

**IN THE IOWA DISTRICT COURT FOR POLK COUNTY**

<p>STATE OF IOWA <i>ex rel.</i> BRENNA BIRD, ATTORNEY GENERAL OF IOWA,</p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p>TRAVIS BROUGHTON, MICHAEL PAVEY, REGENERATIVE MEDICINE AND ANTI- AGING INSTITUTES OF OMAHA, LLC and OMAHA STEM CELLS, LLC,</p> <p style="text-align: center;">Defendants.</p>	<p style="text-align: center;">EQUITY NO. EQCE086086</p> <p style="text-align: center;">CONSENT JUDGMENT</p>
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**CONSENT JUDGMENT**

The State has filed a Petition for injunctive and monetary relief in this matter pursuant to the Iowa Consumer Fraud Act, Iowa Code § 714.16, alleging that Defendant Michael Pavey committed violations of the Act. The State and Defendant Michael Pavey have agreed to the rendition of this Consent Judgment without trial or adjudication of any issue of fact or law and without finding or admission of wrongdoing or liability of any kind.

The Court finds and orders on this day as follows:

**I. DEFINITIONS**

1. The *Act* is the Iowa Consumer Fraud Act, Iowa Code § 714.16.
2. *Affected Iowa Consumer* means any Iowa consumer the Attorney General can verify (in her sole discretion) by March 31, 2025, who (a) received Regenerative Medicine Treatment or Stem Cell Therapy from Regenerative Medicine and Anti-Aging Institutes of Omaha, LLC or Omaha Stem Cells, LLC, or (b) made a payment to Regenerative Medicine and Anti-Aging Institutes of Omaha, LLC or Omaha Stem Cells, LLC.
3. The *Attorney General* means the Office of the Iowa Attorney General.

4. *Consent Judgment* means this Proposed Consent Judgment (inclusive of all Exhibits attached hereto).
5. The *Consumer Reimbursement Amount* is equal to \$239,744.86, and payments in satisfaction of this amount (in part or whole) will be disbursed to Affected Iowa Consumers.
6. *Defendants* means Travis Broughton, Michael Pavey, Regenerative Medicine and Anti-Aging Institutes of Omaha, LLC and Omaha Stem Cells, LLC, individuals, collectively or in any combination.
7. *Disposable Earnings* means (x) “disposable earnings,” as defined under 15 U.S.C. Section 1672, plus (y) all Social Security retirement or disability payments.
8. *Essentially Equivalent Regenerative Medicine Treatments or Products* means any product, therapy or treatment that involves, is claimed to involve, contains or is derived from amniotic tissues, fluids or allografts, the placenta, Wharton’s Jelly, umbilical cord blood, adipose tissue, or bone marrow – including exosomes, growth factors, and any other extracellular matrices, regardless of whether the product, therapy or treatment is administered by intramuscular injection, intravenously, through nebulization, or any other method or means.
9. *Iowa consumer* means a resident of the State of Iowa.
10. *Means and Instrumentalities* means any information, including, but not limited to, any advertising, labeling, promotional, or purported substantiation materials, for use by healthcare clinics or other entities or individuals offering any Regenerative Medicine Treatment.
11. *Pavey* means Defendant Michael Pavey, a resident of Spokane Valley, Washington.

12. *Regenerative Medicine Treatment* means any product, therapy, or treatment that falls under the definition of either: (a) *Stem Cell Therapy*; or (b) *Essentially Equivalent Regenerative Medicine Treatments or Products*.

13. *Stem Cell Therapy* means any product, therapy, or treatment that involves or is claimed to involve the use of stem cells derived from amniotic tissues, fluids or allografts, the placenta, Wharton's Jelly, umbilical cord blood, adipose tissue, or bone marrow, regardless of the manner in which the substance is harvested or kept (including via cryopreservation, dehydration or any other method).

## II. PARTIES, JURISDICTION AND VENUE

14. Attorney General Brenna Bird is authorized to bring actions on behalf of the State of Iowa under § 714.16(7) of the Iowa Consumer Fraud Act.

15. Pavey is one Defendant in this case and was engaged in trade or commerce (along with the other Defendants) in the State of Iowa as a key participant in the advertisement and sale in Iowa of stem cell therapy and exosome therapy to Iowa consumers. Pavey is a resident of Spokane Valley, Washington.

16. The Court has subject matter jurisdiction over this matter under Iowa Code § 714.16(7).

17. The Court has personal jurisdiction over Pavey because he solicited Iowa consumers to purchase, and did provide, "merchandise" (as defined under the Act). Pavey consents to the jurisdiction of the Court for purposes of the entry and enforcement of this Consent Judgment.

18. Venue is proper in Polk County pursuant to Iowa Code § 714.16(7) because Pavey solicited and sold merchandise to residents of Polk County.

### III. ALLEGATIONS

19. The Attorney General alleges that Pavey:
  - a. Participated in Defendants' advertising and sales activities in which Pavey deceptively, misleadingly, unfairly, and without any reasonable basis, promoted Regenerative Medicine Treatment as a cure or mitigation for various health disorders, including (but not limited to) chronic obstructive pulmonary disease, osteoarthritis, rheumatoid arthritis, Alzheimer's disease, chronic pain and the process of aging;
  - b. Recorded a testimonial video that he knew appeared in sales seminar presentations to Iowa consumers wherein he touted unfounded Regenerative Medicine Treatments but failed to disclose his connections to Defendants as a corporate executive, as well as his financial profiting from Defendants' activities. This constituted a deceptive act because it omitted material information that impacted the weight of his testimonial; and
  - c. Assisted Defendants in targeting older Iowans in the advertising and sales activities promoting unfounded Regenerative Medicine Treatments.
20. Pavey denies the Attorney General's allegations and denies he is legally responsible for any conduct in violation of the Act or any other law.
21. For purposes of entry of this Consent Judgment, Pavey agrees that all service or notice requirements relating to it are fully met upon the State emailing a copy of it to Pavey's

attorney, Andrea Jaeger, at: andrea@keeganlegal.com and providing a copy via US Mail or FedEx to Pavey at the following address: 4720 E. 14<sup>th</sup> Ave, Spokane Valley, WA 99212-3224.

#### IV. REPRESENTATIONS AND AGREEMENTS

22. As part of the consideration for this Consent Judgment, Pavey represents the following is true:

- a. The payments set forth on Exhibit A attached hereto (which is copied from Plaintiff's Deposition Exhibit 24 from October 25, 2021) are all the payments Mr. Pavey received related to his services provided to, ownership of, or affiliation with all other Defendants.
- b. Pavey has in good faith represented to the Attorney General a limited ability to pay the Consumer Reimbursement Amount in full and will comply with the document and payment provision terms in Exhibit B attached hereto.

23. As part of the consideration for this Consent Judgment, Pavey agrees to the following:

- a. To be available to testify and testify when called as a witness by the State at the trial for this case commencing on January 21, 2025. Pavey through his counsel agrees that if appearing as a witness remotely (such as by Zoom or any other electronic method), Pavey agrees to the Stipulations set forth on Exhibit C attached hereto.
- b. To cooperate, fully and in good faith, with all requests from the Attorney General seeking information related to the Defendants' conduct in Iowa. Pavey agrees to cooperate within a reasonable time determined by the

circumstances (e.g., an impending deadline or trial date will shorten the timeframe of reasonableness).

24. As part of the consideration for this Consent Judgment, Pavey agrees to the following:

- a. That the payments required under the section titled “Monetary Relief” (including Exhibit B) are not dischargeable under any chapter of Title 11 of the United States Code, including but not limited to, Section 523(a)(2) of Title 11.
- b. That there are no third-party beneficiaries of this Consent Judgment, and nothing in this Consent Judgment, express or implied, is intended to confer on any person or entity other than Pavey and the Attorney General, any rights or relief.

## V. RESOLUTION

25. The Court finds that this Consent Judgment should be entered. The Court can grant the relief and make the orders under this Consent Judgment under law, including but not limited to, Iowa R. Civ. P. 1.1501 et seq. and § 714.16 of the Act.

### A. INJUNCTIVE RELIEF

26. **IT IS ORDERED** that Pavey, whether acting directly or through an intermediary — including by owning, providing services, consulting, planning, participating, facilitating, or advising — is permanently restrained and enjoined from the: (1) advertising, (2) marketing, (3) promotion, (4) offering for sale, or (5) sale of any Regenerative Medicine Treatment in Iowa or to any Iowa consumer, through any means, including through the use of a computer or computer network.

27. **IT IS FURTHER ORDERED** that Pavey is permanently restrained and enjoined from providing the Means and Instrumentalities with which to make, expressly or by implication, any false or misleading statement of material fact about Regenerative Medicine Treatment that could affect an Iowa consumer.

28. **IT IS FURTHER ORDERED** that Pavey, directly or indirectly, or any agent at his control will not engage in any form of effort to collect payment from Iowa consumers who received treatment at Omaha Stem Cells, LLC, or Regenerative Medicine and Anti-Aging Institutes of Omaha.

29. **IT IS FURTHER ORDERED** that Pavey must not violate the Act.

30. **IT IS FURTHER ORDERED** that Pavey must not participate, directly or indirectly, in any activity to use, form or proceed as a separate corporation, trust or other entity for the purpose of engaging in, or benefitting from, acts from within any Iowa location or directed at Iowa consumers that are prohibited by this Consent Judgment as ordered by the Court, or for any other purpose which circumvents any part of this Consent Judgment as ordered by the Court.

#### **B. MONETARY RELIEF**

31. **IT IS FURTHER ORDERED** that Pavey relinquish all legal and equitable right, title, and interest in all uncollected proceeds from the sale of Regenerative Medicine Treatment and Stem Cell Therapy rendered to Iowa consumers during the course of business of Omaha Stem Cells, LLC and Regenerative Medicine and Anti-Aging Institutes of Omaha, LLC.

32. **IT IS FURTHER ORDERED** that Pavey must pay the Consumer Reimbursement Amount to the State in the manner instructed by the Attorney General. Payment of the Consumer Reimbursement Amount must be made under the schedule and terms in Exhibit

B. The Attorney General will disburse payments of the Consumer Reimbursement Amount to Affected Iowa Consumers using any reasonable means in her sole discretion. In the event it is not possible or practicable for the Attorney General to reimburse specific Iowa consumers entitled to a refund, and after reasonable efforts to effectuate reimbursement, the Iowa Attorney General will deposit any remainder amount into the Consumer Education and Litigation Fund referred to in Iowa Code § 714.16C.

33. **IT IS FURTHER ORDERED** that Pavey must pay the State \$6,000 no later than December 31, 2026, for costs and attorney fees incurred by the State in connection with this case. Such payment will be deposited into the Consumer Education and Litigation Fund referred to in Iowa Code § 714.16C.

34. **IT IS FURTHER ORDERED** that Pavey must pay civil penalties in the amount of \$90,000.00 to the Attorney General in the manner instructed by the Attorney General. This amount will be deposited into the Consumer Education and Litigation Fund referred to in Iowa Code § 714.16C. This amount is suspended but will become immediately due and owing if the Plaintiff proves, by a preponderance of the evidence, that: (a) Pavey violated any of the provisions of this Consent Judgment relating to Injunctive Relief found in Paragraphs 26-30, (b) Pavey failed to satisfy any of the provisions regarding Monetary Relief found in Paragraphs 31-33 or Exhibit B, (c) Pavey failed to satisfy the requirements of Paragraph 23, or (d) any of the representations made in Paragraph 22 or Exhibit B were false.

## VI. FURTHER ORDERS

35. **IT IS FURTHER ORDERED** that Pavey must comply with reasonable requests from the Attorney General for information relating to compliance with this Consent Judgment.



36. **IT IS FURTHER ORDERED** that nothing contained in this Consent Judgment will be construed to waive any individual right of action by a consumer or a local, state, federal or other governmental entity.

37. **IT IS FURTHER ORDERED** that nothing herein diminishes the requirements, duties, obligations, or powers set forth in the Act.

38. **IT IS FURTHER ORDERED** that the Attorney General's execution of this Consent Judgment and its subsequent entry by the Court constitutes a settlement, and a release of only Pavey, individually, from any and all liability for any alleged violation of the Act related to the advertisement, marketing, or sale of Regenerative Medicine Treatment, Stem Cell Therapy, and Essentially Equivalent Regenerative Medicine Treatments or Products that occurred prior to entry of this Consent Judgment. However, the Attorney General may seek to enforce violations of this Consent Judgment.

39. **IT IS FURTHER ORDERED** that, in addition to whatever other legal remedies may be available, a violation of this Consent Judgment constitutes a violation of the Act. Each such violation by Pavey, if established by a preponderance of the evidence in an enforcement action by the Attorney General, gives rise to all the remedies provided in the Act.

40. **IT IS FURTHER ORDERED** that the Court retains jurisdiction to enforce this Consent Judgment.

**EXHIBIT A**  
*All Payments Received by Pavey*

<b>2017</b>	
<b>Date</b>	<b>Amount</b>
August 24, 2017	\$2,719.07
September 12, 2017	\$4,448.50
September 13, 2017	\$4,014.18
October 16, 2017	\$2,684.04
November 2, 2017	\$13,146.79
November 20, 2017	\$17,740.57
December 14, 2017	\$4,916.32
<b>Total</b>	<b>\$49,669.47</b>

<b>2018</b>	
<b>Date</b>	<b>Amount</b>
January 9, 2018	\$1,111.89
January 9, 2018	\$2,312.50
January 17, 2018	\$4,000.00
February 9, 2018	\$9,000.00
April 16, 2018	\$2,661.00
April 27, 2018	\$6,150.00
May 31, 2018	\$5,000.00
June 15, 2018	\$5,000.00
July 20, 2018	\$2,840.00
August 24, 2018	\$9,000.00
September 17, 2018	\$14,000.00
October 22, 2018	\$14,000.00
November 7, 2018	\$15,000.00
<b>Total</b>	<b>\$90,075.39</b>

<b>2019</b>	
<b>Date</b>	<b>Amount</b>
January 21, 2019	\$10,000
April 4, 2019	\$10,000
April 17, 2019	\$10,000
May 3, 2019	\$10,000
May 21, 2019	\$10,000
June 17, 2019	\$10,000
July 22, 2019	\$10,000
August 30, 2019	\$10,000
September 18, 2019	\$10,000
October 4, 2019	\$10,000
<b>Total</b>	<b>\$100,000</b>

**Total Payments: \$239,744.86**

**Exhibit B**  
***Payment Plan and Terms***

**I. Representations**

- a. Pavey represents he has presented the Attorney General with the true value of all checking, savings, bank, brokerage, and retirement accounts and all other accounts holding cash, stock, mutual funds, or cash equivalents as of January 17, 2025;
- b. Pavey represents that he owns only one parcel of real estate and house upon that parcel representing his “homestead” (as defined under Iowa Code Section 561.1) and has no ownership (directly or indirectly) of any other real estate;
- c. Pavey represents his average Disposable Earnings for the past three months (from the date of this Consent Judgment) has been less than \$1,500/month;
- d. Pavey does not have a material amount of cash other than what has been reported to the Attorney General as of the date of this Consent Judgment; and
- e. Pavey represents he does not currently hold any interest in a partnership, joint venture, limited liability company, or corporation (other than stock or interests held in a retirement or brokerage account).

**II. Provision of Documents**

- a. Within 30 days of the Court approving this Consent Judgment, the Attorney General will provide Pavey with a financial statement/affidavit (in a form determined in the discretion of the Attorney General) (the *Financial Statement*) that Pavey agrees to complete within 30 days after the Attorney General provides it to Pavey;
- b. Pavey agrees to provide in conjunction with the Financial Statement any documents requested by the Attorney General to verify information provided on the form (e.g., pay stubs, bank or account statements, tax returns, etc.);
- c. Until full payment of the Consumer Reimbursement Amount, Pavey agrees to provide an updated and accurate Financial Statement by April 30 of each calendar year beginning with the 2026 calendar year; and
- d. Until full payment of the Consumer Reimbursement Amount, Pavey agrees to notify the Attorney General following every July 1 and January 1 of his total Disposable Earnings for the immediately preceding-six-month period (January 1 through June 30 and July 1 through December 31, respectively) and provide any documents requested by the Attorney General to her to verify the amount of such Disposable Earnings. The notice Pavey is required to give must be made no later than 30 days following the end of the applicable-six-month period. Any

documents required by the Attorney General will be due 30 days after the Attorney General notifies Pavey of the required documents.

### III. Avalanche Provisions

- a. If any of the representations in Section I of this Exhibit B are upon motion to the Court proven false or Pavey fails to comply with the document provision requirements of Section II of this Exhibit B:
  - i. The State will have the right to treat the Consumer Reimbursement Amount as owed in full at such time; and
  - ii. The suspended civil penalties under Paragraph 34 of the Consent Judgment will immediately become owing and due.
- b. If Pavey's Disposable Earnings for any six-month period (January 1 through June 30 and July 1 through December 31, respectively) before the Consumer Reimbursement Amount is paid in full:
  - i. Exceed \$8,500 but are less than \$20,000, Pavey must make an extra payment to the Attorney General toward satisfaction of the Consumer Reimbursement Amount equal to (x) 25%, multiplied by (y) total Disposable Earnings for the applicable-six-month period less \$8,500;
  - ii. Equal or exceed \$20,000 but are less than \$30,000, Pavey must make an extra payment to the Attorney General toward satisfaction of the Consumer Reimbursement Amount equal to (x) 35%, multiplied by (y) total Disposable Earnings for the applicable-six-month period less \$8,500; or
  - iii. Equal or exceed \$30,000, Pavey must make an extra payment to the Attorney General toward satisfaction of the Consumer Reimbursement Amount equal to (x) 50%, multiplied by (y) total Disposable Earnings for the applicable-six-month period less \$8,500.

Any payment due under this subsection III.b must be made no later than 75 days following the end of the applicable-six-month period.

- c. If Pavey's aggregate balance of all (x) checking, savings, bank, brokerage, and retirement accounts, (y) cash not held in an account, and (z) all other accounts holding cash, stock, mutual funds, or cash equivalents equal or exceed \$100,000 at any time during a calendar year, Pavey must make an extra payment to the Attorney General toward satisfaction of the Consumer Reimbursement Amount equal to (x) \$30,000, plus (y) 25% of the total aggregate value of (x), (y), and (z) (determined as of the December 31 of the applicable-calendar year) in excess of \$100,000. That payment will be due by the next May 31 following the calendar year in which the above \$100,000 threshold was met.

**IV. Payment Schedule for Consumer Reimbursement Amount**

Pavey agrees to pay the Consumer Reimbursement Amount in accordance with the following schedule (subject to alterations as permitted or required by other provisions of this Consent Judgment):

- a. Pavey will make a lump sum payment to the Attorney General of \$25,000 by March 1, 2025; and
- b. Beginning April 15, 2025, Pavey will make a \$350 monthly payment (due by the 15th day of each month) to the Attorney General every month until the Consumer Reimbursement Amount is paid in full.

**Exhibit C**  
***Stipulations to Appear Remotely***

Pavey agrees to the following stipulations to appear as a witness remotely (such as by Zoom or any other electronic method):

- a. He has a solid and reliable internet connection;
- b. He is on a computer (not a phone or tablet) with a screen large enough to view exhibits without difficulty and speakers/microphone so the Attorney General and Court can hear him clearly;
- c. He will not be distracted or have distractions going on in the background;
- d. He will not chat, text, message, or otherwise communicate with anyone during his testimony (other than his counsel);
- e. He is available every day during trial (as needed or directed by the Attorney General);
- f. He does not look at anything other than the exhibits (no internet searching or reviewing notes) while testifying under oath; and
- g. He does not use any AI technology

Pavey and the Attorney General hereby consent to the form and contents of this Consent Judgment. The undersigned parties also agree that transmission of their signatures by facsimile or electronic mail shall have the same validity and enforceability as manually executed signatures.

Approved:

PAVEY:

Date: 1/21/2025

Michael Pavey  
Michael Pavey

STATE OF Washington

COUNTY OF Spokane

Subscribed and sworn to by Michael Pavey before the undersigned notary public in and for the state of Washington on this 21 day of Jan., 2025.



Notary Public in and for the State of Washington

Rachel Marie Brown  
By: Rachel Marie Brown  
exp 05/26/27

Approved:

**ATTORNEY GENERAL:**

Date: 1/20/2025

/s/ J. Andrew Cederdahl  
J. Andrew Cederdahl  
Assistant Iowa Attorney General





State of Iowa Courts

**Case Number**  
EQCE086086

**Case Title**  
STATE EX REL BRENNA BIRD AG OF IA VS TRAVIS  
BROUGHTON ET AL  
ORDER FOR JUDGMENT

**Type:**

So Ordered

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Patrick D. Smith, District Court Judge,  
Fifth Judicial District of Iowa

Electronically signed on 2025-01-27 11:56:38