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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

HSINGCHING HSU, Individually and  
on Behalf of All Others Similarly  
Situating,

Plaintiff,

vs.

PUMA BIOTECHNOLOGY, INC., et  
al.,

Defendants.

) Case No. 8:15-cv-00865-DOC-SHK  
) CLASS ACTION  
) FINAL JUDGMENT AND ORDER  
) OF DISMISSAL WITH PREJUDICE

1 This matter came before the Court for hearing pursuant to the Order of this  
2 Court, dated December 29, 2021 ([ECF No. 890](#)) (the “Preliminary Approval Order”),  
3 on the application of the Parties for approval of the Settlement set forth in the  
4 Stipulation and Agreement of Class Action Settlement, dated December 1, 2021 ([ECF](#)  
5 [No. 889](#)) (the “Stipulation”). Due and adequate notice having been given to the Class  
6 as required in the Order, the Court having considered all papers filed and proceedings  
7 held herein and otherwise being fully informed in the premises and good cause  
8 appearing therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED  
9 that:

10 1. This Judgment incorporates by reference the definitions in the  
11 Stipulation, and all terms used herein shall have the same meanings as set forth in the  
12 Stipulation, unless otherwise stated herein.

13 2. This Court has jurisdiction over the subject matter of the Litigation and  
14 over all parties to the Litigation, including all Members of the Class.

15 3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court  
16 hereby approves the Settlement set forth in the Stipulation and finds that:

17 (a) the Stipulation and the Settlement contained therein are, in all  
18 respects, fair, reasonable and adequate;

19 (b) there was no collusion in connection with the Stipulation;

20 (c) the Stipulation was the product of informed, arm’s-length  
21 negotiations among competent, able counsel; and

22 (d) the record is sufficiently developed and complete to have enabled  
23 Lead Plaintiff and Defendants to have adequately evaluated and considered their  
24 positions.

25 4. Accordingly, the Court directs the Parties to consummate the Settlement  
26 pursuant to the Stipulation, as well as the terms and provisions hereof. The Litigation  
27 and all claims contained therein are dismissed with prejudice as to Lead Plaintiff and  
28 the other Class Members. The Court hereby dismisses with prejudice the Litigation

1 and all Released Claims (including, without limitation, Unknown Claims) of the Class  
2 as against each and all of the Released Defendant Parties. The Parties are to bear their  
3 own costs except as otherwise provided in the Stipulation.

4 5. No Person shall have any claim against Lead Plaintiff, Lead Counsel, or  
5 the Claims Administrator, or any other Person designated by Lead Counsel based on  
6 determinations or distributions made substantially in accordance with the Stipulation  
7 and the Settlement contained therein, the Plan of Allocation, or further order(s) of the  
8 Court.

9 6. Upon the Effective Date, Lead Plaintiff and each of the Class Members  
10 shall be deemed to have, and by operation of this Judgment shall have, fully, finally  
11 and forever waived, released, discharged, and dismissed each and every one of the  
12 Released Claims (including, without limitation, Unknown Claims) against each and  
13 every one of the Released Defendant Parties with prejudice on the merits, whether or  
14 not Lead Plaintiff or such Class Member executes and delivers the Proof of Claim and  
15 whether or not Lead Plaintiff or each of the Class Members ever seeks or obtains any  
16 distribution from the Settlement Fund. Claims to enforce the terms of the Stipulation  
17 are not released.

18 7. Upon the Effective Date, Defendants and former defendant Charles R.  
19 Eyler shall be deemed to have, and by operation of this Judgment shall have, fully,  
20 finally and forever waived, released, discharged, and dismissed any and all claims  
21 against Lead Plaintiff, Lead Counsel and all Class Members, whether known claims or  
22 unknown claims, whether arising under federal, state, common or foreign law, that  
23 arise out of or relate in any way to the institution, prosecution or settlement of the  
24 claims asserted in the action against Defendants and their related parties in this  
25 Litigation. Claims to enforce the terms of the Stipulation are not released.

26 8. Upon the Effective Date, Lead Plaintiff, all Class Members and anyone  
27 claiming through or on behalf of any of them are forever barred and enjoined from  
28 commencing, instituting, asserting or continuing to prosecute any action or proceeding

1 in any court of law or equity, arbitration tribunal, administration forum or other forum  
2 of any kind any of the Released Claims (including, without limitation, Unknown  
3 Claims) against any of the Released Defendant Parties.

4         9.       The distribution of the Notice of Class Action Settlement (“Notice”) as  
5 provided for in the Preliminary Approval Order constituted the best notice practicable  
6 under the circumstances. The notice provided was the best notice practicable under  
7 the circumstances of those proceedings and of the matters set forth therein, including  
8 the proposed Settlement set forth in the Stipulation, to all Persons entitled to such  
9 notice, and said notice fully satisfied the requirements of Federal Rule of Civil  
10 Procedure 23, due process and any other applicable law, including the Private  
11 Securities Litigation Reform Act of 1995. No Class Member is relieved from the  
12 terms of the Settlement, including the releases provided for therein, based upon the  
13 contention or proof that such Class Member failed to receive actual or adequate  
14 notice. A full opportunity has been offered to the Class Members to object to the  
15 proposed Settlement and to participate in the hearing thereon. The Court further finds  
16 that the notice provisions of the Class Action Fairness Act, 28 U.S.C. Section 1715,  
17 were fully discharged and that the statutory waiting period has elapsed. Thus, the  
18 Court hereby determines that all Members of the Class are bound by this Judgment.

19         10.       Any Plan of Allocation submitted by Lead Counsel or any order entered  
20 regarding any attorneys’ fee and expense application shall in no way disturb or affect  
21 this Judgment and shall be considered separate from this Judgment. Any order or  
22 proceeding relating to the Plan of Allocation or any order entered regarding any  
23 attorneys’ fee and expense application, or any appeal from any order relating thereto  
24 or reversal or modification thereof, shall not affect or delay the finality of the Final  
25 Judgment in this action.

26         11.       Neither the Stipulation nor the Settlement contained therein, nor any act  
27 performed or document executed pursuant to or in furtherance of the Stipulation or the  
28 Settlement: (a) is or may be deemed to be, or may be used as an admission of, or

1 evidence of, the validity or infirmity of any Released Claims or any wrongdoing or  
2 lack therefor of the Released Defendant Parties; or (b) is or may be deemed to be or  
3 may be used as an admission of, or evidence of, any fault or omission of any of the  
4 Released Defendant Parties in any civil, criminal, or administrative proceeding in any  
5 court, administrative agency, or other tribunal. Any of the Released Defendant  
6 Parties, including, but not limited to, the Defendants, may file the Stipulation and/or  
7 this Judgment in any other action that may be brought against them in order to support  
8 a defense or counterclaim based on principles of *res judicata*, collateral estoppel,  
9 release, good faith settlement, judgment bar or reduction, or any other theory of claim  
10 preclusion or issue preclusion or similar defense or counterclaim.

11 12. Without affecting the finality of this Judgment in any way, this Court  
12 retains continuing jurisdiction over: (a) implementation of the Settlement and any  
13 award or distribution of the Settlement Fund, including interest earned thereon;  
14 (b) disposition of the Settlement Fund; (c) hearing and determining applications for  
15 attorneys' fees and expenses in the Litigation; and (d) all parties hereto for the purpose  
16 of construing, enforcing and administering the Settlement.

17 13. The Court finds that the Parties and their respective counsel at all times  
18 complied with the requirements of Federal Rule of Civil Procedure 11.

19 14. If the Settlement does not become effective in accordance with the terms  
20 of the Stipulation, or the Effective Date does not occur, or the Settlement Fund, or any  
21 portion thereof, is not paid in accordance with the Stipulation, then this Judgment  
22 shall be rendered null and void to the extent provided by and in accordance with the  
23 Stipulation and shall be vacated; and in such event, all orders entered and releases  
24 delivered in connection herewith shall be null and void to the extent provided by and  
25 in accordance with the Stipulation.

26 15. The Parties shall bear their own costs and expenses except as otherwise  
27 provided in the Stipulation or in this Judgment.

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1           16.   Without further order of the Court, the Parties may agree to reasonable  
2 extensions of time to carry out any of the provisions of the Stipulation.

3           17.   The Court directs immediate entry of this Judgment by the Clerk of the  
4 Court.

5           18.   The Court's orders entered during this Litigation relating to the  
6 confidentiality of information shall survive this Settlement.

7           IT IS SO ORDERED.

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9 DATED:   August 3, 2022

  
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THE HONORABLE DAVID O. CARTER  
UNITED STATES DISTRICT JUDGE

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