

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT  
IN AND FOR LAKE COUNTY, FLORIDA**

**KINGS RIDGE COMMUNITY  
ASSOCIATION, INC., SEYMOUR  
HOLZMAN, MAYNARD L. TIRRELL,  
ROY B. GORDON, WILLIAM CAMPBELL,  
ROBERT A. FOWLER, DONALD L. POLK,  
HOWARD W. RANDALL, DONALD W.  
SANTEE and MARQUETTE L. FLOYD,**

**Plaintiffs,**

vs.

**CASE NO. 05-CA-2718**

**LENNAR LAND PARTNERS, LENNAR  
HOMES, INC., LENNAR LAND PARTNERS  
SUB, INC., LNR LAND PARTNERS SUB  
INC., KINGS RIDGE L.L.C.,  
E. BING HACKER, MORTGAGE ADVISORS,  
INC., J. FRANK SURFACE, JR., JOHN  
DOE DEFENDANTS and UNKNOWN  
CO-CONSPIRATORS,**

**Defendants.**

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**OPINION AND ORDER ON FINAL APPROVAL,  
AND ENTRY OF FINAL JUDGMENT OF DISMISSAL**

THIS CAUSE came before the Court on the parties' Joint Motion for Entry of Order on Final Approval, and For Entry of Final Judgment of Dismissal (the "Joint Motion"). The Court previously reviewed and preliminarily approved the terms of the proposed Settlement of the above-entitled class action under Fla. R. Civ. P. 1.220(e); and has read the Joint Motion, reviewed the file, consulted the relevant authority, considered the testimony and argument presented at a Final Fairness Hearing held on July 30, 2008, and is otherwise fully advised.

IT IS HEREBY ORDERED AND ADJUDGED that:

1. The Settlement Agreement as proposed by the parties and previously preliminarily approved by the Court, together with its exhibits thereto (collectively, the “Settlement Agreement”) satisfies the requirement of Rule 1.220(e) and due process.

2. The Settlement Agreement is determined to be fair, reasonable, adequate, and equitable as a basis for resolving this class action, and consistent with due process. Without repeating all of the terms and conditions of the Settlement Agreement here, the Settlement Agreement generally provides that:

- a. All rights, title, and interest to the Club Facilities and real property upon which the Club Facilities are located, Facility Fee contract rights, and Operating Fee contract rights (collectively “Club Property”) are to be conveyed from Kings Ridge LLC (“KRL”) to Kings Ridge Community Association, Inc. (“Association”) in exchange for and in consideration of \$12,500,000, and subject to the existing liens of record and the rights of Bank of America. Such conveyance excludes the golf pro shops and/or any real estate pertaining thereto, which are not owned by KRL.
- b. The reserves of the Club Facilities, whose current approximate amount is \$250,000 and being held by KRL, will be transferred to the Association at closing.
- c. The Association will borrow the \$12,500,000 from KRL, plus an additional \$625,000 from KRL, the latter of which the Association intends to use to pay for litigation expenses and attorneys’ fees to counsel for Plaintiffs, the reasonableness of which is discussed below. The Association also will borrow from KRL one half of the closing costs required to conclude the sale

and conveyance. KRL and the Association will be splitting equally those closing costs. The total loan will therefore be \$13,125,000 plus the amount of the Association's share of the closing costs. The details of the loan are set forth in the Settlement Agreement.

- d. KRL or its designee will continue to serve as the managers of the Club Facilities for a minimum of 18 months from the date of closing, without an increase in the management fee or certain other fees during that time, and with the operating budget, including the gross amount paid to onsite staff, subject to Association approval. KRL shall have the right to be the manager of the Club Facilities for an additional 24 months unless, by a vote of at least 75% of the Association's board of directors, they are removed as managers.
- e. All parties shall maintain the confidentiality of all negotiations leading up to the execution of the Settlement Agreement. The terms and conditions of the Settlement Agreement and any subsequently executed documents may only be disclosed to club members and the Association board members and those required by law.
- f. All parties, including the Class Members, refrain from any disparaging or critical comments regarding or relating to the other parties.
- g. All parties are releasing all claims, causes of actions, demands, damages, and other customary release items relating to anything that was or could have been raised in the litigation, and with respect to any person or entity that was or could have been named in the litigation. The Notice explains the release to which the parties have agreed in more detail.

h. A Class Member is bound by and agrees to all terms and conditions in the Settlement Agreement.

3. The Court is advised that the class representatives previously appointed by this Court unanimously favored and recommended this Settlement Agreement to the Association. The Court also is advised that, on June 18, 2008, the Board of Directors of the Association “unanimously agreed to” a Resolution which approved the Settlement Agreement and authorized “tak[ing] any further actions reasonably necessary to implement the Settlement Agreement including without limitation, borrowing money, mortgaging association property and purchasing real property.”

4. The Court makes no findings as to the merits of Plaintiffs’ claims or Defendants’ defenses. However, in determining the Settlement Agreement to be fair, reasonable, adequate, and equitable as a basis for resolving this class action, and consistent with due process, the Court recognizes that the class would have faced various difficulties in establishing the elements of their causes of action and overcoming the Defendants’ defenses, and that, even if common issues were resolved in favor of the class, there may well have remained some issues requiring proof (including possibly expert proof) that potentially would have set off a protracted round of individual discovery and trials before a final judgment could have been entered.

5. The Court has confirmed that the Notice of Settlement has been provided to Class Members in a form, content, timing and manner as was previously preliminarily approved. As such, the Court finds the Notice to have been fair, adequate, reasonable and consistent with due process.

6. The Court has considered the provisions of the Settlement Agreement and Notice relating to the payment of litigation expenses and attorneys’ fees to plaintiffs’ counsel Fassett,

Anthony & Taylor, P.A. (who the Court previously appointed as class counsel in this case), and approves the same with respect to both the amount of payment and the payment being made by the Association. In considering the amount of fees, the Court has considered and finds that plaintiffs' counsel devoted a substantial amount of time and labor to this case, including the substantial discovery and briefing that was undertaken, preparation for and argument at hearings (including a lengthy hearing on class certification), and work with expert witnesses. In addition, many of the issues involved have been difficult (both as a factual and legal matter) and, in some instances, unique; and plaintiffs' counsel has exhibited a high degree of skill in dealing with these issues. It was clear from the work of plaintiffs' counsel that they brought considerable experience and ability to the matter. In short, this was not an easy case, and required plaintiffs' counsel to undertake significant discovery, the results of which could not be pre-ordained. Further, plaintiffs' counsel undertook this representation on a part contingency fee arrangement, and with the fixed fee portion having been exhausted early in the case, any reward for their significant and necessary additional time and efforts was at risk. Moreover, their taking on of this matter under such an arrangement necessarily precluded them from taking on other work that might not have involved such risk.

7. The Court is advised that no Class Member has objected to the Settlement Agreement.

8. For all of the foregoing reasons, the Court finds the Settlement Agreement to be fair, reasonable, adequate, and equitable as a basis for resolving this class action, and consistent with due process, and therefore grants final approval to the Settlement Agreement.

9. A Final Judgment is hereby entered in favor of all Defendants, binding all Class Members to the terms of the Settlement Agreement (including the release set forth in paragraph

14 thereof and explained in more detail in paragraph 7 of the Notice), and dismissing with prejudice all claims brought against any Defendant in this case by such Class Members, including all class representatives and the Association, provided however, that the Court reserves jurisdiction to reopen the case solely for the purpose of enforcing the Settlement Agreement if either party should request such enforcement.

DONE AND ORDERED in Chambers this 30th day of July, 2008.

/s/ Don F. Briggs  
Don F. Briggs  
Circuit Judge

cc. All counsel of record