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8 UNITED STATES DISTRICT COURT
9 FOR THE CENTRAL DISTRICT OF CALIFORNIA
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11 ALBERT CHOW, and
12 JEAN-PIERRE MURRAY, Individually
13 and On Behalf of All Others
14 Similarly Situated,

15 Plaintiffs,

16 v.

17 ENOCHIAN BIOSCIENCES INC.,
18 MARK DRYBUL,
19 LUISA PUCHE,
20 RENE SINDLEV,
21 CAROL L. BROSGART,
22 GREGG ALTON,
23 JAMES SAPIRSTEIN,
24 CARL SANDLER,
25 HENRIK GRØNFELDT-SØRENSEN,
26 JAYNE MCNICOL, and
27 EVELYN D'AN,
28

Defendants.

Case No. 8:22-cv-01374-JWH-JDE

**ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT [ECF No. 106]**

1 Before the Court is the unopposed motion of Lead Plaintiff Jean-Pierre
2 Murray for preliminary approval of the class action settlement in this case.¹ The
3 Court concludes that this matter is appropriate for resolution without a hearing.
4 See Fed. R. Civ. P. 78; L.R. 7-15. For the reasons explained herein, the Motion
5 is **GRANTED**.

6 I. BACKGROUND

7 A. Allegations and Procedural Summary

8 Defendant Enochian Biosciences Inc. is a biopharmaceutical company.² It
9 was formed in 2018, when Defendant Rene Sindlev caused another company,
10 non-party DanDrit Biotech USA, to acquire a then-failing company founded by
11 non-party Serhat Gumrukcu.³ Defendant Mark Dybul was the CEO of
12 Enochian, and Defendant Carl Sandler was an independent director.⁴

13 Plaintiffs allege that, for several years, Defendants passed Gumrukcu off
14 as a “world-class medical doctor and researcher and to paint his research as
15 extremely valuable.”⁵ Enochian’s website displayed Gumrukcu’s “impressive”
16 resume, which stated that Gumrukcu “has been at the forefront of cell, gene and
17 immunotherapy for more than a decade.”⁶ And Enochian itself was formed
18 primarily to license Gumrukcu’s HIV therapy, which Enochian valued at
19 \$127 million—88% of Enochian’s total assets.⁷

21 ¹ Pl.’s Mot. for Preliminary Approval of Class Action Settlement (the
22 “Motion”) [ECF No. 106].

23 ² Am. Compl. (the “Amended Complaint”) [ECF No. 68] ¶ 3.

24 ³ *Id.*

25 ⁴ *Id.* at ¶¶ 19 & 20.

26 ⁵ *Id.* at ¶ 4.

27 ⁶ *Id.*

28 ⁷ *Id.* at ¶ 5.

1 Gumrukcu, however, was not a physician.⁸ He was in fact a “dangerous
2 serial fraudster, who has lied, cheated, and even killed,”⁹ including by stealing
3 money from a cancer patients so that Gumrukcu could “administer[] bogus
4 treatments” that killed those patients.¹⁰ In June 2022, Hindenberg Research
5 exposed Gumrukcu’s falsified credentials, and Enochian’s stock fell
6 dramatically.¹¹ A short time later, the *Wall Street Journal* published a story that
7 suggested that Enochian’s leaders knew or suspected that Gumrukcu had
8 fabricated his credentials, which caused Enochian’s stock price to fall farther.¹²

9 Plaintiff Albert Chow commenced this action on behalf of himself and
10 other Enochian shareholders in July 2022.¹³ That same month another set of
11 plaintiffs filed a nearly identical action—the *Manici* Action—against Enochian
12 and its directors.¹⁴ Ultimately the *Manici* Action was dismissed, and the Court
13 appointed Murray as the Lead Plaintiff.¹⁵

14 Plaintiffs amended their Complaint in December 2023;¹⁶ they now assert
15 two claims for relief: (1) violation of Section 10(b) of the Exchange Act and
16 Rule 10b-5; and (2) violation of Section 20(a) of the Exchange Act.¹⁷ Defendants
17

18 ⁸ *Id.* at ¶ 6.

19 ⁹ *Id.*

20 ¹⁰ *Id.*

21 ¹¹ *Id.* at ¶ 11.

22 ¹² *Id.* at ¶ 12.

23 ¹³ *See* Compl. [ECF No. 1].

24 ¹⁴ Order re Mots. for Appointment Lead Pl., Approval of Selection of Lead
25 Counsel, & Consolidation (the “Consolidation Order”) [ECF No. 64] 2.

26 ¹⁵ *See generally id.*

27 ¹⁶ *See generally* Amended Complaint.

28 ¹⁷ *See generally id.*

1 moved to dismiss the Amended Complaint,¹⁸ which the Court denied during a
2 hearing in June 2024.¹⁹

3 Plaintiffs filed the instant Motion in December 2024.²⁰

4 **B. Terms of Settlement**

5 In September 2024, the parties engaged in a mediation session with Jed
6 Melnick, a mediator with JAMS.²¹ Following that mediation session,
7 Mr. Melnick issued a recommendation to resolve the litigation.²² The parties
8 accepted that recommendation, and they executed a Stipulation of Settlement in
9 November 2024.²³

10 The following is a summary of the proposed settlement agreement:

11 **1. Settlement Class**

12 The proposed settlement class is:

13 all persons and entities who purchased or otherwise acquired
14 Enochian common stock between January 17, 2018, and June 27,
15 2022, both dates inclusive, and who were damaged thereby.
16 Excluded from the Settlement Class are (1) Defendants and any
17 affiliates or subsidiaries thereof; (2) present and former officers and
18 directors of Enochian, and their immediate family members . . . ;
19 (3) any entity in which any Defendant has or has had a controlling
20 interest; (4) Serhat Gumrukcu, Anderson Wittekind, and any
21 companies or entities currently or previously controlled by Serhat
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23 ¹⁸ See Defs.’ Mot. to Dismiss (the “Motion to Dismiss”) [ECF No. 74].

24 ¹⁹ See Minute Order re Hr’g re the Motion to Dismiss [ECF No. 90].

25 ²⁰ See generally Motion.

26 ²¹ See generally Stipulation of Settlement [ECF No. 106-2].

27 ²² See *id.*

28 ²³ See generally *id.*

1 Gumrukcu and/or Anderson Wittekind, either individually or
2 jointly; and (5) the legal representatives, heirs, estates, agents,
3 successors, or assigns of any person or entity described in the
4 preceding four categories. Also excluded from the Settlement Class
5 are any Settlement Class Members that validly and timely request
6 exclusion in accordance with the requirements set by the Court in
7 the Notice of Pendency and Proposed Settlement of Class Action.²⁴

8 **2. Settlement Amount**

9 Pursuant to the Stipulation of Settlement, Enochian will make a non-
10 reversionary, all-cash payment of \$2.5 million, which will be paid into interest-
11 bearing escrow accounts within 30 days of an order granting preliminary
12 approval of the settlement.²⁵ In exchange, the Stipulation of Settlement
13 provides for customary mutual releases, including releases of the claims that
14 were asserted or that could have been asserted, in the Amended Complaint.²⁶
15 The releases specifically exclude derivative claims raised in four pending cases.²⁷

16 The settlement fund will be distributed on a *pro rata* basis to class
17 members who submit valid proof of claim forms.

18 **3. Notice Plan**

19 Plaintiffs have retained Epiq, a leading settlement and claims
20 administrator, to administer the notice and claims process.²⁸ Pursuant to the

21 ²⁴ *Id.* at ¶ 1.25.

22 ²⁵ *Id.* at ¶ 2.3.

23 ²⁶ *Id.* at ¶ 1.20.

24 ²⁷ *Id.* Those cases are *Weird Science LLC v. Sindlev*, Case
25 No. 2:24-cv-00645 (C.D. Cal.); *Midler v. Gumrukcu*, Case No. 22STCV33960
26 (L.A. Sup. Ct.); *Solak v. Gumrukcu*, Case No. 1:23-cv-00065 (D. Del.); and
27 *Koenig v. Gumrukcu*, Case No. 2:22-cv-06871 (C.D. Cal.).

28 ²⁸ See Motion 26:20–27:4; Decl. of Joseph Mahan (the “Mahan Declaration”) [ECF No. 106-9] ¶ 1; see also Motion, Ex. A-1 (the “Proposed

1 notice plan, if Epiq is appointed Settlement Administrator, then it will
2 distribute, by direct mail, a postcard notice to all identified potential class
3 members.²⁹ That Proposed Notice will direct class members to a case-specific
4 website, where class members can submit claims electronically or request a
5 proof of claim form.³⁰ The Proposed Notice will also provide a phone number
6 for callers to contact Epiq.³¹

7 Additionally, Epiq “will take steps to provide notice to the vast majority
8 of investors who hold their securities through a brokerage firm, bank, institution,
9 or other third-party nominee.”³² Epiq will also publish a Summary Notice in
10 *Investor’s Business Daily* and transmit the Summary Notice over *PR Newswire*.³³
11 Epiq will also develop a notice program through which banner advertisements
12 are published on pages of the Google Display Network and Yahoo! Finance
13 website that are associated with finance, investment, and stock trading.³⁴

14 4. Attorneys’ Fees and Awards

15 Upon final approval of the Settlement, Class Counsel³⁵ will petition the
16 Court for an award of attorneys’ fees. Those fees will be paid from the
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19 Notice”) [ECF No. 106-4], Motion, Ex. A-2 (the “Proposed Long-Form
20 Notice”) [ECF No. 106-5], Motion, Ex. A-3 (the “Proof of Claim”) [ECF
21 No. 106-6]; Motion, Ex. A-4 (the “Summary Notice”) [ECF No. 106-7].

22 ²⁹ Mahan Declaration ¶ 6.

23 ³⁰ *Id.*

24 ³¹ *Id.*

25 ³² *Id.* at ¶ 7.

26 ³³ *Id.* at ¶ 14.

27 ³⁴ *Id.* at ¶ 15.

28 ³⁵ In October 2025, the Court appointed the law firm Bleichmar Fonti &
Auld LLP as Lead Counsel. Consolidation Order 5.

1 settlement fund in an amount not to exceed 30%.³⁶ Class Counsel will also seek
2 litigation expenses in an amount not to exceed \$300,000, plus interest, and an
3 award to Lead Plaintiff not to exceed \$7,500.³⁷ Defendants have agreed not to
4 take any position concerning the request for attorneys' fees.³⁸

5 II. DISCUSSION

6 A. Preliminary Approval of the Proposed Settlement

7 1. Legal Standard

8 "Rule 23(e) [of the Federal Rules of Civil Procedure] imposes on district
9 courts an independent obligation to ensure that any class action settlement is
10 'fair, reasonable, and adequate.'" *Briseño v. Henderson*, 998 F.3d 1014, 1022
11 (9th Cir. 2021) (quoting Fed. R. Civ. P. 23(e)). "The primary concern of
12 [Rule 23(e)] is the protection of th[e] class members, including the named
13 plaintiffs, whose rights may not have been given due regard by the negotiating
14 parties." *Officers for Justice v. Civil Serv. Comm'n of City & Cnty. of S.F.*, 688
15 F.2d 615, 624 (9th Cir. 1982).

16 In determining whether a class settlement is "fair, reasonable, and
17 adequate," a district court must consider the following factors:

18 (A) the class representatives and class counsel have adequately
19 represented the class;

20 (B) the proposal was negotiated at arm's length;

21 (C) the relief provided for the class is adequate, taking into account:

22 (i) the costs, risks, and delay of trial and appeal;

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26 ³⁶ Stipulation of Settlement ¶ 6.5; Proposed Notice 2.

27 ³⁷ *Id.*

28 ³⁸ *Id.* at ¶ 6.6.

(ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;

(iii) the terms of any proposed award of attorneys' fees, including timing of payment; and

(iv) any agreement required to be identified under Rule 23(e)(3); and

(D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

Additionally, a district court in the Ninth Circuit must consider the *Hanlon* factors, which include “the strength of the plaintiff’s case; the risk, expense, complexity, and likely duration of further litigation; the risk of maintaining class action status throughout trial; the amount offered in settlement; the extent of discovery completed and the stage of the proceedings; the experience and views of counsel; the presence of a governmental participant; and the reaction of the class members to the proposed settlement.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998).

2. Adequacy

Under Rule 23(e)(2)(A), the first factor to be considered is whether the class representative and class counsel have adequately represented the class.

This analysis includes, for example, “the nature and amount of discovery” undertaken in the litigation or “the actual outcome of other cases.”

Fed. R. Civ. P. 23(e)(2)(A), 2018 Advisory Comm. Notes.

Here, Class Counsel has adequately represented the class. Class Counsel are highly experienced, and they have performed competently throughout the

1 course of this litigation, including by defeating Defendants’ motion to dismiss.³⁹
2 Class Counsel also negotiated a condition that required Defendants to provide
3 sworn documentation confirming representations made during settlement
4 negotiations. If those representations turn out to be false, Class Counsel has
5 reserved certain rights, which further suggests that Class Counsel has
6 adequately prosecuted this action and represented the interests of the class
7 members.⁴⁰

8 3. Arm’s Length Negotiations

9 In approving a class action settlement, the Ninth Circuit “put[s] a good
10 deal of stock in the product of an arms-length, non-collusive, negotiated
11 resolution.” *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 965 (9th Cir. 2009).
12 Additionally, courts have recognized that “[t]he use of a mediator experienced
13 in the settlement process tends to establish that the settlement process was not
14 collusive.” *See Hill v. Canidae Corp.*, 2021 WL 4988032, at *8 (C.D. Cal.
15 Apr. 2, 2021).

16 Here, the Stipulation of Settlement is the product of a full-day mediation
17 session with an experienced JAMS mediator, who recommended that the parties
18 accept the Stipulation of Settlement.⁴¹ Those facts support a finding that the
19 settlement is the product of arm’s-length negotiation. *See Farrar v. Workhorse*
20 *Grp., Inc.*, 2023 WL 5505981, at *5 (C.D. Cal. July 24, 2023) (approving a
21 settlement reached through mediation with Mr. Melnick).

25 ³⁹ See generally Decl. of George N. Bauer in Support of the Motion (the
26 “Bauer Declaration”) [ECF No. 106-1].

27 ⁴⁰ See generally Stipulation of Settlement.

28 ⁴¹ *Id.*

1 **4. Adequacy of Settlement**

2 The third factor is whether “the relief provided for the class is adequate,
3 taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the
4 effectiveness of any proposed method of distributing relief to the class, including
5 the method of processing class-member claims; (iii) the terms of any proposed
6 award of attorneys’ fees, including timing of payment; and (iv) any agreement
7 required to be identified under Rule 23(e)(3).” Fed. R. Civ. P. 23(e)(2)(C).
8 Under this factor, the relief “to Class Members is a central concern.”
9 Fed. R. Civ. P. 23(e)(2)(C), 2018 Advisory Comm. Notes. This factor
10 implicates several of the *Hanlon* factors. *See Briseño*, 998 F.3d at 1022–23.

11 **a. Cost, Risks, and Delays of Continuing Litigation**

12 First, the court must consider whether the proposed settlement provides
13 adequate relief to class members, taking into account the “costs, risks, and
14 delay” of future litigation, support the adequacy of the settlement. Pursuant to
15 the Stipulation of Settlement, the class will receive a non-reversionary, all-cash
16 payment of \$2.5 million. That amount represents 5.3% of Plaintiffs’ total
17 estimated potential recovery, which is higher than is typical in securities class
18 actions. *See, e.g., Baron v. HyreCar Inc.*, 2024 WL 3504234, at *8 (C.D. Cal.
19 July 19, 2023) (approving a \$1.9 million settlement, which represented
20 approximately 2% of the estimated potential recovery).

21 This outcome is favorable to the class because there are significant risks
22 associated with proceeding with litigation in this case. Defendants’ financial
23 position is unstable, because they no longer have any meaningful commercial
24 product or revenue source.⁴² That instability has caused Defendants’ financial
25 positions to deteriorate over the course of this litigation, and Enochian has
26 warned that it may be required to “seek bankruptcy protection or other

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28 ⁴² *See generally* Amended Complaint.

alternatives,” which would significantly harm Plaintiffs’ ability to pursue their claims.⁴³

b. Effectiveness of Distributing Relief

Second, the court must consider “the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims.” Fed. R. Civ. P. 23(e)(2)(C). “Often it will be important for the court to scrutinize the method of claims processing to ensure that it facilitates filing legitimate claims.” Fed. R. Civ. P. 23(e), 2018 Advisory Comm. Notes. “A claims processing method should deter or defeat unjustified claims, but the court should be alert to whether the claims process is unduly demanding.” *Id.*

As described above, the Stipulation of Settlement incorporates a multi-pronged approach to providing class members with information regarding the proposed settlement. Pursuant to that plan, class members will be directed to submit Proof of Claim forms so that the settlement administrator can determine *pro rata* shares based upon the damages each class member suffered. That plan is consistent with established procedures for securities class settlements, and courts routinely approve similar plans. *See, e.g., Farrar*, 2023 WL 5505981, at *4.

c. Attorneys’ Fee Award

Third, the court must consider the attorneys’ fee award. “At the preliminary approval stage, the Court need not make its final decision regarding the reasonableness of attorneys’ fees and costs, but need only determine that the requested fees and costs are not the products of apparent collusion.” *Hollis v. Union Pac. R.R. Co.*, 2018 WL 6273014, at *6 (C.D. Cal. Mar. 6, 2018). To

⁴³ See Motion 16:6–8 (quoting Enochian’s Form 10-K for the Fiscal Year ended July 30, 2023).

1 determine whether the requested fees and costs are the products of apparent
2 collusion, a court must consider whether the settlement contains “red flags.”
3 *Briseno*, 998 F.3d at 1026. Red flags include: (1) an attorneys’ fee award that
4 represents “a disproportionate distribution of the settlement”; (2) a “clear
5 sailing arrangement,” by which the defendant agrees not to challenge an
6 attorneys’ fee award; and (3) a “reverter” clause, which provides that the
7 defendant, and not the class members, will “receive[] the remaining funds if the
8 court reduces the agreed-upon attorneys’ fees.” *Id.* at 1026–27.

9 Class Counsel has not yet made a request for attorneys’ fees. However,
10 the Court notes that at this stage, there does not appear to be any collusion
11 between the parties. Class Counsel has agreed to request a fee award of no more
12 than 30% of the settlement fund, and, although Defendants have agreed not to
13 take a position on the fee request, there is no reverter clause included in the
14 Settlement. *Cf. Briseño*, 998 F.3d at 1026–27.

15 **d. Other Agreements**

16 Fourth, the Court must evaluate any agreement made in connection with
17 the proposed Settlement. *See* Fed. R. Civ. P. 23(e)(2)(C)(iv) & (e)(3). Class
18 Counsel represents that they have identified all agreements made in connection
19 with the Proposed Settlement, including confidential agreements regarding the
20 number of opt-outs that could terminate the Settlement.⁴⁴

21 **e. Remaining *Hanlon* Factors**

22 Finally, under *Hanlon*, the court must consider the extent of discovery
23 completed and the stage of the proceedings. Here, the Court finds that Class
24 Counsel and Lead Plaintiff possessed sufficient information to make an informed
25 decision regarding settlement. Specifically, it is apparent from the filings made
26 throughout the course of this litigation and from the Stipulation of Settlement
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28 ⁴⁴ Motion 20:1–12.

1 that Class Counsel thoroughly investigated Defendants’ conduct and financial
2 position, including through consultations with experts.⁴⁵

3 **5. Equitable Treatment of Class Members**

4 The final Rule 23(e)(2) factor turns on whether the proposed settlement
5 “treats Class Members equitably relative to each other.”

6 Fed. R. Civ. P. 23(e)(2)(D). “Matters of concern could include whether the
7 apportionment of relief among Class Members takes appropriate account of
8 differences among their claims, and whether the scope of the release may affect
9 Class Members in different ways that bear on the apportionment of relief.”

10 Fed. R. Civ. P. 23(e)(2)(D), 2018 Advisory Comm. Notes.

11 Here, the Proposed Settlement treats class members equitably relative to
12 each other because it provides that class members will receive *pro rata* shares of
13 the Settlement Fund based upon their recognized losses.⁴⁶

14 Accordingly, the Court concludes that it will likely be able to approve the
15 Proposed Settlement.

16 **B. Preliminary Certification of the Proposed Settlement Class**

17 **1. Legal Standard**

18 Before granting preliminary approval of a class settlement, a court must
19 conclude that “the court will likely be able to [] certify the class for purposes of
20 judgment.” Fed. R. Civ. P. 23(e)(1)(B)(ii); *see also Ochinero v. Ladera Lending,*
21 *Inc.*, 2021 WL 2295519, at *9 (C.D. Cal. Feb. 26, 2021). “The class action is ‘an
22 exception to the usual rule that litigation is conducted by and on behalf of the
23 individual named parties only.’” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338,
24 348 (2011) (quoting *Califano v. Yamasaki*, 442 U.S. 682, 700–01 (1979)).

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26 ⁴⁵ See Amended Complaint; Stipulation of Settlement.

27 ⁴⁶ See Decl. of Chad Coffman (the “Coffman Declaration”) [ECF
28 No. 106-10] (describing the method for calculating *pro rata* shares).

1 “Rule 23(a) ensures that the named plaintiffs are appropriate representatives of
2 the class whose claims they wish to litigate.” *Id.* at 349.

3 Rule 23(a) imposes the following prerequisites on class actions: (1) the
4 class is so numerous that a joinder of all members is impracticable (numerosity);
5 (2) there are questions of law or fact common to the class (commonality); (3) the
6 claims or defenses of the representative parties are typical of the claims or
7 defenses of the class (typicality); and (4) the representative parties will fairly and
8 adequately protect the interests of the class (adequacy). *See*
9 Fed. R. Civ. P. 23(a).

10 In addition, Rule 23(b) requires at least one of the following to be true for
11 a class action to be maintained:

12 (1) prosecuting separate actions by or against individual Class
13 Members would create a risk of:

14 (A) inconsistent or varying adjudications with respect to
15 individual Class Members that would establish incompatible
16 standards of conduct for the party opposing the class; or

17 (B) adjudications with respect to individual Class Members
18 that, as a practical matter, would be dispositive of the interests
19 of the other members not parties to the individual
20 adjudications or would substantially impair or impede their
21 ability to protect their interests;

22 (2) the party opposing the class has acted or refused to act on
23 grounds that apply generally to the class, so that final injunctive relief
24 or corresponding declaratory relief is appropriate respecting the
25 class as a whole; or

26 (3) the court finds that the questions of law or fact common to Class
27 Members predominate over any questions affecting only individual
28 members, and that a class action is superior to other available

1 methods for fairly and efficiently adjudicating the controversy. The
2 matters pertinent to these findings include:

3 (A) the Class Members' interests in individually controlling
4 the prosecution or defense of separate actions;

5 (B) the extent and nature of any litigation concerning the
6 controversy already begun by or against Class Members;

7 (C) the desirability or undesirability of concentrating the
8 litigation of the claims in the particular forum; and

9 (D) the likely difficulties in managing a class action.

10 Fed. R. Civ. P. 23(b).

11 **2. Numerosity**

12 "A class satisfies the prerequisite of numerosity if it is so large that
13 joinder of all class members is impracticable." *Ahlman v. Barnes*, 445
14 F. Supp. 3d 671, 684 (C.D. Cal. 2020) (citing *Hanlon*, 150 F3d at 1019)). "To be
15 impracticable, joinder must be difficult or inconvenient." *Id.* Generally,
16 numerosity is satisfied where a proposed class includes 40 or more members.
17 *See id.* Numerosity is "assumed to have been met in class action suits involving
18 nationally traded securities." *Brown v. China Integrated Energy Inc.*, 2015 WL
19 12720322, at *14 (C.D. Cal. Feb. 17, 2015).

20 Over the class period, there was an average weekly trading volume of
21 590,922 shares, and there were over 53 million shares of Enochian common
22 stock outstanding as of May 31, 2022.⁴⁷ Additionally, there are at least
23 50 institutional investors who reported Enochian holdings during the class
24 period.⁴⁸ Therefore, the numerosity requirement is satisfied.

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27 ⁴⁷ Motion 22:3-19.

28 ⁴⁸ *Id.*

1 **3. Commonality**

2 “[C]ommonality requires that the Class Members’ claims ‘depend upon a
3 common contention’ such that ‘determination of its truth or falsity will resolve
4 an issue that is central to the validity of each claim in one stroke.’” *Abdullah v.*
5 *U.S. Sec. Assocs., Inc.*, 731 F.3d 952, 957 (9th Cir. 2013) (quoting *Dukes*, 564 U.S.
6 at 350). To satisfy Rule 23(a), common questions must be “‘central to the
7 validity’ of the claims and capable of being resolved ‘in one stroke.’” *Black*
8 *Lives Matter Los Angeles v. City of Los Angeles*, 113 F.4th 1249, 1258 (9th Cir.
9 2024).

10 Here, there are numerous questions common to the class members’
11 claims. Those questions relate to important issues such as (1) whether
12 Defendants made false or misleading representations in violation of the
13 Exchange Act; (2) whether those misrepresentations were material; (3) whether
14 Defendants acted with scienter; and (4) whether the price of Enochian stock was
15 artificially inflated because of Defendants’ alleged misrepresentations. Those
16 questions satisfy the commonality requirement. *See In re Cooper Cos. Inc.*
17 *Securities Litig.*, 254 F.R.D. 628, 635 (C.D. Cal. 2009).

18 **4. Typicality**

19 “To demonstrate typicality, Plaintiffs must show that the named parties’
20 claims are typical of the class.” *Ellis v. Costco Wholesale Corp.*, 657 F.3d 970, 984
21 (9th Cir. 2011) (citing Fed. R. Civ. P. 23(a)(3)). “The test of typicality ‘is
22 whether other members have the same or similar injury, whether the action is
23 based on conduct which is not unique to the named plaintiffs, and whether other
24 Class Members have been injured by the same course of conduct.’” *Hanon v.*
25 *Dataproducts Corp.*, 976 F.2d 497, 508 (9th Cir. 1992) (quoting *Schwartz v. Harp*,
26 108 F.R.D. 279, 282 (C.D. Cal. 1985)). The Rule 23(a) standard is
27 “permissive,” and it requires only that the representative’s claims are
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1 “‘reasonably co-extensive with those of absent Class Members.’” *Rodriguez v.*
2 *Hayes*, 591 F.3d 1105, 1124 (9th Cir. 2010) (citation omitted).

3 Here, the named Plaintiffs’ claims are typical of the class claims. Lead
4 Plaintiff Murray, like the other class members, alleges that he purchased
5 Enochian common stock at artificially inflated prices due to Defendants’
6 material misstatements and omissions.⁴⁹ He further alleges that he suffered
7 damages when the truth about Gumrukcu emerged.⁵⁰ Those claims are the same
8 as those asserted by the class members.

9 **5. Adequacy**

10 Rule 23(a)(4) requires that the class representative “fairly and adequately
11 protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). Representation is
12 “adequate” where counsel for the class is qualified and competent, the
13 representatives’ interests are not antagonistic to the interests of absent class
14 members, and it is unlikely that the action is collusive. *See O’Connor v. Boeing*
15 *North American, Inc.*, 184 F.R.D. 311, 335 (C.D. Cal. 1998) (citing *In re N. Dist. of*
16 *California, Dalkon Shield IUD Prod. Liab. Litig.*, 693 F.2d 847, 855 (9th Cir.), *as*
17 *amended* (July 15, 1982)).

18 As discussed above, the Court finds that Class Counsel have adequately
19 represented the interests of the class.

20 **6. Predominance and Superiority**

21 To certify a damages class under Rule 23(b)(3), the court must conclude
22 that common questions predominate over individual questions. *See Black Lives*
23 *Matter*, 113 F.3d at 1258. The court must also conclude that the class action is
24 superior to other methods of adjudication. *See* Fed. R. Civ. P. 23(b)(3).

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27 ⁴⁹ See generally Amended Complaint.

28 ⁵⁰ See generally *id.*

1 Here, common questions will “‘predominate over any questions affecting
2 only individual members’” because most of the material issues in this case can
3 be resolved on a class-wide basis. *See Amchem Inc. v. Conn. Retirement Plans &*
4 *Trust Funds*, 568 U.S. 455, 468 (2013). For example, issues involving the alleged
5 misrepresentations, scienter, and inflated stock prices are all class-wide and,
6 thus, appropriate for class-wide resolution. Because those questions are central
7 to the claims—and, indeed, among the most important questions in this case—
8 common questions predominate over individual ones. *See id.*

9 Furthermore, because important common questions predominate over
10 individualized issues, and because the class is so numerous that resolution
11 through another means is impracticable and inefficient, the superiority
12 requirement is also satisfied. *See id.* at 460–61.

13 **7. Notice Requirements Under Rule 23(c)(2)(B)**

14 “For any class certified under Rule 23(b)(3)—or upon ordering notice
15 under Rule 23(e)(1) to a class proposed to be certified for purposes of settlement
16 under Rule 23(b)(3)—the court must direct to Class Members the best notice
17 that is practicable under the circumstances, including individual notice to all
18 members who can be identified through reasonable effort.”

19 Fed. R. Civ. P. 23(c)(2)(B). Such notice must clearly state the following:

- 20 (i) the nature of the action;
21 (ii) the definition of the class certified;
22 (iii) the class claims, issues, or defenses;
23 (iv) that a class member may enter an appearance through an
24 attorney if the member so desires;
25 (v) that the court will exclude from the class any member who
26 requests exclusion;
27 (vi) the time and manner for requesting exclusion; and
28

(vii) the binding effect of a class judgment on members under Rule 23(c)(3).

Fed. R. Civ. P. 23(c)(2)(B). “Notice is satisfactory if it generally describes the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard.” *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004) (citation and quotation omitted).

The notice plan included in the Stipulation of Settlement satisfies those requirements. The Proposed Notice describes the allegations and claims in plain language, it defines the class upfront, and it describes the time and manner for requesting an exclusion.⁵¹ The Proposed Notice also informs class members that they will be bound by the release of claims, and it describes options available to the class members, including the process for obtaining Proof of Claim forms.⁵² The Court also anticipates that the Proposed Notice will inform class members about their ability to participate in the final settlement approval hearing.

Accordingly, the Court finds that all the relevant requirements for preliminary class certification have been satisfied.

III. DISPOSITION

For the foregoing reasons, the Court **GRANTS** the Motion [ECF No. 106] and orders as follows:

1. The Stipulation of Settlement is **PRELIMINARILY APPROVED**.

2. The following class is **CERTIFIED** for settlement purposes only: all persons and entities who purchased or otherwise acquired Enochian common stock between January 17, 2018, and June 27, 2022, both dates inclusive, and who were damaged thereby.

⁵¹ See Proposed Notice; *see also* Long-Form Notice & Summary Notice.

⁵² *Id.*

1 Excluded from the Settlement Class are (1) Defendants and any
2 affiliates or subsidiaries thereof; (2) present and former officers and
3 directors of Enochian, and their immediate family members . . . ;
4 (3) any entity in which any defendant has or has had a controlling
5 interest; (4) Serhat Gumrukcu, Anderson Wittekind, and any
6 companies or entities currently or previously controlled by Serhat
7 Gumrukcu and/or Anderson Wittekind, either individually or
8 jointly; and (5) the legal representatives, heirs, estates, agents,
9 successors, or assigns of any person or entity described in the
10 preceding four categories. Also excluded from the Settlement Class
11 are any Settlement Class Members that validly and timely request
12 exclusion in accordance with the requirements set by the Court in
13 the Notice of Pendency and Proposed Settlement of Class Action.

14 3. Attorneys Joseph A Fonti and George N. Bauer of Bleichmar Fonti
15 & Auld LLP are **APPOINTED** to serve as Lead Counsel on behalf of the
16 settlement class for the purpose of settlement only.

17 4. Plaintiff Jean-Pierre Murray is **APPOINTED** as the representative
18 of the settlement class for purpose of settlement only.

19 5. Epiq is **APPOINTED** as settlement administrator.

20 6. The distribution of class notice to the settlement class members is
21 **AUTHORIZED**, pursuant to the Notice Plan.

22 7. The parties are **DIRECTED** to appear before this Court for a final
23 approval hearing on November 25, 2025, at 9:00 a.m. in Courtroom 9D of the
24 Ronald Reagan Federal Building and U.S. Courthouse, 411 W. 4th Street, Santa
25 Ana, California.

1 8. Murray's Request for Status Conference [ECF No. 113] is
2 **DENIED as moot.**
3 **IT IS SO ORDERED.**

4
5 Dated: August 18, 2025



John W. Holcomb
UNITED STATES DISTRICT JUDGE