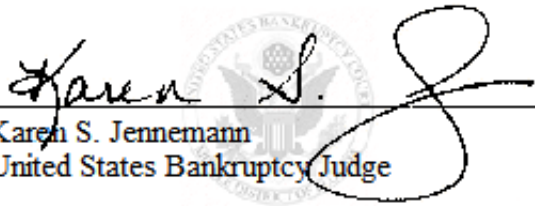


ORDERED.

Dated: September 05, 2020



Karen S. Jennemann
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION
www.flmb.uscourts.gov

In re:

Case No: 6:20-bk-02538-KSJ
Chapter 11

ISE PROFESSIONAL TESTING &
CONSULTING SERVICES, INC.,

Debtor.

**ORDER GRANTING DEBTOR'S MOTION FOR ORDER
AUTHORIZING AND APPROVING SETTLEMENT AND COMPROMISE OF
CONTROVERSY BETWEEN THE ISE PARTIES AND SYNOGEN PARTIES**
(Doc. No. 72)

THIS CASE came before the Court for consideration upon the Debtor's Motion for Order Authorizing and Approving Settlement and Compromise of Controversy Between the ISE Parties and Synogen Parties (Doc. No. 72) (the "**Motion**")¹ filed by ISE Professional Testing & Consulting Services, Inc. (the "**Debtor**" or "**ISE**"). Through the Motion, the Debtor seeks the entry of an order authorizing and approving the terms of a compromise between the Debtor and Ryanne Early ("**Ms. Early**," and together with ISE, the "**ISE Parties**") and Jamie Grooms ("**Mr. Grooms**"), Synogen Management Group, Inc. ("**Synogen**") and NeXtGen Biologics, Inc. ("**Nextgen**," and together with Mr. Grooms and Synogen, the "**Synogen Parties**"), as set forth in

¹ All capitalized terms not specifically defined in this Order shall have the meaning ascribed to them in the Motion or the Settlement Agreement attached to the Motion.

the Agreement and Release attached as Exhibit “A” to the Motion (the “**Settlement Agreement**”) and finding that the compromise set forth in the Settlement Agreement is in the best interest of the estate and its creditors and satisfies the factors set forth in *Wallis v. Justice Oaks II, Ltd. (In re Justice Oaks II, Ltd.)*, 898 F.2d 1544, 1549 (11th Cir. 1990), *cert. denied*, 498 U.S. 959 (1990) (the “**Justice Oaks Factors**”).

The Court, having reviewed the Motion and the record, having determined that notice to all parties of the Motion was appropriate under the circumstances, having determined good cause exists to grant the Motion, and being otherwise fully advised in the premises, finds that:

- a. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334;
- b. This a core proceeding pursuant to 28 U.S.C. § 157;
- c. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409;
- d. Pursuant to the negative notice procedures of Local Rule 2002-4, the creditors and parties in interest were provided with notice and an opportunity to object or otherwise respond to the Motion. The Court further finds that no objections or responses to the Motion were filed, and the Motion is therefore deemed to be unopposed.
- e. The relief requested in the Motion is in the best interests of the ISE Parties, the Synogen Parties, and all other parties in interest, including, but not limited to, Seed Biotech, Inc. (“**Seed**”), RegenX Science, Inc. (“**Regenx**”), and Elisabeth Corson (“**Ms. Corson**”);
- f. The Settlement Agreement meets the standard for approval of settlements under the Justice Oaks Factors;
- g. The mutual general releases contemplated by the Settlement Agreement satisfy the seven factors set forth by this Court in *In re Transit Group*, 286 B.R. 811, 816 (Bankr. M.D. Fla. 2002) (Jennemann, J.) (the “**Transit Factors**”) in evaluating

whether a release contemplated by a plan or settlement is appropriate. The mutual general releases are material aspects of the proposed resolution of disputes among the ISE Parties, the Synogen Parties, Seed, Regenx, and Ms. Corson, as the Settlement Agreement is intended to generally terminate the relationships between the ISE Parties and Seed, on one hand, with the Synogen Parties, Regenx, and Ms. Corson, on the other hand, except as specifically contemplated by section 9 of the Settlement Agreement or as may be provided in any releases contemplated by the Settlement Agreement that are to be exchanged among or between parties who are not parties to the Settlement Agreement itself. The Court finds that the claims that could be asserted against Ms. Early or Seed share a commonality with the claims that could or have been asserted against ISE. Similarly, the claims that the ISE Parties and/or Seed may have against the Synogen Parties, Regenx, Mr. Grooms, or Ms. Corson are likewise overlapping. The Court further finds that the Debtor has established sufficient factual support to warrant the approval of the Settlement Agreement in its entirety, including the releases.

Accordingly, it is

ORDERED:

1. The Motion is **GRANTED**. The Court finds that the compromise between the ISE Parties and the Synogen Parties is in the best interests of the estate and its creditors and satisfies the Justice Oaks Factors and the Transit Factors.
2. The terms of the compromise set forth in the Settlement Agreement are hereby **APPROVED**, and the Debtor is authorized to enter into the Settlement Agreement. The ISE Parties and the Synogen Parties are authorized and directed to comply with the terms of the Settlement

Agreement and to take all steps necessary to consummate the compromise.

3. **Patent Assignments.** On the effective date of the Settlement, Harley Riedel, Esq., as mediator, shall release from escrow and deliver to Synogen on behalf of the ISE Parties the executed assignments of patent application 14/759895 (the non-mammalian patent portfolio) and related patent applications in the form of assignment attached to the Settlement.

4. **Cash Consideration.** Beginning on the later of September 1, 2020, or the entry of a final order approving the Settlement Agreement, and on continuing on the first of each month for the next three months (October 1, 2020, November 1, 2020, and December 1, 2020), ISE shall make four installment payments to Synogen in immediately available funds in the amount of \$10,000.00 each, for a total amount of \$40,000.00.

5. **Release of Synogen Parties.** The ISE Parties have released and discharged all claims or potential claims related to the Disputes against the Synogen Parties and their attorneys, agents, and employees. For the avoidance of doubt, the ISE Parties agreed to the full and complete immediate discharge, settlement and release of any and all manner of claims, demands, penalties, sanctions, duties, damages or issues and controversies of any kind whatsoever related to the Disputes, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, that any of them ever had, now has, or may have had against any of the Synogen Parties, including all claims threatened, disclosed, anticipated, or that could have been brought between the Parties from the beginning of time to the Effective Date.

6. **Release of ISE Parties.** The Synogen Parties have released and discharged all claims or potential claims related to the Disputes against the ISE Parties and their attorneys,

agents, and employees. The Synogen Parties agreed to the full and complete immediate discharge, settlement and release of any and all manner of claims, demands, penalties, sanctions, duties, damages or issues and controversies of any kind whatsoever related to the Disputes, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, that any of them ever had, now has, or may have had against any of the ISE Parties, including all claims threatened, disclosed, anticipated, or that could have been brought between the Parties from the beginning of time to the Effective Date.

7. **Dismissal with Prejudice.** Within one (1) business day of the satisfaction by the ISE Parties of the Release Conditions, the Parties shall file consent dismissals with prejudice of all claims and counterclaims or demands for sanctions pending between them, and the below-listed entities in any forum, with each party bearing its own attorney fees and costs of the following actions:

- a) AAA Arbitration No. 01-19-0002-3786;
- b) Case No. 2019-CA-012605-O, pending in the Ninth Judicial Circuit in and for Orange County, Florida;
- c) Case No. 2D18-3264, pending before the Fifth District Court of Appeal;
- d) AAA Arbitration No. 01-19-0002-7261, subject to Seed Biotech, Inc.'s mutual release of all claims; and
- e) Case No. 502020-CA-003024, Div: AB, subject to RegenX Science, Inc., Elisabeth Corson, and Jamie Grooms' mutual release of all claims.

In addition, the Synogen Parties further agreed that the Final Award issued on December 3, 2019 in Arbitration No. 01-19-0002-3786, and confirmed in Case No. 2019-CA-012605-O resulting in the Final Judgment issued from the same action, is null and void and the Settlement Agreement and this Order supersede all relief ordered in the Final Award. Within one (1) business day of

the satisfaction by the ISE Parties of the Release Conditions, the Synogen Parties shall file terminations of the judgment lien certificates recorded in the judgment lien registry maintained by the Florida Secretary of State, Division of Corporations.

8. **Retention of Jurisdiction.** The Court will retain jurisdiction over any disputes regarding the Settlement Agreement or relating to the implementation of this Order.

Attorney Kathleen L. DiSanto is directed to serve a copy of this order on interested parties who do not receive service by CM/ECF and file a proof of service within three days of entry of the order.