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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

JULIA JUNGE and RICHARD JUNGE, on behalf of themselves and a class of similarly situated investors,

Plaintiffs,

v.

GERON CORPORATION and JOHN A. SCARLETT,

Defendants.

Case No. 3:20-cv-00547-WHA (DMR)

Class Action

(Consolidated with Case No. 3:20-cv-01163-WHA)

(Related to Case No. 3:20-cv-02823-WHA; 3:22-mc-80051-WHA)

**[PROPOSED] JUDGMENT
APPROVING CLASS ACTION
SETTLEMENT**

WHEREAS, a consolidated securities class action is pending in this Court captioned *Julia Junge and Richard Junge v. Geron Corporation and John A. Scarlett*, Case No. 3:20-cv-00547-WHA (the “Action”)¹;

WHEREAS, by Order dated April 2, 2022, the Court certified the Action to proceed as a class action on behalf of all persons who purchased Geron Corporation (“Geron”) common stock during the period from March 19, 2018, to September 26, 2018, inclusive (the “Class Period”), and who were damaged thereby,² appointed Lead Plaintiffs Julia Junge and Richard Junge as Class Representatives for the Class, and appointed Lead Counsel Kaplan Fox & Kilsheimer LLP (“Kaplan

¹ The Court’s docket reflects the case name as *Tollen v. Geron Corp. et al*, Case No. 3:20-cv-00547-WHA, which was amended by Lead Plaintiffs. (ECF Nos. 92, 103.)

² Excluded from the Class by definition are the Defendants, directors and officers of Geron, and their Families and affiliates. Also excluded from the Class are: (i) the persons and entities who excluded themselves by submitting a request for exclusion from the Class by July 22, 2022, or whose late notice to be excluded from the Class has been accepted by the Court, in connection with the Original Class Notice (as set forth on Appendix 1 to the Stipulation); and (ii) any persons or entities who exclude themselves by submitting a request for exclusion in connection with the Settlement Notice. A complete list of exclusions reported to the Court as timely received as of March 9, 2023, by Epiq Claims and Class Solutions, the Claims Administrator appointed by the Court, is attached at Appendix 1 to this Judgment. Phillip Tougas and Patricia O’Grady, who excluded themselves from the Class in response to the Original Class Notice, and were identified at numbers 68 and 75 on the Appendix 1 to the Stipulation (ECF No. 247, at 38 of 38), have since submitted a Proof of Claim and Release Form in connection with the Settlement, and therefore, are deemed to have withdrawn their respective exclusion requests.

1 Fox”) as Class Counsel for the Class;

2 WHEREAS, by Order dated May 3, 2022, the Court approved the proposed form and content
3 of the Original Class Notice to be disseminated to the Class Members to notify them of, among other
4 things: (i) the Action pending against Defendants; (ii) the Court’s certification of the Action to
5 proceed as a class action on behalf of the Class; and (iii) their right to request to be excluded from
6 the Class by July 22, 2022, the effect of remaining in the Class or requesting exclusion, and the
7 requirements for requesting exclusion;

8 WHEREAS, the Original Class Notice was mailed beginning on May 23, 2022, to all
9 potential Class Members who could be identified through reasonable effort, resulting in the mailing
10 of over 116,079 copies of the Original Class Notice, and 74 requests for exclusion representing
11 81 individuals were reported as received by Epiq Class Action and Claims Solutions, Inc. at the time
12 of entry of the Stipulation;

13 WHEREAS, (a) Julia Junge and Richard Junge (“Lead Plaintiffs” and “Class
14 Representatives”), on behalf of themselves and the Class; and (b) defendants Geron and Dr. John A.
15 Scarlett (“Dr. Scarlett,” and together with Geron, “Defendants,” and together with Lead Plaintiffs,
16 the “Parties”) have entered into a Stipulation and Agreement of Settlement dated September 2, 2022
17 (the “Stipulation”), that provides for a complete dismissal with prejudice of the claims asserted
18 against Defendants in the Action on the terms and conditions set forth in the Stipulation, subject to
19 the approval of this Court (the “Settlement”);

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

22 WHEREAS, by Order dated October 13, 2022 (the “Preliminary Approval Order”), and the
23 October 17, 2022, Order Setting Schedule in Advance of March 30, 2023, Settlement Fairness
24 Hearing (ECF Nos. 253 and 259), this Court: (a) preliminarily approved the Settlement; (b) ordered
25 that notice of the proposed Settlement be provided to Class Members; and (c) scheduled a hearing
26 regarding final approval of the Settlement;

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

28 WHEREAS, the Court conducted a hearing on March 30, 2023, at 11:00 a.m. Pacific Time

1 (the “Settlement Fairness Hearing”) to consider, among other things, (a) whether the terms and
2 conditions of the Settlement are fair, reasonable, and adequate to the Class, and should therefore be
3 approved; and (b) whether a judgment should be entered dismissing the Action with prejudice as
4 against the Defendants; and

5 WHEREAS, the Court having reviewed and considered the Stipulation, all papers filed and
6 proceedings held herein in connection with the Settlement, all oral and written comments received
7 regarding the Settlement, and the record in the Action, and good cause appearing therefor;

8 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

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

12 2. **Incorporation of Settlement Documents** – This Judgment incorporates and makes
13 a part hereof: (a) the Stipulation filed with the Court on September 2, 2022; and (b) the Settlement
14 Notice and the Summary Settlement Notice.

15 3. **Notice** – The Court finds that the dissemination of the Settlement Notice and the
16 publication of the Summary Settlement Notice: (a) were implemented in accordance with the
17 Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances;
18 (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Class
19 Members of (i) the effect of the proposed Settlement (including the Releases to be provided
20 thereunder); (ii) Lead Counsel’s motion for an award of attorneys’ fees and reimbursement of
21 Litigation Expenses; (iii) their right to object to any aspect of the Settlement, the Plan of Allocation,
22 and/or Lead Counsel’s motion for attorneys’ fees and reimbursement of Litigation Expenses; and
23 (iv) their right to appear at the Settlement Fairness Hearing; (d) constituted due, adequate, and
24 sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and
25 (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States
26 Constitution (including the Due Process Clause), the Private Securities Litigation Reform Act of
27 1995, 15 U.S.C. § 78u-4, as amended, and all other applicable law and rules.

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1 4. **Final Settlement Approval and Dismissal of Claims** – Pursuant to, and in
2 accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and finally
3 approves the Settlement set forth in the Stipulation in all respects (including, without limitation: the
4 amount of the Settlement; the Releases provided for therein; and the dismissal with prejudice of the
5 claims asserted against Defendants in the Action), and finds that the Settlement is, in all respects,
6 fair, reasonable, and adequate to the Class. The Parties are directed to implement, perform, and
7 consummate the Settlement in accordance with the terms and provisions contained in the
8 Stipulation.

9 5. The Action and all of the claims asserted against Defendants in the Action by Lead
10 Plaintiffs and the other Class Members are hereby dismissed with prejudice. The Parties shall bear
11 their own costs and expenses, except as otherwise expressly provided in the Stipulation.

12 6. **Binding Effect** – The terms of the Stipulation and of this Judgment shall be forever
13 binding on Defendants, Lead Plaintiffs and all other Class Members (regardless of whether or not
14 any individual Class Member submits a Claim Form or seeks or obtains a distribution from the Net
15 Settlement Fund), as well as their respective successors and assigns. A list of potential Class
16 Members requesting exclusion as of March 9, 2023, according to the records of the Claims
17 Administrator, is set forth in Appendix 1 hereto.

18 7. **Releases** – The Releases set forth in paragraphs 4 and 5 of the Stipulation, together
19 with the defined terms contained in the Stipulation, are expressly incorporated herein in all respects.
20 The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

21 (a) Without further action by anyone, and subject to paragraph 8 below, upon the
22 Effective Date of the Settlement, Lead Plaintiffs and each of the other Class Members, on behalf of
23 themselves, shall be deemed to have, and by operation of law and of this Judgment shall have, fully,
24 finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged
25 any and all of the Released Plaintiffs' Claims against Defendants and Defendants' Released Parties,
26 whether or not such Class Member executes and delivers a Claim or objects to the Settlement, and
27 shall forever be barred and enjoined from prosecuting, commencing, instituting, or continuing to
28 prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or

1 administrative forum, asserting any or all of the Released Plaintiffs' Claims against any of the
2 Defendants' Released Parties. This Release shall not apply to any of the Excluded Plaintiffs' Claims
3 (as that term is defined in paragraph 1(qq) of the Stipulation).

4 (b) Without further action by anyone, and subject to paragraph 8 below, upon the
5 Effective Date of the Settlement, Defendants, on behalf of themselves, and their Related Parties,
6 shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally, and
7 forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all
8 Released Defendants' Claims against Lead Plaintiffs and Plaintiffs' Released Parties, and shall
9 forever be barred and enjoined from prosecuting, commencing, instituting, or continuing to
10 prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or
11 administrative forum, asserting any or all of the Released Defendants' Claims against any of the
12 Plaintiffs' Released Parties. This Release shall not apply to any of the Excluded Defendants' Claims
13 (as that term is defined in paragraph 1(pp) of the Stipulation).

14 (c) No person or entity shall have any claim against Lead Plaintiffs, Lead
15 Counsel, the Claims Administrator, or any other agent designated by Lead Counsel, or Defendants'
16 Released Parties and/or their respective counsel, arising from distributions made substantially in
17 accordance with the Stipulation, the Plan of Allocation approved by the Court, or any order of the
18 Court. Lead Plaintiffs and Defendants, and their respective counsel, and all other Releasees shall
19 have no liability whatsoever for the investment or distribution of the Settlement Fund, or the Net
20 Settlement Fund, the Plan of Allocation, or the determination, administration, calculation, or
21 payment of any claim or nonperformance of the Claims Administrator, the payment or withholding
22 of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in
23 connection therewith.

24 8. Notwithstanding paragraphs 7(a) – (c) above, nothing in this Judgment shall bar any
25 action by any of the Parties to enforce or effectuate the terms of the Stipulation or this Judgment.

26 9. **Rule 11 Findings** – The Court finds and concludes that the Parties and their
27 respective counsel have complied in all respects with the requirements of Rule 11 of the Federal
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1 Rules of Civil Procedure in connection with the institution, prosecution, defense, and settlement of
2 the Action.

3 10. **No Admissions** – Neither this Judgment, the Term Sheet, the Stipulation (whether
4 or not consummated), including the exhibits thereto and the Plan of Allocation contained therein (or
5 any other Plan of Allocation that may be approved by the Court), the negotiations leading to the
6 execution of the Term Sheet and the Stipulation, nor any proceedings taken pursuant to or in
7 connection with the Term Sheet, the Stipulation, and/or approval of the Settlement (including any
8 arguments proffered in connection therewith):

9 (a) shall be offered against any of the Defendants’ Released Parties as evidence
10 of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any
11 of the Defendants’ Released Parties with respect to the truth of any fact alleged by Lead Plaintiffs
12 or the validity of any claim that was or could have been asserted or the deficiency of any defense
13 that has been or could have been asserted in this Action or in any other litigation, or of any liability,
14 negligence, fault, or other wrongdoing of any kind of any of the Defendants’ Released Parties or in
15 any way referred to for any other reason as against any of the Defendants’ Released Parties, in any
16 arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than
17 such proceedings as may be necessary to effectuate the provisions of the Stipulation;

18 (b) shall be offered against any of the Plaintiffs’ Released Parties, as evidence
19 of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any
20 of the Plaintiffs’ Released Parties that any of their claims are without merit, that any of the
21 Defendants’ Released Parties had meritorious defenses, or that damages recoverable under the
22 Amended Complaint would not have exceeded the Settlement Amount or with respect to any
23 liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason
24 as against any of the Plaintiffs’ Released Parties, in any arbitration proceeding or other civil,
25 criminal, or administrative action or proceeding, other than such proceedings as may be necessary
26 to effectuate the provisions of the Stipulation; or shall be construed against any of the Releasees as
27 an admission, concession, or presumption that the consideration to be given under the Settlement
28 represents the amount that could be or would have been recovered after trial;

1 (c) provided, however, that the Parties and the Releasees and their respective
2 counsel may refer to this Judgment and the Stipulation to effectuate the protections from liability
3 granted hereunder and thereunder or otherwise to enforce the terms of the Settlement. Defendants'
4 Released Parties may file the Stipulation and/or this Judgment in any other action that may be
5 brought against them in order to support a defense or counterclaim based on principles of res
6 judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory
7 of claim preclusion or issue preclusion or similar defense or counterclaim.

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

15 12. Separate orders shall be entered regarding approval of a Plan of Allocation and the
16 motion of Lead Counsel for an award of attorneys' fees and reimbursement of Litigation Expenses.
17 Such orders shall in no way affect or delay the finality of this Judgment and shall not affect or delay
18 the Effective Date of the Settlement.

19 13. **Modification of the Agreement of Settlement** – Without further approval from the
20 Court, Lead Plaintiffs and Defendants are hereby authorized to agree to and adopt such amendments
21 or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that:
22 (a) are not materially inconsistent with this Judgment; and (b) do not materially limit the rights of
23 Class Members in connection with the Settlement. Without further order of the Court, Lead
24 Plaintiffs and Defendants may agree to reasonable extensions of time to carry out any provisions of
25 the Settlement.

26 14. **Termination of Settlement** – If the Settlement is terminated as provided in the
27 Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Judgment shall be
28 vacated, rendered null and void, and be of no further force and effect, except as otherwise provided

1 by the Stipulation, and this Judgment shall be without prejudice to the rights of Lead Plaintiffs, the
2 other Class Members, and Defendants, and the Parties shall revert to their respective positions in
3 the Action immediately prior to the execution of the Term Sheet on August 19, 2022, as provided
4 in the Stipulation.

5 15. **Entry of Final Judgment** – There is no just reason to delay the entry of this
6 Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly
7 directed to immediately enter this final judgment in this Action.

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9 SO ORDERED this _____ day of _____, 2023.

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11 DATED: _____

HON. WILLIAM ALSUP
UNITED STATES DISTRICT JUDGE

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1 **Appendix 1**

2 **List of Exclusions**

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	Name	City	State
4	1. Kimberly A Bourque	Carlisle	PA
5	2. Calvin Hackley	Upper Marlboro	MD
6	3. Thomas J Pizzuto and Thomas J. Pizzuto IRA and Thomas J. Pizzuto Roth IRA	Malvern	PA
7	4. Susan Rothstein Schwimmer	New York	NY
8	5. Wesley Le	Escondido	CA
9	6. Arpiben Shah	Deer Park	NY
10	7. Arthur Groome	Heath	TX
11	8. Richard H Ronan	Newark	OH
12	9. Sam Karhbet	Lafayette	LA
13	10. Robert W Hutchinson	Reading	PA
14	11. Marco Tiberii	Charlton	MA
15	12. Danny Charbonneau	Canton	TX
16	13. Igor Maksymyuk	Irvine	CA
17	14. Sudipto Mondal	Saint Paul	MN
18	15. Tammy Davis	New Waterford	OH
19	16. Anamma Saju Paul	Philadelphia	PA
20	17. Bruce A Sanders (Retail Acct)	Marietta	GA
21	18. Matthew F Sanders (Roth IRA)	Marietta	GA
22	19. Donna L Sanders	Marietta	GA
23	20. Joseph M Moscogiuri	Toms River	NJ
24	21. Darryl J Wolff	Cape Coral	FL
25	22. Deborah E Wolff	Cape Coral	FL
26	23. Amanda K Wolff	Cape Coral	FL
27	24. Ashley Hettinger	Cedar Rapids	IA
28	25. Jacob Cunningham	Kansas City	KS
	26. Franklin Hare	Sterling Heights	MI
	27. Edward Bonde	King of Prussia	PA
	28. Bob Flick	Crandall	TX
	29. Javad Vahidi	Los Angeles	CA
	30. Howard B Brown	Hiawasse	GA
	31. Andrew Shatley	Bear	DE
	32. Hanford Quock	Castro Valley	CA
	33. Dale Newell	Hamburg	NY
	34. Timothy A Fram	Lowell	MA
	35. Gregory D Isaac	Parma	MI
	36. Iris L Sun	Foster City	CA
	37. David A Griffin	Stoughton	MA
	38. Charles D Carter	Carrollton	OH
	39. Sandra L Hoffman	Temperance	MI
	40. Youngwon Hahn	Everett	WA
	41. Jason Baker	Raleigh	NC
	42. Tyler Coleman	Whitmore Lake	MI

1	43.	Shahram Safavi	San Diego	CA
	44.	Keith Shuster	Swedesboro	NJ
2	45.	Alex Amor	Eagan	MN
	46.	Demetrios Liaros	Bradenton	FL
3	47.	Robert Stupar	Chicago	IL
	48.	William Stupar	Chicago	IL
4	49.	William Charles Waldrop	Goochland	VA
	50.	Janet Lavonne Little	Cedar Bluff	VA
5	51.	Sanders Saint Jour	Brooklyn	NY
	52.	Carol Bratton	Aptos	CA
6	53.	Steven A Demarest	Davie	FL
	54.	Sherri L Despiegler	Davie	FL
7	55.	Daniel Ruihan Qi	Orlando	FL
	56.	Matt Fina	Cary	IL
8	57.	Preston Jones	Grand Prairie	TX
	58.	Alexander Dietl	Ithaca	NY
10	59.	Tony Russo	Hueytown	AL
	60.	Christopher Szoly	Rocky River	OH
11	61.	Maurice L Bakke and Maurice L.	Gainesville	VA
12		Bakke Single Account and		
		Maurice L. Bakke and Mary		
13		Bakke JTWROS		
	62.	Mary Bakke	Gainesville	VA
14	63.	Monty Milne	Phoenixville	PA
	64.	Duan Zhang	Bristol	CT
15	65.	Alvin Laohapant	Silver Spring	MD
	66.	Michael Hardwick (deceased)	Aiken	SC
16	67.	Patricia W Hardwick (executor)	Aiken	SC
	68.	Spencer Wu	Henderson	NV
17	69.	Varghese Xavier	Floral Park	NY
	70.	Alan Lauver		
19	71.	Matthew Stratton	Anderson	SC
	72.	Piotr Niedzwiedz	Orlando	FL
20	73.	Ron Brockway	Medina	OH
	74.	Gary Cornell Woolridge	Smith's Parish	Bermuda
21	75.	Charles B VonCanon III	Mooresville	NC
	76.	McKayla Pate	Lovettsville	VA
22	77.	Chad Allie	Frisco	TX
	78.	George Brodbeck	Berkeley	Australia
23	79.	Carl J Frank	Osceola	WI
	80.	Aaron Kurjan	Traverse City	MI
24	81.	Subrina Chowtie	Towson	MD
	82.	Erin Bramer Landtroop	Dripping Springs	TX
25	83.	Daniel Targonski	Maspeth	NY
	84.	Timothy Townsend-Gant Sr	Portland	OR
26	85.	Kimbarlie Zimmerman	Brooklyn Park	MN
	86.	Matthew Johnson	Altoona	PA
27	87.	Andrew Indovina	Fairport	NY

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| 1 | 88. | Shaila Sadia | Sterling | VA |
| | 89. | Seth Schiffbauer | Phoenix | AZ |
| 2 | 90. | Stephanie Gray | Goldsboro | NC |
| | 91. | Victoria Stubbs | Laurel | MD |
| 3 | 92. | Shane Forler | Wilmington | NC |
| | 93. | Cagri Yenigun | Savoy | IL |
| 4 | 94. | Sarah Virden | Ormond Beach | FL |
| | 95. | Jerry Holick | Plano | TX |
| 5 | 96. | Pietro Hassan Geroli | Montreal | Canada |
| | 97. | Alex Hernandez-Hualde | Virginia Beach | VA |
| 6 | 98. | David Lee | Pasadena | CA |
| | 99. | Larry W Riley | Port St Lucie | FL |
| 7 | 100. | Mary C Riley | Port St Lucie | FL |
| | 101. | Lim Hock Thong | | Singapore |
| 8 | 102. | Lee Sok Cheng | | Singapore |
| | 103. | Ryan Jentz | | |
| 9 | 104. | James Marcus | Franklin Lakes | NJ |
| | 105. | Ranjith Kumar Chilumuru | O'Fallon | MO |
| 10 | 106. | Mark A AuBuchon | Marysville | WA |

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