

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 13-80456-CIV-MARRA/MATTHEWMAN

NORMAN HIRSCH, MATTHEW DWYER,
and RALPH WILLARD, individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

JUPITER GOLF CLUB LLC, a Delaware
LLC d/b/a TRUMP NATIONAL GOLF
CLUB JUPITER and RBF, LLC d/b/a
THE RITZ-CARLTON GOLF CLUB &
SPA JUPITER,

Defendants.

PRELIMINARY APPROVAL ORDER

THIS CAUSE comes before the Court upon Plaintiffs' Unopposed Motion and Supporting Memorandum for Preliminary Approval of Class Action Settlement (the "Motion"). After careful consideration of the Motion and the record, including the Settlement Agreement and Release and its exhibits (the "Settlement Agreement") submitted with the Motion, it is **ORDERED, ADJUDGED AND DECREED** that the Motion is hereby **GRANTED** as follows:

1. **Preliminary Approval of the Proposed Settlement**

1. The Court has jurisdiction over the subject matter of this Action, and over Plaintiffs and Defendant, Jupiter Golf Club LLC, d/b/a Trump National Golf Club Jupiter ("Defendant")(collectively, the "Parties"), and the Settlement Class.¹

Capitalized terms not otherwise defined in this Order have the meanings assigned to them in the Settlement Agreement.

2. The Settlement Agreement, and its terms and conditions, are incorporated by reference into this Order as if fully set forth in this Order.

3. The Court preliminarily approves the proposed Settlement and the Settlement Agreement. The Court finds that: (a) the proposed class action settlement is fair, reasonable and adequate; (b) then proposed Settlement is well within “the range of possible approval”.

4. **Preliminary Certification of the Settlement Class**

5. After four years of litigation, Plaintiffs won a monetary judgment for themselves and the class following a bench trial. The principal sum of the judgment, \$4,849,000, represented 100% of the damages sought by Plaintiffs at trial. In addition, the judgment included \$925,010 of prejudgment interest, totaling \$5,774,010. Defendant appealed the judgment. In addition to the judgment, Plaintiffs were awarded taxable costs, attorney fees, non-taxable costs and incentive awards. Oral argument before the U.S. Court of Appeals in the Eleventh Circuit is presently set in May.

6. The parties have entered into a proposed class Settlement Agreement (“Settlement Agreement”). The terms of the Settlement Agreement require Defendant Jupiter Golf Club LLC dba Trump National Golf Club Jupiter (“Trump National”) to pay \$5,446,278.72 (the “Settlement Fund”). This Settlement provides for a fundamentally fair, reasonable, and adequate resolution that will produce a substantial cash payment for every Class Member. The Settlement satisfies the criteria for preliminary approval.

7. The Settlement Fund will be distributed to Class members on a pro rata basis, following the distribution of attorney fees, costs and incentive awards.

8. This Order shall become null and void and shall be without prejudice to the rights of the Parties, if (a) the proposed Settlement is not finally approved by the Court, or the Final Judgment does not occur, or (b) the Settlement Agreement is terminated in accordance with its terms, either automatically or by a Party. In such event, the Settlement shall be deemed null and void from its inception and the Parties will be restored to their respective positions in the Action prior to this Agreement without any penalty or sanction. Moreover, the terms and provisions of the Settlement Agreement will have no further force and effect with respect to the Parties and will not be used in the Action or in any other proceeding for any purpose; all communications and documents related to the Settlement will be subject to Federal Rule of Evidence 408 and all other applicable settlement, negotiation and mediation privileges.

9. **Notice and Administration**

10. Class Counsel will give notice through First Class U.S. Mail and Website Notice.

11. The Court finds that notice given in the form and manner provided in the Settlement Agreement is the best practicable notice and is reasonably calculated, under the circumstances, to apprise the Class Members: (i) of the pendency and nature of this Action, (ii) the terms of and relief provided by the proposed Settlement; (iv) of the right to appear and object to the proposed Settlement; (v) the time and manner for objecting to the Settlement; and (vii) that all Class Members will release their claims against the Released Parties. The Court further finds that the proposed Notice methods, are reasonable, that they constitute due, adequate and sufficient notice to all persons entitled to be provided with notice, and that they meet the requirements of the Federal Rules of Civil Procedure, the Constitution of the United States (including Due Process), and any other applicable rules or law.

12. The Court hereby approves the form, content and requirements of the Mailed Notice attached as Exhibit B to the Settlement Agreement. Class Counsel shall cause the Mailed Notice to be sent by the Notice Deadline, which is the first business date five (5) days after the entry of the Preliminary Approval Order.

13. Class Counsel shall establish and oversee a dedicated settlement Website (www.MembershipDepositLawsuit.com) containing settlement information and related documents, including: Notice, the Settlement Agreement, and the Preliminary Approval Order. These documents will be available on the Website Notice website no later than the Notice Deadline and remain at least until Final Approval.

14. Class Counsel will maintain a toll-free telephone number concurrent in time with the Settlement Administration period.

15. Class Counsel shall, prior to the Final Approval Hearing, file proof that the Notice was provided in accordance with the terms of the Settlement Agreement and this Order.

16. **Objections**

17. Class Members shall be bound by all determinations and orders pertaining to the proposed Settlement, including the release of all claims to the extent set forth in the Settlement Agreement.

18. Class Members will have an opportunity to object to approval of the Settlement. The deadlines for filing objections are listed in the Notice, as well as on the settlement website.

19. The Notice informs Settlement Class Members that the Final Approval Hearing will be the only opportunity for them to appear and have their objections heard.

20. Any Class Member objecting to the Settlement who does intend on appearing at the Final Approval Hearing shall file with the Court a Notice of Intention to Appear at the Final Approval Hearing within seven (7) days prior to such hearing. Any responses to Objections shall be filed with the Court at least five (5) days in advance of the Final Approval Hearing.

21. Any Class Member who does not provide a written Objection in the manner described in the Notice and this Order shall be deemed to have waived any Objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed settlement, the plan of allocation, collateral attack or otherwise.

22. The Parties may depose any objector and obtain discovery from any objector.

23. **Final Approval Hearing**

24. The Final Approval Hearing pursuant to Federal Rule of Civil Procedure 23(e) is hereby scheduled to be held before the Court at 701 Clematis Street, Courtroom 4, on April 20, 2018 at 9:00 am for the following purposes:

25. (a) to determine whether the Settlement is fair, reasonable and adequate, and should be approved by the Court;

26. (b) to resolve any Objections to the Settlement, if any;

27. (c) to determine whether the judgment as provided under the Settlement Agreement should be entered, including a bar order prohibiting Class Members from further pursuing claims released under the Settlement Agreement and that this Action should be dismissed with prejudice;
28. (d) to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and
29. (e) to consider and rule upon such other matters as the Court may deem appropriate.

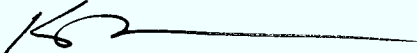
30. Submissions in support of final approval of the proposed Settlement and the Settlement Agreement, shall be filed with the Court no later than seven (7) days prior to the deadline for submitting any Objection to the Settlement. The Final Approval Hearing may be postponed, adjourned, or continued by Court order without further notice to the Class. At or following the Final Approval Hearing, the Court may enter a Final Approval Order and Judgment in accordance with the Settlement Agreement that will adjudicate the rights of the Class Members with respect to the Released Claims being settled.

31. Class Members who are not objecting to the proposed Settlement do not need to appear at the Final Approval Hearing or take any other action to indicate their approval of the proposed Settlement.

32. **Further Matters**

33. The Court retains jurisdiction to consider all further matters arising out of or connected with the proposed Settlement.

34. **DONE and ORDERED** in Chambers at West Palm Beach, Palm Beach County, Florida, this 26th day of February, 2018.



KENNETH A. MARRA
UNITED STATES DISTRICT JUDGE
SOUTHERN DISTRICT OF FLORIDA

cc: All Counsel of Record