class Member may refer to the  
26 Stipulation to effectuate the protection from liability granted thereunder or  
27 otherwise to enforce the terms of the Settlement;

1 (d) shall be construed against any Defendant, the Lead Plaintiff, or  
2 any other Class Member as an admission, concession, or presumption that the  
3 consideration to be given under the Settlement represents the amount which could  
4 be or would have been recovered after trial; nor

5 (e) shall they be construed as or received in evidence as an  
6 admission, concession or presumption against the Lead Plaintiff, or any other  
7 Class Member that any of their claims are without merit or that damages  
8 recoverable under the Second Amended Complaint would not have exceeded the  
9 Settlement Amount.

10 13. **Retention of Jurisdiction:** Without affecting the finality of this  
11 Judgment in any way, this Court retains continuing and exclusive jurisdiction  
12 over: (a) the Parties for purposes of the administration, interpretation,  
13 implementation and enforcement of the Settlement; (b) the disposition of the Total  
14 Settlement Fund; (c) any motion for an award of attorneys' fees and/or Litigation  
15 Expenses by Lead Counsel in the Action that will be paid from the Total  
16 Settlement Fund; (d) any motion to approve the Plan of Allocation; and (e) the  
17 Class Members for all matters relating to the Action.

18 14. Separate orders shall be entered regarding approval of a plan of  
19 allocation and the motion of Lead Counsel for an award of attorneys' fees and  
20 reimbursement of Litigation Expenses. Such orders shall in no way affect or  
21 delay the finality of this Judgment and shall not affect or delay the Effective Date  
22 of the Settlement. As soon as practicable following entry of the foregoing orders,  
23 Lead Plaintiff's Counsel shall cause the Net Settlement Fund to be distributed to  
24 Class Members.

25 15. **Modification of Settlement Agreement:** Without further approval  
26 from the Court, Lead Plaintiff and Defendants are hereby authorized to agree to  
27 and adopt such amendments or modifications of the Stipulation or any exhibits  
28 attached thereto to effectuate this Settlement that: (a) are not materially



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**Exhibit A to Final Judgment**

*Jeff Feyko v. Yuhe International, Inc., et al.*

Class Members Requesting Exclusion

1. Calvin C. Fresne and Virginia K. Fresne  
New Braunfels, Texas
  
2. Edmund John Button  
Victoria, BC, Canada