



# United States District Court

SOUTHERN DISTRICT OF CALIFORNIA

Selena Moorer, individually and on behalf of all others similarly situated; Jennifer Brewer; and Rebecca King

**Plaintiff,**

**v.**

Stemgenex Medical Group, Inc., a California Corporation; Stemgenex, Inc., a California Corporation; Stem Cell Research Centre, Inc.; Andre P. Lallande,

**Defendant.**

**Civil Action No.** 16-cv-02816-AJB-AHG

## JUDGMENT IN A CIVIL CASE

IT IS HEREBY ORDERED AND ADJUDGED:

the Court GRANTS Plaintiffs and Class Counsel’s motion for final approval of the Settlement. The Court further ORDERS:

1. StemGenex Defendants, through their insurer, Admiral Insurance Company, to pay the Settlement Amount of \$1,150,000.00 as a no reversion/no refund settlement payment to settle and resolve all claims in the action by or on behalf of the 1,063 Class Members against each of the Defendants and Scott Sessions, M.D. Payment by must be made by wire transfer in one lump sum payment to a qualified settlement fund established by AB Data, Ltd. within ten (10) business days of the “Final Effective Date,” as defined in Section D.1. of the Settlement Agreement. In accordance with future orders of this Court, the Settlement Amount will only be used: to pay claim shares to the 1,063 Class Members; to pay a settlement claims administrator; to pay any amounts that may be awarded as service fees; and to pay Class Counsel for any award of attorneys’ fees, costs, and expenses incurred in the action.
2. As soon as practicable after receipt of the \$1,150,000.00, and within thirty days, A.B. Data, Ltd. must distribute all of the \$3,650,000.00, plus any accrued interest, by paying Class Counsel’s

**Date:** 2/25/22

**CLERK OF COURT**  
**JOHN MORRILL, Clerk of Court**

By: s/ \_\_\_\_\_

, Deputy

# United States District Court

SOUTHERN DISTRICT OF CALIFORNIA

(ATTACHMENT)

Civil Action No. \_\_\_\_\_

attorney's fees and costs as stated above; distributing checks for the service awards as stated above; withdrawing its administrative costs as stated above; and distributing the balance of the money equally among the 1,063 Class Members as indicated in the Declaration of Mark Cowen supporting Plaintiff's Motion for Final Approval, ¶ 6, including as provided by Section C.7. of both settlement agreements:

In the event that any Class Member does not cash issued settlement proceeds, such funds will be submitted for escheatment by the court approved settlement administrator to the State of California Unclaimed Property Fund (or similar appropriate state agency) in the names of each Class Member whose check is un-cashed. It is specifically understood and agreed that any such monies will not revert to [the Defendants] nor be paid to any cy pres recipients.

3. In exchange for the Settlement Amount, StemGenex Medical Group, Inc., StemGenex, Inc., Stem Cell Research Centre, Inc., Rita Alexander, and Scott Sessions, M.D. are also DISMISSED WITH PREJUDICE. The releases by the Class Members afforded StemGenex Defendants are strictly limited to the claims in the action (and California Civil Code Section 1542) in Sections D.2 and D.3 of the Settlement Agreement, which provide that upon the Final Effective Date, in and for the valuable consideration as provided in the Settlement Agreement, each of the 1,063 Class Members agree that they forever discharge, waive, and release the StemGenex Defendants, from any and all claims, demands, obligations, actions, causes of action, damages, whether based in tort, contract, statute, or otherwise, arising from the 4AC, to include the 4AC and all Counts and all forms of relief sought by the 1,063 Class Members through the 4AC against StemGenex Defendants, that arose within the Subclass periods certified by the Court.

4. The Court DISMISSES WITH PREJUDICE the Action and all Released Claims. These dismissals are without costs to any party, except as specifically provided in the Agreement. The Settlement shall be binding on, and have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of the Plaintiffs, Settlement Class Members, and Releasing Parties.

Without affecting the finality of this Final Approval Order, the Court RETAINS JURISDICTION over: (a) implementation and enforcement of the Agreement pursuant to further order of the Court until the final judgment contemplated hereby has become effective and each and every act agreed to be performed by the Parties shall have been performed pursuant to the Agreement; (b) any other action necessary to conclude this Settlement and to implement the terms of the Agreement; and (c) the construction and interpretation of the Agreement.