

FIRST JUDICIAL DISTRICT COURT  
COUNTY OF SANTA FE  
STATE OF NEW MEXICO

ENDORSED  
First Judicial District Court

No. SF 96-2430(c)

MAR 30 2007

ERMELINDA WILLIAMS, et al.,

Santa Fe, Rio Arriba &  
Los Alamos Counties  
PO Box 2268  
Santa Fe, NM 87504-2268

Plaintiffs,

vs.

MICHAEL W. STEWART, M.D.,

Defendant.

**FINAL JUDGMENT**

THIS MATTER HAVING COME BEFORE THE COURT on March 30, 2007 for hearing, upon the joint submission of Plaintiffs Ermelinda Williams, Nasario Lopez, Lillian Starzyk, Olivama Sandoval, and Erlinda Trujillo ("Class Representatives") and Defendant Michael W. Stewart ("Settling Defendant Stewart") for entry of final judgment as to Settling Defendant Stewart pursuant to the Class Action Settlement Agreement and Release ("Settlement Agreement") entered into by Class Representatives and Settling Defendant Stewart filed with the Court on October 20, 2006, due and adequate notice having been given to the members of the Subclass pursuant to the Order Granting Preliminary Approval of Class Action Settlement and Release, the Court having considered the Settlement Agreement and all oral and written comments received and permitted by the Court regarding the Settlement Agreement, including any objections thereto, the Court having fully considered the matter and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Court adopts the defined terms as set forth in the Settlement Agreement for purposes of this final judgment.
2. The Court approves the settlement as set forth in the Settlement Agreement as fair, reasonable and adequate in all respects pursuant to Rule 1-023(E) NMRA 2001, and orders the parties to consummate the settlement in accordance with the Settlement Agreement.
3. The Court finds that the Class Notice was disseminated as required and that such dissemination of the Class Notice fully and accurately informed all Subclass Members of all material elements of the proposed settlement, constituted the best notice practicable under the circumstances, constituted valid and sufficient notice to all Subclass Members, and fully complied with Rule 1-023 NMRA 2001 and the requirements of due process.
4. The Court finds that neither this final judgment nor the Settlement Agreement shall constitute an admission by Settling Defendant Stewart of any liability or wrongdoing whatsoever.
5. If the Settlement Agreement is terminated or fails to become effective for any reason, then the parties shall be restored to their respective situations prior to the date of the execution of the Settlement Agreement.
6. The Court dismisses, on the merits and with prejudice, all the following released claims ("Released Claims") of the Class as against Settling Defendant Stewart and all claims that were or could have been asserted by or on behalf of Class Representatives or Subclass Members against Settling Defendant Stewart arising out of or related to the circumstances alleged in the Lawsuit, including but not limited to any and all claims arising out of or related to Settling

Defendant Stewart's alleged removal of collection of, retention of, analysis of, performance or publication of research concerning, creation or maintenance of records regarding, "mistreatment" of, "mutilation" of, "experimentation" upon, or any other use, handling, or treatment of, organs, bones, and tissue from the Decedents of Class Representatives and Subclass Members, or arising out of or related to Settling Defendant Stewart's alleged advocacy of, procurement of, aiding and abetting of, or conspiracy to bring about such conduct; and including all claims, arising out of or related to the foregoing matters, that were or could have been asserted in any forum under any law, for equitable or monetary relief (including attorneys' fees and costs) for injuries, losses, and damages of any kind, actual or potential, known or unknown, suspected or unsuspected, and past, present, or future; provided, however, that such dismissal shall be null and void in the event that the Settling Defendant Stewart or any of his affiliates, representatives, employees, employers, co-employees, heirs, executors, wards, administrators, estates, attorneys, agents, predecessors and successors, assigns, insurers, or indemnitors brings a claim in a court of law against a Subclass Member arising out of or related to the Lawsuit, other than a claim to enforce the terms of the Settlement Agreement, or in the event the Settlement Agreement is terminated or fails to become effective for any reason.

7. All Subclass Members who have not timely requested exclusion from the Subclass are deemed to have released and forever discharged Settling Defendant Stewart from all the Released Claims and will forever be barred and enjoined from asserting, instituting, or prosecuting in any capacity, in any forum, any action or proceeding against Settling Defendant Stewart concerning the Released Claims, unless Settling Defendant Stewart, or any of his

affiliates, representatives, employees, employers, co-employees, heirs, executors, wards, administrators, estates, attorneys, agents, predecessors and successors, assigns, insurers, or indemnitors brings a claim in a court of law against any such Subclass Member arising out of or related to the Lawsuit, other than a claim to enforce the terms of the Settlement Agreement.

8. All those to whom the Class Notice was directed, and who have not requested exclusion, are bound by this judgment. The persons who are bound by this judgment specifically include, but are not limited to, the persons to whom the Class Notice was mailed, unless and to the extent that any such person was among those who timely requested exclusion from the Subclass.

9. The Court hereby approves the Settlement Amount set forth in Paragraph 2 of the Settlement Agreement and finds that the Settlement Amount reflects a good faith settlement and is fair, just, reasonable and adequate as to the Subclass.

10. The Court finds that the following allocation and distribution of the Settlement Amount is fair, just, reasonable and adequate: (a) \$ 200,000.00 of the Settlement Amount, plus gross receipts tax thereon, to be paid upon entry of this Final Judgment to Class Counsel as attorneys' fees; (b) \$ 2,500.00 (each) to be paid upon entry of this Final Judgment to Subclass Representatives Ermelinda Williams, Nasario Lopez, Lillian Starzyk, Olivama Sandoval, and Erlinda Trujillo in recognition of their services benefitting the Subclass, in addition to whatever amounts they may otherwise be entitled to as Subclass Members; (c) litigation costs actually incurred by Subclass Representatives and Class Counsel in their prosecution of the Lawsuit, in the amount of \$ 6,591.71, to be paid upon entry of this

Final Judgment; (d) actual costs of sending notice to the Subclass, processing Subclass members' claims, responding to communications from Subclass members, and otherwise administering the settlement, along with any taxes, interest payable to taxing authorities, or tax penalties incurred by Class Counsel or their designees in administering the settlement funds, to be paid upon submission of such costs by Class Counsel and/or their designees to the Settlement Administrator; and (e) the balance ("Balance") to Subclass Members who do not timely request exclusion from the Subclass, who are not deemed to have excluded themselves from the Subclass, and who submit valid claims in accordance with instructions contained in the Class Notice, to be paid as soon as practicable following the expiration of all times set forth in Paragraph 9(e) of the Settlement Agreement. The allocation and distribution of the Settlement Amount set forth herein is separate from and in addition to the allocation and distribution of any funds received from any of the other Defendants in this action by settlement or otherwise.

11. The Court finds that the Plan of Allocation of the Balance, attached to the Settlement Agreement as Exhibit 2 is fair, just, reasonable and adequate and orders that the Balance of the Settlement Amount be distributed as follows: The Balance shall be divided by the total number of Stewart Decedents with respect to whom no Subclass Member timely elects to opt out of the class, and with respect to whom at least one of the following timely submits a valid claim: the Decedent's (1) spouse, (2) parents, (3) children, (4) siblings, (5) next of kin who gave permission for the Decedent's autopsy, or (6) grandchildren, but only if there is no living spouse, parent, child or sibling of the Decedent. The resulting sum shall constitute the "Decedent's Family Share" and shall be distributed pursuant to the following plan:

- A. If the Decedent's spouse timely submits a valid claim, then one-half of the Decedent's Family Share shall be paid to the Decedent's spouse. The remaining one-half of the Decedent's Family Share shall be paid in equal shares to each of the Decedent's (1) parents, (2) children, (3) siblings, and (4) next of kin who gave permission for the Decedent's autopsy, who timely submits a valid claim. In the event that none of the Decedent's parents, children, siblings or next of kin who gave permission for the Decedent's autopsy timely submits a valid claim, then the remaining one-half of the Decedent's Family Share shall be paid to the Decedent's spouse.
- B. If the Decedent's spouse does not timely submit a valid claim, then the Decedent's Family Share shall be paid in equal shares to each of the Decedent's (1) parents, (2) children, (3) siblings, and (4) next of kin who gave permission for the Decedent's autopsy, who timely submits a valid claim.
- C. If there is no living spouse, parent, child, or sibling of the Decedent, or next of kin who gave permission for the Decedent's autopsy, then the Decedent's Family Share shall be paid in equal shares to each of the Decedent's grandchildren who timely submits a valid claim.
12. The claims determination process shall be as set forth in Paragraph 9(e) of the Settlement Agreement. The Claims Administrator shall be Settlement Services, Inc..
13. No person shall have any claim against the Class Representatives, Class Counsel, Claims Administrator, or agents designated by Class Counsel based on the distribution of the

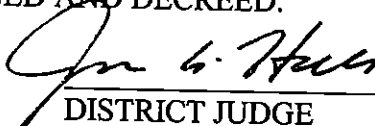
Settlement funds made substantially in accordance with the Settlement Agreement and/or the orders of the Court;

14. The Court finds that, pursuant to Rule 1-054(B)(1), there is no just reason for delay in entry of the final judgment with respect to the claims of the Subclass against Settling Defendant Stewart and directs entry of judgment as a final judgment; and

15. The Court retains continuing jurisdiction for the purposes of supervising the claims determination process and distribution of the Settlement Amount.

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATED: 3/30/07

  
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DISTRICT JUDGE