

IN THE CIRCUIT COURT  
OF THE NINTH JUDICIAL CIRCUIT  
IN AND FOR ORANGE COUNTY, FLORIDA

TIMOTHY PHILLPOTTS, SUSAN TAYLOR,  
BETHANN E. RITTER SNYDER, ERIC HILLIS  
and KAREN CONFER, each individually  
and as Class Representatives,

Case No.: 2017-CA-006570-O

Plaintiffs,

CLASS REPRESENTATION

vs.

GOLD CROWN RESORT MARKETING, INC.  
a Florida corporation,

Defendant.

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**FINAL JUDGMENT AND ORDER APPROVING**  
**CLASS ACTION SETTLEMENT AGREEMENT**  
**AND DISMISSING CLASS ACTION WITH PREJUDICE**

WHEREAS, the Parties have entered into a class action settlement agreement dated February 25, 2021, together with related exhibits (collectively, the "Settlement Agreement"), to settle this action; and

WHEREAS, the Court entered an Order dated July 1, 2021 (the "Preliminary Approval Order"), preliminarily certifying a class in this action for settlement purposes; ordering notice to potential class members; providing those persons with an opportunity either to exclude themselves from the Class or to object to the proposed settlement; and scheduling a Fairness Hearing; and

WHEREAS, the Court held a Fairness Hearing on October, 4, 2021, to determine whether to finally approve the proposed settlement; and

WHEREAS, the parties have complied with the Preliminary Approval Order and the Court finds that the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class

Members, consistent and in compliance with all requirements of due process and Florida law, and that it should be finally approved;

NOW THEREFORE, based on the submissions of the parties and Class Members, any objections, any testimony adduced at the Fairness Hearing, the pleadings on file, and the argument of counsel, the Court hereby finds, and it is hereby ORDERED AND ADJUDGED, as follows:

1. **Incorporation of Defined Terms.** Except where otherwise noted, all capitalized terms used in this Order shall have the meanings set forth in the Settlement Agreement.

2. **Jurisdiction.** The Court has personal jurisdiction over all Class Members and has subject-matter jurisdiction over this action, including, without limitation, jurisdiction to approve the proposed settlement, to grant final certification of the Class, to settle and release all claims arising out of the transactions alleged in the action or the Released Claims, and to dismiss this action on the merits and with prejudice.

3. **Final Class Certification.** The Class that this Court previously certified preliminarily in its Preliminary Approval Order dated July 1, 2021 is hereby finally certified for settlement purposes only under Rule 1.220 of the Florida Rules of Civil Procedure.

4. **Opt-Outs.** Based on the Affidavit of the Case Manager for American Legal Claim Services, LLC, the approved Settlement Administrator, the Court finds that, as of August 24, 2021, no requests were received from any individual or entity seeking to opt-out or be excluded from the Class; and, as such, no individual or entity has made a timely or proper request to opt-out or be excluded from the Class.

5. **Adequacy of Representation.** The Court finds that Class Counsel and Plaintiff have fully and adequately represented the Class for purposes of entering into and implementing

the settlement and have satisfied the requirements of Rule 1.220 of the Florida Rules of Civil Procedure.

6. **Class Notice.** The Court finds that the Class Notice and the notice methodology implemented in accordance with the terms of the Settlement Agreement and this Court's Preliminary Approval Order:

- (a) constituted the best practicable notice to Class Members under the circumstances of this action;
- (b) was reasonably calculated, under the circumstances, to apprise Class Members of (i) the pendency of this class action; (ii) their right to exclude themselves from the Class and the proposed settlement; (iii) their right to object to any aspect of the proposed settlement (including without limitation final certification of the Class, the fairness, reasonableness or adequacy of the proposed settlement, the adequacy of the Class's representation by Class Counsel, and the award of attorneys' fees and expenses to Class Counsel; (iv) their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) if they did not exclude themselves from the Class; (v) the relief being provided to the Class pursuant to the Settlement Agreement; and (vi) the binding effect of the orders and Final Judgment and Order in this action, whether favorable or unfavorable, on all persons or entities who do not request exclusion from the Class;
- (c) was reasonable and constituted due, adequate, and sufficient notice to all persons or entities entitled to be provided with notice, and

- (d) fully satisfied the requirements of the United States Constitution, the Florida Constitution, the Florida Rules of Civil Procedure, the Rules of this Court, and any other applicable rules or law.

7. **Fairness of Settlement Agreement.** The Court finds that the terms and provisions of the Settlement Agreement, including its exhibits, are fair, reasonable, and adequate and comply with all applicable requirements of the Florida Rules of Civil Procedure and any other applicable rules or law. The Settlement Agreement is the result of lengthy, adversarial, arms-length negotiations and is not the product of collusion between parties. It has been entered into in good faith and is in the best interests of Plaintiffs and the Class Members. As further evidence of the fairness of the Settlement Agreement the Court notes that, out of the Class Members identified, zero Opt-Out Exclusion Requests were received, and only two (2) objections were submitted or received. The judgment of experienced counsel for both parties also is that the settlement is fair, reasonable, and adequate and should be approved. While there would be substantial risks, expense, and uncertainties for all parties if the case were to go to trial, under the Settlement Agreement, the Class Members will receive meaningful monetary awards. The Court also notes that, as reflected in its July 1<sup>st</sup> Order, the Defendant has ceased its operations and is no longer in business as of April 8, 2021. Accordingly, for these reasons and for all parties concerned, the Court finds that settlement is a desirable alternative.

8. **Settlement Agreement Approved.** Accordingly, the Settlement Agreement is hereby fully and finally approved, and the parties and Class Members are hereby directed to implement and consummate the Settlement Agreement according to its terms and provisions. Any and all objections to the Settlement Agreement have been considered by the Court and are hereby overruled.

9. **Release.** The Class Representatives and all Class Members (hereinafter, the "Releasers") have covenanted and agreed that Gold Crown Resort Marketing, Inc., and all past and present officers, directors, agents, attorneys, employees, successors and assigns of Gold Crown (collectively, the "Released Parties"), are forever released and fully and finally discharged from any and all claims, actions, demands, lawsuits, rights, liabilities, declarations, damages, losses, attorneys' fees, interest, expenses, costs and causes of action, whether accrued or unaccrued, known or unknown, fixed or contingent, including without limitation contractual or extra-contractual claims or damages, claims or damages at law or in equity, or claims or damages of any kind which now exist or heretofore existed, by or on behalf of any Class Member against any of the Released Parties, which are asserted or could have been asserted in the Lawsuit. Such claims are released regardless of the legal theory or factual basis for the claim, including but not limited to claims for breach of contract, declaratory or injunctive relief, violations of Florida's Deceptive and Unfair Trade Practices Act, and claims for attorneys' fees, interest, costs, or punitive damages ("the Released Claims"). Plaintiffs and all Class Members and their heirs, estates, trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, regardless of whether they have received actual notice of the proposed settlement, have conclusively compromised, settled, discharged, and released all claims against the Released Parties, are bound by the provisions of the Settlement Agreement, and are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing to pursue in any manner any of the Released Claims against the Released Parties.

10. **Binding Effect.** The terms of the Settlement Agreement and of this Final Judgment and Order shall be forever binding on Plaintiffs and all other Class Members, as well as their heirs,

representatives, executors and administrators, successors and assigns, and those terms shall have *res judicata* and full preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons or entities, to the extent those claims, lawsuits or other proceedings involve matters that were or could have been raised in this action or are otherwise encompassed by the Release described in paragraph 9 of this Final Judgment and Order.

11. **Enforcement of Settlement.** Nothing in this Final Judgment and Order or any order entered in connection herewith shall preclude any action to enforce the terms of this Final Judgment and Order or the Settlement Agreement.

12. **Attorneys' Fees and Expenses.** The Court determines that Class Counsel shall be entitled to an award of attorneys' fees and costs totaling \$105,000, and that this amount is reasonable, and has been agreed upon by the parties. Gold Crown shall pay such attorneys' fees and expenses within ten business days of the date of this Final Judgment and Order.

13. **No Admissions.** Neither this Final Judgment and Order, nor the Settlement Agreement (nor any other document referred to herein, nor any action taken to negotiate, effectuate and implement the Settlement Agreement) is, may be construed as, or may be used as an admission or concession by or against the Released Parties as to the validity of any claim, or any actual or potential fault or liability, or of the certifiability of a litigation class. Additionally, neither the Settlement Agreement nor any negotiations, actions, or proceedings related to it, shall be offered, received, or construed as evidence in any action or proceeding against any party hereto or any of the Released Parties in any court, administrative agency or other tribunal for any purpose whatsoever (including but not limited to as evidence of or an admission by party of liability or of the certifiability of a litigation class), except to enforce the provisions of this Final Judgment and

Order and the Settlement Agreement; provided, however, that this Final Judgment and Order and the Settlement Agreement may be filed and used in any action, arbitration or other proceeding against or by the Released Parties to support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

14. **No Representations Regarding Taxes.** The Court finds that the parties and their counsel have expressed no opinions concerning the tax consequences of the settlement to Class Members and have made no representations, warranties or other assurances regarding any such tax consequences. No opinions, representations, warranties, or other assurances shall be deemed to have been made by the parties or their counsel with respect to any such tax consequences by virtue of the Settlement Agreement or by effectuating the settlement, and the parties and their counsel shall not be responsible or liable for any such tax consequences that may occur.

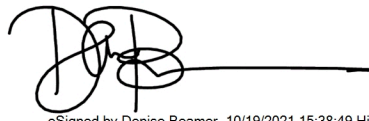
15. **Dismissal of Action.** This action, including all of the individual and class claims included therein, is hereby dismissed on the merits and with prejudice against Plaintiffs and all other Class Members, without fees or costs to any party except as specifically provided in this Final Judgment and Order and incorporated Settlement Agreement.

16. **Amendments to Settlement Agreement.** The Parties may, without further approval from the Court, agree to and adopt such amendments, modifications and expansions of this Settlement Agreement as (i) shall be consistent in all material respects with this Final Judgment and Order and (ii) do not reduce or limit any rights of the Class Members.

17. **Confidentiality of Discovery.** All discovery provided by any Party to the Lawsuit shall be kept confidential, except as specifically agreed by the Parties to support the settlement or as otherwise ordered by the Court.

18. **Continuing Jurisdiction.** Without affecting the finality thereof, the Court reserves continuing and exclusive jurisdiction over all matters relating to the administration, interpretation, implementation, and enforcement of the Settlement Agreement; of this Final Judgment and Order; and of the conduct or the policies and procedures described therein, with respect to all parties thereto and all beneficiaries thereof, including all Class Members.

DONE AND ORDERED in Chambers, in Orlando, Orange County, Florida, this 19<sup>th</sup> day of October, 2021.

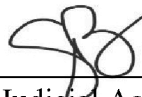


eSigned by Denise Beamer 10/19/2021 15:38:49 Hid95AIs

DENISE KIM BEAMER,  
Circuit Judge

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been forwarded via e-mail on this 19<sup>th</sup> day of October, 2021 to the following: **David A. Shontz, Esquire**, Shutts & Bowen, LLP, P.O. Box 4956, Orlando, Florida 32802-4956 at e-mail: [dshontz@shutts.com](mailto:dshontz@shutts.com); [tmartin@shutts.com](mailto:tmartin@shutts.com) [mfarmer@shutts.com](mailto:mfarmer@shutts.com), **Steven R. Main, Esquire**, Hill, Rugh, Keller & Main, P.L., 390 North Orange Avenue, Suite 1610, Orlando, Florida 32801 at e-mail: [filings@hrkmlaw.com](mailto:filings@hrkmlaw.com), and; **Jake Monk, Esquire**, Shutts & Bowen LLP, 200 South Biscayne Blvd., Suite 4100, Miami, Florida 33131 e-mail: [jmonk@shutts.com](mailto:jmonk@shutts.com).



Judicial Assistant