

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

COMPLEX BUSINESS LITIGATION
DIVISION

In re:

CRYSTAL CRUISES, LLC, a California
limited liability company,

Case No. 2022-002742-CA-01
Lead Case

CRYSTAL HOLDINGS U.S., LLC, a
Delaware limited liability company,

Case No. 2022-002757-CA-01

CRYSTAL AIRCRUISES, LLC, a Florida
limited liability company, and

Case No. 2022-002758-CA-01

Assignors,
To:

(Jointly Administered Cases)

MARK C. HEALY,

Assignee.

**ASSIGNEE'S MOTION (I) TO APPROVE SETTLEMENT WITH FORMER OFFICERS
AND DIRECTORS; AND (II) FOR PAYMENT OF CONTINGENCY FEE
TO BAST AMRON LLP FROM SETTLEMENT PAYMENT**

**NOTICE OF OPPORTUNITY TO OBJECT AND REQUEST A HEARING
TO CREDITORS AND OTHER INTERESTED PARTIES:**

PLEASE TAKE NOTICE that, pursuant to Fla. Stat. § 727.111(4), the Assignee is seeking (i) approval of the settlement detailed herein with former officers and directors; and (ii) authority to pay the contingency fee of Bast Amron LLP from settlement proceeds. The Court may consider these actions without further notice or hearing unless a party in interest files an objection within 21 days from the date this paper is served. If you object to the relief requested in this paper, you must file your objection with the Miami-Dade County Clerk of the Court at 73 W. Flagler Street, Room 133, Miami, FL 33130, and serve a copy on the Assignee's counsel, Brett M. Amron, Esquire, and Dain de Souza, Esquire, Bast Amron LLP, One Southeast Third Avenue, Suite 2410, Miami, FL 33131, and any other appropriate person.

If you file and serve an objection within the time permitted, the Court shall schedule a hearing and notify you of the scheduled hearing.

If you do not file an objection within the time permitted, the Assignee and the Court will presume that you do not oppose the granting of the relief requested in the paper.

**Assignee: /s/ Mark C. Healy
Attorneys for Assignee: Brett M. Amron, Esq., and Dain de Souza, Esq.
Address: Bast Amron LLP
One Southeast Third Avenue, Suite 2410
Miami, FL 33131**

Mark C. Healy (the “Assignee”), solely in his capacity as the Assignee for the benefit of creditors of Crystal Cruises, LLC (“Crystal Cruises”), Crystal Holdings U.S., LLC (“Crystal Holdings”), and Crystal AirCruises, LLC (“Crystal AirCruises”) (collectively, the “Assignors”), by and through his undersigned counsel and in accordance with Florida Statutes §§ 727.102, 727.108(10), 727.109(1), (4), (7), (10), and (15), 727.111(4), 727.114, and the Court’s *Order Granting Assignee’s Motion for Entry of an Order: (1) Approving Noticing Procedures, (2) Approving Proof of Claim Forms; and (3) Extending Deadline to Serve Notice of Assignment* (the “Notice Procedures Order”) entered on March 3, 2022, files this *Motion (I) to Approve Settlement with Former Officers and Directors; and (II) For Payment of Contingency Fee to Bast Amron LLP from Settlement Payment* (the “Motion”). In support of the Motion, the Assignee states:

Summary of Requested Relief

By this Motion, the Assignee moves for the following: (a) approval by this Court of a settlement between (i) the Assignee (solely in his capacity as Assignee for the benefit of creditors of the Assignors); and (ii) certain former directors and officers (the “Ds&Os” and together with the Assignee, the “Settling Parties”) insured under the Policies (defined herein) on the terms and conditions set forth in the *Settlement Agreement and Release* (the “Agreement”),¹ a true and correct executed copy of which is attached hereto at **Exhibit 1** and incorporated by reference; (b)

¹ Terms capitalized but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

authorization for the Assignee to pay Bast Amron LLP's contingency fee from the \$15,500,000 settlement payment to be received thereunder (the "Settlement Payment"); and (c) entry by this Court of an order approving this Motion in the form attached hereto at **Exhibit 2** (the "Order" or "Settlement Approval Order").

Background Facts

1. On February 10, 2022, each of the Assignors executed and delivered, and the Assignee accepted, irrevocable Assignments for the benefit of creditors to the Assignee (collectively, the "Assignments").

2. On February 11, 2022, a *Petition Commencing Assignment for the Benefit of Creditors* was filed by the Assignee for each of the Assignors, thereby commencing the following assignment for the benefit of creditors cases pursuant to Section 727 of the Florida Statutes, in this Court: *In re Crystal Cruises LLC*, Case No. 2022-002742-CA-01 (the "Crystal Cruises Case" or "Lead Case"); *In re Crystal Holdings U.S., LLC*, Case No. 2022-002757-CA-01 (the "Crystal Holdings Case"); and *In re Crystal AirCruises LLC*, Case No. 2022-002758-CA-01 (the "Crystal AirCruises Case", and together with the Crystal Cruises Case and the Crystal Holdings Case, the "Assignment Cases").

3. Prior to the Assignments, the Assignors were engaged in the travel and entertainment business, including operating ocean, river, and expedition cruises and conducting related activities around the world.

4. Pursuant to his statutory duties, the Assignee is authorized to investigate, pursue, and prosecute, based on the sound exercise of his business judgment, recovery opportunities for the benefit of the Assignors' estates. On April 23, 2022, this Court entered an order authorizing the Assignee to retain Bast Amron LLP ("Bast Amron") as special litigation counsel to investigate and, if appropriate, pursue litigation claims against former directors and officers of the Assignors.

5. The Assignee and his professionals extensively investigated such claims, which included a review of the Assignors' business and financial records, and determined to pursue certain claims. In connection, the Assignee identified potential causes of actions against the Ds&Os arising out of and related to their roles as managers, officers, and/or directors of the Assignors.

6. Based on Bast Amron's investigation, on or about September 9, 2022, the Assignee timely served a written notice and demand (the "Notice of Claim") under the following insurance policies: (i) policy number SLD0000393GC (the "Primary Policy"), with Zurich Insurance Company Ltd (the "Primary Insurer"); (ii) policy number STO20210110012 (the "First Excess Policy"), with Hawkes Bay Casualty Limited for and on behalf of Antares Syndicate 1274 at Lloyd's ("Antares"), and Pegasus Underwriting Limited for and on behalf of Beazley Syndicates 623/2623 at Lloyd's ("Beazley") (collectively, the "First Excess Insurers"); (iii) policy number DOL0005108/000002 (the "Second Excess Policy"), with AIG Insurance Hong Kong Limited, MS First Capital Insurance Limited, Liberty Specialty Markets, China United Property Insurance Company, Zking Property & Casualty Insurance Co., Ltd, Alltrust Insurance Co., LTD. Shanghai Branch, China Pacific Property Insurance Co., Ltd. Wenzhou Branch, Yong An Insurance Company Limited Shanghai Branch, and China Continent Property & Casualty Insurance Co., Ltd. Business Department (collectively, the "Second Excess Insurers"); (iv) policy number 1-P0010293-DOL (the "Third Excess Policy" and, together with the Primary Policy, First Excess Policy, and Second Excess Policy, the "Policies"), with QBE Hongkong & Shanghai Insurance Ltd., Starr International Insurance (Asia) Limited, Liberty Specialty Markets, Assicurazioni Generali S.p.A. Hong Kong Branch, Allianz Global Corporate & Specialty SE, and Berkshire

Hathaway Specialty Insurance Company (collectively, the “Third Excess Insurers” and, together with the Primary Insurers, First Excess Insurers, and Second Excess Insurers, the “D&O Insurers”).

7. The Assignee further supplemented the Notice of Claim and engaged in an extensive exchange of pre-suit discovery with the parties.

8. The Ds&Os denied that they engaged in conduct that would give rise to a meritorious claim by the Assignee, and expressed an intention to defend against any such claims if brought in any form. The D&O Insurers also denied liability, including any claims, rights, or title to coverage, claims, or proceeds for the Assignee’s claims.

9. With all of the above as background, the parties engaged in multi-day, pre-suit mediation with Samuel J. Salario, Jr., Esq., as mediator, and engaged in extended good faith settlement discussions concerning the potential claims identified by the Assignee in the Notice of Claim and the terms and conditions of a settlement and compromise (the “Settlement”).

10. As a result of the mediation and the parties’ extended good faith settlement discussions, the parties agreed upon the terms and conditions of the Settlement. Following the mediation, the parties negotiated a term sheet and ultimately agreed (subject to this Court’s approval) to resolve the Notice of Claim and potential claims identified by the Assignee on the terms set forth in the Agreement.

The Settlement

11. To avoid the cost and uncertainty of litigation, the Assignee and Ds&Os have negotiated a Settlement with respect to the disputes between them and have entered into the Agreement, attached hereto as **Exhibit 1**, subject to this Court’s approval.

12. Significant provisions of the Agreement include the following:²
- a. **Settlement Payment.** The Ds&Os shall cause the Primary Insurer and First Excess Insurers to pay the aggregate sum of \$15,500,000.00 USD to the Assignee (the “Settlement Payment”) within 30 days of the later of: (i) the date the Settlement Approval Order becomes a Final Order; and (ii) the date the Assignee or his counsel provides the Named Ds&Os or their counsel with instructions for payment, together with a completed IRS form W-9. The Settlement Payment shall be made in United States dollars by wire transfer in accordance with the instructions for payment to be provided by the Assignee or his counsel.
 - b. The Settlement Agreement includes mutual general releases as follows:
 - i. **Release by the Assignee.** Upon the receipt of the Settlement Payment by the Assignee and any bank clearance in connection therewith (the “Effective Date”), and in exchange for the Settlement consideration, the Assignee, solely in his capacity as Assignee for the benefit of creditors of the Assignors, shall release, remise, and forever discharge the Ds&Os, jointly and severally, individually and collectively, together with each of their heirs, spouses, attorneys, agents, professionals, and all trusts for which the Named Ds&Os are settlors, trustees or beneficiaries (collectively, the “D&O Released Parties”), of and from any and all actions, causes of action, claims, counterclaims, derivative claims, demands, liabilities, and obligations of any kind or manner whatsoever, and howsoever arising, whether at law, in equity, or otherwise, that the Assignee, solely in his capacity as Assignee for the benefit of creditors of the Assignors, owns, has, or holds, or may in the future own, have, or hold, in any way whatsoever against the D&O Released Parties, from the beginning of the world through the date that the Settlement Approval Order becomes a Final Order, including, but not limited to, any such claims arising out of or related to (i) the matters asserted in the Notice of Claim or related thereto, and any other potential claims, whether asserted or not, (ii) the fact that the Ds&Os are or were officers, directors, managers, members, agents, or employees of the Assignors, (iii) the Assignors’ estates, or (iv) the Assignment Cases; provided, however, that the releases shall not release (i) the Ds&Os from any of their respective obligations under this Agreement; or (ii) any objections or defenses of the Assignee, the Assignors, or the Assignors’ estates relating to any Wage Claims (as defined below).
 - ii. **Release by the Ds&Os.** Upon the Effective Date, and in exchange for the Settlement consideration, each of the Ds&Os shall release, remise, and forever discharge the Assignee, the Assignors, and the Assignors’ estates, jointly and severally, individually and collectively, together with each of

² The following is only a summary of certain significant provisions of the Agreement. The terms of the Settlement Agreement shall control, and creditors and parties-in-interest are urged to review the Settlement Agreement for its complete terms.

their attorneys, agents, and professionals and any heirs and spouses (collectively, the “Assignee Released Parties”), of and from any and all actions, causes of action, claims, counterclaims, derivative claims, demands, liabilities, and obligations of any kind or manner whatsoever, and howsoever arising, whether at law, in equity, or otherwise, that the Ds&Os own, have, or hold, or may in the future own, have, or hold, in any way whatsoever against the Assignee Released Parties, from the beginning of the world through the date that the Settlement Approval Order becomes a Final Order, including, but not limited to, any such claims arising out of or related to (i) the matters asserted in the Notice of Claim or related thereto, and any other potential claims, whether asserted or not, (ii) the fact that Ds&Os are or were officers, directors, managers, members, agents, or employees of the Assignors, (iii) the Assignors’ estates, or (iv) the Assignment Cases; provided, however, that the releases shall not release (i) the Assignors, the Assignors’ estates, or the Assignee, in his capacity as Assignee for the benefit of creditors of the Assignors, from any of their respective obligations under this Agreement; or (ii) the Assignors’ estates or the Assignee, in his capacity as Assignee for the benefit of creditors of the Assignors, from the wage claims filed in the Assignment Cases by Du Wayne “Jack” Anderson, Richard Ziskind, Lisa Wilson, Ricardo Celorio, and Jessica Hoppe (the “Wage Claims”).

- c. **Policy Release by Assignee.** Upon the Effective Date, and in exchange for the Settlement consideration, the Assignee, solely in his capacity as Assignee for the benefit of creditors of the Assignors and on behalf of the Assignors’ estates, shall release, remise, and forever discharge the D&O Insurers from any claims, rights, or title to any coverage, claims, or proceeds which the Assignee (solely in his capacity as Assignee for the benefit of creditors of the Assignors) claims to have (but which the D&O Insurers maintain the Assignee does not have) under the Policies. For the avoidance of doubt, nothing herein shall be in any way construed as acceptance by the D&O Insurers, either express or implied, that the Assignee has any claims, rights, or title to any coverage, claims, or proceeds under the Policies, which claims, rights, or title (including as to the existence thereof) are fully denied by the D&O Insurers.
- d. **Cooperation.** The Parties agree to cooperate with each other to the extent necessary and commercially reasonable, and use their collective best efforts, to enable the Assignee to obtain entry of the Settlement Approval Order and to cause the Settlement Approval Order to become a Final Order. The Parties also agree to promptly execute and deliver such further documents and take such other actions as may be reasonably necessary to carry out the purpose and intent of this Agreement.
- e. **No Admissions.** The Agreement is entered into for settlement and compromise of disputed claims and shall not be treated as an admission by any Party of any liability or wrongdoing whatsoever or as an admission by any Party of any violation of the

rights of any other party or person, or the violation of any law, statute, regulation, duty, or contract whatsoever. By entering into the Agreement, the Parties do so solely to avoid the inconvenience, expense, and uncertainty of further proceedings and expressly disclaim any liability to any other party or person.

13. The proposed form of an order approving the Agreement is attached hereto as

Exhibit 2.

**Approval of the Agreement
and the Applicable Legal Standard**

14. Pursuant to section 727.109(7) of the Florida Statutes, this Court has the power to

[u]pon notice as provided under s. 727.111 to all creditors and consensual lienholders, hear and determine a motion brought by the assignee for approval of . . . or the compromise or settlement of a controversy, and enter an order granting such motion notwithstanding the lack of objection if the assignee reasonably believes that such order is necessary to proceed with the action contemplated by the motion.

In addition, the Court has the power to “[a]llow or disallow claims against the estate and determine their priority,” and is authorized to “[e]xercise any other powers that are necessary to enforce or carry out the provisions of this chapter.” Fla. Stat. § 727.109(4) and (15).

15. As set forth above, the entry of an Order approving the Agreement is a material term and condition precedent to the effectiveness of the parties’ Agreement.

16. In his business judgment, the Assignee asserts that the Agreement is in the best interests of the estates and creditors, as it provides the foundation for significant distributions to creditors, and avoids extensive costs associated with protracted and complex discovery and litigation. The Assignee further asserts that the Settlement is fair and reasonable, and submits that the Court should approve the Agreement.

17. In this respect, the Settlement also satisfies analogous bankruptcy principles relating to the approval of settlements. *Moecker v. Antoine*, 845 So. 2d 904, 911 n. 10 (Fla. 1st

DCA 2003). (“State courts often look to federal bankruptcy law for guidance as to legal issues arising in proceedings involving assignments for the benefit of creditors.”)

18. It is generally recognized that the law favors compromise of disputes over litigation. *In re Bicoastal Corp.*, 164 B.R. 1009, 1016 (Bankr. M.D. Fla. 1993). In *In re Justice Oaks II, Ltd.*, 898 F.2d 1544, 1549 (11th Cir. 1990), the court enunciated certain factors considered in determining whether to approve a compromise. These factors include the following: (a) the probability of success in the litigation; (b) the difficulties, if any, to be encountered in the matter of collection; (c) the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it; and (d) the paramount interest of the creditors and a proper deference to their reasonable views in the premises. *Id.*

19. The Settlement, here, satisfies all the above *Justice Oaks* factors. With respect to the first factor, for instance, while the Assignee asserts that he would prevail in any action, there is always risk in litigation. Were the Ds&Os or the D&O Insurers to prevail, the amount received could be significantly less than the Settlement Amount. In this respect, although contested by the Assignee, potential defenses raised by the Ds&Os include that the Assignee’s potential claims in this case would have been intertwined with the failure of the Assignors during an unprecedented global pandemic. According to the Ds&Os, the COVID-19 pandemic caused severe economic downturns worldwide – particularly in the cruise and travel industry – and the timing of the Assignors insolvency fell squarely within that economic downturn. As for the second and third factors, litigation between the Assignee, on the one hand, and the Ds&Os and their D&O Insurers, on the other, would likely be expensive and time-consuming. Any such litigation would potentially involve parties in a number of different states, countries, and continents across the globe, and it is uncertain how long such litigation would take. Moreover, defense costs may deplete the Policies

and, in turn, result in precious estate resources being redirected towards unnecessary discovery, motion practice, and trial. Finally, the Settlement provides the foundation for substantial recoveries and is in the best interest of creditors as detailed herein—replacing the specter of litigation with substantial funds more readily available for distribution to creditors.

20. For the reasons set forth herein, the Assignee recommends approval of the Agreement. It is fair and reasonable, falls within the reasonable range of possible litigation outcomes, and is in the best interest of the Assignment estates and creditors.

**Approval of Payment of Contingency Fee to
Bast Amron from Settlement Payment**

21. On April 23, 2022, this Court entered the *Order Approving Assignee’s Employment of Special Litigation Counsel and Contingency Fee Compensation Arrangement to Investigate and Pursue Litigation Claims* (the “BA Employment Order”).

22. The BA Employment Order provides in pertinent part that Bast Amron shall be compensated on a contingency basis, as more fully set forth in the Engagement Letter, which provides that Bast Amron shall be compensated as follows:

- a. 30% contingency fee on gross proceeds.³
- b. Reimbursement or payment of all reasonable internal and external expenses of litigation incurred or paid by Bast Amron.

23. If the Agreement is approved by this Court, Bast Amron is entitled to receive \$4,650,000, or 30% from the \$15,500,000 Settlement Payment for its contingency fee. Additionally, Bast Amron has unpaid expenses to date of \$16,351.27 related to the investigation and prosecution of the potential claims.

³ The gross proceeds amount refers to the gross amount of any recovery (before deducting any expenses or disbursements).

Other Related Relief

A. Notice

24. The Assignee will serve this Motion on all appropriate parties and will file a separate certificate of service identifying the specific parties served with this Motion and the Notice of Hearing when issued. The Assignee requests that the Court make a determination that all necessary parties have received the requisite notice.

B. Authority to Execute Necessary Documents

25. Assuming that the Agreement is approved, the Assignee seeks authority to: (a) take such actions; and (b) execute such documents, as he deems reasonable, necessary and/or desirable to effectuate the Agreement.

C. Retention of Jurisdiction

26. Finally, assuming that the Agreement is approved, the Assignee requests that the Court retain sole and exclusive personal and subject matter jurisdiction to: (a) interpret, implement and enforce (i) the terms and conditions of the Agreement, the Motion and the Settlement Approval Order, and (ii) all related matters; and (b) adjudicate any and all disputes of any type arising from or related to (i) the Agreement, this Motion and the Settlement Approval Order, and (ii) all related matters.

[Remainder of page intentionally blank.]

WHEREFORE, Mark C. Healy as Assignee of Crystal Cruises, Crystal Holdings, and Crystal AirCruises respectfully requests this Honorable Court enter an Order in the form attached hereto as **Exhibit 2**, (i) granting the instant Motion; (ii) approving the Agreement in its entirety; (iii) approving payment of Bast Amron's contingency fee and expenses from the Settlement Payment; and (iv) granting such other and further relief as this Court deems just and proper.

Dated: September 1, 2023

BAST AMRON LLP
Special Counsel for the Plaintiff
One Southeast Third Ave., Suite 2410
Miami, Florida 33131
Telephone: 305.379.7904
Email: bamron@bastamron.com
Email: ddeSouza@bastamron.com

By: /s/ Brett M. Amron
Brett M. Amron (FBN 148342)
Dain A. de Souza (FBN 93708)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY a true and correct copy of the foregoing was served via the Florida Court's e-Filing Portal on September 1, 2023 to all parties that have entered an appearance in this case; on counsel for the Assignors, Adam Losey, Esq., Losey PLLC, 1420 Edgewater Drive, Orlando, FL 32804, via email to alosey@losey.law; via email to cbl44@jud11.flcourts.org pursuant to CBL Rule 2.2; and via e-mail to all creditors and interested parties on the e-mail service list pursuant to the Notice Procedures Order.

By: /s/ Brett M. Amron
Brett M. Amron, Esq.

EXHIBIT 1

(Settlement Agreement and Release)

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into this 30th day of August, 2023, by and among: (i) Mark C. Healy, solely in his role as assignee (“Assignee”) for the benefit of creditors of Crystal Cruises, LLC (“Crystal Cruises” or “CCLLC”), Crystal Holdings U.S., LLC (“Crystal Holdings”), and Crystal AirCruises, LLC (“Crystal AirCruises” and, together with Crystal Cruises and Crystal Holdings, the “Assignors” or “Crystal”); and (ii) Tan Sri Lim Kok Thay (a/k/a Lim Kok Thay) (“Tan Sri Lim”), Colin Au Fook Yew (a/k/a Fook Yew Au or Colin Au) (“Au”), Tom Wolber (a/k/a Thomas Wolber) (“Wolber”), Du Wayne “Jack” Anderson (a/k/a Jack Anderson or Jack Du Wayne Anderson) (“Anderson”), Edie Rodriguez (“Rodriguez”), Jessica Hoppe (“Hoppe”), Lyall Duncan (“Duncan”), Ricardo Celorio (“Celorio”), Lourdes Pineda (“Pineda”), Kevin Jones (“Jones”), Donald Mason (“Mason”), Lisa Wilson (“Wilson”), Bochan Bo Heng (a/k/a Bochen Heng) (“Heng”), Richard Ziskind (“Ziskind”), Chris Kam Hing Chan (a/k/a Chan Kam Hing Chris) (“Chan”), Joyce Tan Wei Tze (“Tze”), Blondel King Tak So (“Tak So”), Thomas Mazloun (“Mazloun”), Mona Yuen Ching Lai (a/k/a Mona Lai Yuen Ching) (“Lai” and, together with Tan Sri Lim, Au, Wolber, Anderson, Rodriguez, Hoppe, Duncan, Celorio, Pineda, Jones, Mason, Wilson, Heng, Ziskind, Chan, Tze, Tak So, and Mazloun, the “Named Ds&Os”). The Named Ds&Os and any other natural person insured under the Policies (defined herein) are collectively referred to in this Agreement as the “Ds&Os”. The Assignee (solely in his capacity as Assignee for the benefit of creditors of the Assignors) and the Ds&Os are collectively referred to in this Agreement as the “Parties”, and each a “Party”.

Recitals

WHEREAS, on February 10, 2022 (the “Assignment Date”), the Assignors executed and delivered, and the Assignee accepted, irrevocable assignments for the benefit of creditors to the Assignee (collectively, the “Assignments”). On February 11, 2022 (the “Petition Date”), a *Petition Commencing Assignment for the Benefit of Creditors* was filed by the Assignee for each of the Assignors, thereby commencing the following assignment for the benefit of creditors cases (collectively, the “Assignment Cases”), pursuant to Section 727 of the Florida Statutes, in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (the “Court”): (i) *In re Crystal Cruises, LLC*, Case No. 2022-002742-CA-01; (ii) *In re Crystal Holdings U.S., LLC*, Case No. 2022-002757-CA-01; and (iii) *In re Crystal AirCruises, LLC*, Case No. 2022-002758-CA-01;

WHEREAS, prior to execution of the Assignments, the Assignors were engaged in the travel and entertainment business, including operating ocean, river, and expedition cruises and conducting related activities around the world;

WHEREAS, pursuant to his statutory duties, the Assignee is authorized to investigate, pursue, and prosecute, based on the sound exercise of his business judgment, recovery opportunities for the benefit of the Assignors’ estates;

WHEREAS, on April 23, 2022, the Court entered the *Order Approving Employment Of Bast Amron LLP As Special Counsel To Assignee, Mark C. Healy, Effective As Of March 24, 2022, And Authorizing Assignee To Execute Engagement Letter*, which, among other things, authorized the retention of special litigation counsel, Bast Amron LLP, to investigate and, if appropriate, pursue litigation claims against former directors and officers;

WHEREAS, the Assignee and his professionals investigated such claims, which included a review of the Assignors' records, and determined to pursue certain claims;

WHEREAS, the Assignee identified potential causes of actions against the Ds&Os arising out of and related to their roles as members, managers, officers, and/or directors of the Assignors, which claims were set forth in a notice of claim/demand for payment dated September 9, 2022 (the "Notice of Claim") for the full limits of the following insurance policies: (i) policy number SLD0000393GC (the "Primary Policy"), with Zurich Insurance Company Ltd (the "Primary Insurer"); (ii) policy number STO20210110012 (the "First Excess Policy"), with Hawkes Bay Casualty Limited for and on behalf of Antares Syndicate 1274 at Lloyd's ("Antares"), and Pegasus Underwriting Limited writing for and on behalf of Beazley Syndicates 623/2623 at Lloyd's ("Beazley") (collectively, the "First Excess Insurers"); (iii) policy number DOL0005108/000002 (the "Second Excess Policy"), with AIG Insurance Hong Kong Limited, MS First Capital Insurance Limited, Liberty Specialty Markets, China United Property Insurance Company, Zking Property & Casualty Insurance Co., Ltd, Alltrust Insurance Co., LTD. Shanghai Branch, China Pacific Property Insurance Co., Ltd. Wenzhou Branch, Yong An Insurance Company Limited Shanghai Branch, and China Continent Property & Casualty Insurance Co., Ltd. Business Department (collectively, the "Second Excess Insurers"); (iv) policy number 1-P0010293-DOL (the "Third Excess Policy" and, together with the Primary Policy, First Excess Policy, and Second Excess Policy, the "Policies"), with QBE Hongkong & Shanghai Insurance Ltd., Starr International Insurance (Asia) Limited, Liberty Specialty Markets, Assicurazioni Generali S.p.A. Hong Kong Branch, Allianz Global Corporate & Specialty SE, and Berkshire Hathaway Specialty Insurance Company (collectively, the "Third Excess Insurers" and, together with the Primary Insurer, First Excess Insurers, and Second Excess Insurers, the "D&O Insurers");

WHEREAS, the Assignee supplemented the Notice of Claim and engaged in an extensive and voluntary exchange of pre-suit discovery;

WHEREAS, on June 20–21, 2023, the Assignee, the Named Ds&Os, the Primary Insurer and First Excess Insurers participated in mediation with Samuel Salario, Jr.;

WHEREAS, the Assignee, the Named Ds&Os, the Primary Insurer and First Excess Insurers engaged in extended good faith settlement discussions concerning the potential claims identified by the Assignee in the Notice of Claim, pursuant to which the Parties agreed upon the terms and conditions of a settlement and compromise (the “Settlement”) to resolve such claims, including negotiating a term sheet related thereto (the “Term Sheet”), which Term Sheet will be superseded on the Effective Date (defined herein) by this Agreement;

WHEREAS, the Ds&Os and the D&O Insurers deny any and all liability in connection with the Notice of Claim and dispute that they are liable in any form to the Assignee in his capacity as Assignee for the benefit of creditors of the Assignors, or to any other party;

WHEREAS, the Parties wish to set forth the terms of their settlement in this Agreement.

NOW, THEREFORE, in consideration of the mutual obligations contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Adoption of Recitals. The Parties hereto adopt the above recitals as being true and correct, and they are incorporated herein as material parts of this Agreement.
2. Settlement Motion. Within fifteen (15) business days after the execution of this Agreement, the Assignee will file a motion (the “Approval Motion”) with the Court seeking approval of this Agreement pursuant to Florida Statutes § 727.109(7).

3. Court Approval. This Agreement is subject to the approval of the Court in the Assignment Cases after such notice to creditors as may be required and shall not become effective until (i) the Court renders an order approving the Agreement (the “Settlement Approval Order”) and (ii) the Settlement Approval Order becomes a Final Order (as defined below). If the Court declines to approve the Agreement, the Agreement (except for the tolling agreement in Section 5 of this Agreement) shall terminate and, except with respect to the tolling agreement in Section 5 of this Agreement (which shall survive any termination of the Settlement or this Agreement), the Parties shall be restored to their positions as of the date of this Agreement and as though this Agreement had never been executed. For purposes of this Agreement, a “Final Order” means an order or judgment of the Court that is final and non-appealable because: (a) the time for appeal or petition for review or rehearing has expired and no appeal or petition for rehearing or review has been timely filed; or (b) the order is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which an appeal, petition for rehearing, review or certiorari could have been taken has finally expired.

4. Settlement Payment. For and in consideration of each of the terms set forth herein, and subject to Section 3 herein, the Ds&Os shall cause the Primary Insurer and First Excess Insurers to pay the aggregate sum of fifteen million five hundred thousand United States dollars (\$15,500,000.00 USD) to the Assignee (the “Settlement Payment”) within thirty (30) days of the later of: (i) the date the Settlement Approval Order becomes a Final Order; and (ii) the date the Assignee or his counsel provides the Named Ds&Os or their counsel with instructions for payment, together with a completed IRS form W-9. The Settlement Payment shall be made in United States dollars by wire transfer in accordance with the instructions for payment to be provided by the Assignee or his counsel.

5. Tolling Agreement. The Assignee and the Ds&Os are parties to a Tolling Agreement effective December 30, 2022 that, as amended, has been extended pursuant to the Term Sheet among the Parties (as may have been amended and extended, the “Tolling Agreement”). By virtue of this Agreement, and without need for additional documentation, the Tolling Agreement shall be deemed extended consistent with the terms of the Tolling Agreement previously entered (which Tolling Agreement is incorporated herein), and the statute of limitations and any other defense related to the passage of time shall be deemed to be tolled, until the earlier of (i) the Effective Date (upon the Settlement Approval Order becoming a Final Order) or (ii) sixty (60) days after the Agreement is terminated, either because the Court declines to approve the Agreement or the Settlement Approval Order is subsequently reversed on appeal, or in accordance with the terms of the Agreement. For avoidance of doubt, the provisions of this Section 5 and the Tolling Agreement shall survive termination, if any, of the Settlement or this Agreement.

6. Mutual Release, Acknowledgment and Section 1542 Waiver.

a. Release by the Assignee. Upon the receipt of the Settlement Payment by the Assignee and any bank clearance in connection therewith (the “Effective Date”), and in exchange for the Settlement consideration, the Assignee, solely in his capacity as Assignee for the benefit of creditors of the Assignors, shall release, remise, and forever discharge the Ds&Os, jointly and severally, individually and collectively, together with each of their heirs, spouses, attorneys, agents, professionals, and all trusts for which the Named Ds&Os are settlors, trustees or beneficiaries (collectively, the “D&O Released Parties”), of and from any and all actions, causes of action, claims, counterclaims, derivative claims, demands, liabilities, and obligations of any kind or manner whatsoever, and howsoever arising, whether at law, in equity, or otherwise,

that the Assignee, solely in his capacity as Assignee for the benefit of creditors of the Assignors, owns, has, or holds, or may in the future own, have, or hold, in any way whatsoever against the D&O Released Parties, from the beginning of the world through the date that the Settlement Approval Order becomes a Final Order, including, but not limited to, any such claims arising out of or related to (i) the matters asserted in the Notice of Claim or related thereto, and any other potential claims, whether asserted or not, (ii) the fact that the Ds&Os are or were officers, directors, managers, members, agents, or employees of the Assignors, (iii) the Assignors' estates, or (iv) the Assignment Cases; provided, however, that the releases shall not release (i) the Ds&Os from any of their respective obligations under this Agreement; or (ii) any objections or defenses of the Assignee, the Assignors, or the Assignors' estates relating to any Wage Claims (as defined below).

b. Release by the Ds&Os. Upon the Effective Date, and in exchange for the Settlement consideration, each of the Ds&Os shall release, remise, and forever discharge the Assignee, the Assignors, and the Assignors' estates, jointly and severally, individually and collectively, together with each of their attorneys, agents, and professionals and any heirs and spouses (collectively, the "Assignee Released Parties"), of and from any and all actions, causes of action, claims, counterclaims, derivative claims, demands, liabilities, and obligations of any kind or manner whatsoever, and howsoever arising, whether at law, in equity, or otherwise, that the Ds&Os own, have, or hold, or may in the future own, have, or hold, in any way whatsoever against the Assignee Released Parties, from the beginning of the world through the date that the Settlement Approval Order becomes a Final Order, including, but not limited to, any such claims arising out of or related to (i) the matters asserted in the Notice of Claim or related thereto, and any other potential claims, whether asserted or not, (ii) the fact that Ds&Os are or were officers,

directors, managers, members, agents, or employees of the Assignors, (iii) the Assignors' estates, or (iv) the Assignment Cases; provided, however, that the releases shall not release (i) the Assignors, the Assignors' estates, or the Assignee, in his capacity as Assignee for the benefit of creditors of the Assignors, from any of their respective obligations under this Agreement; or (ii) the Assignors' estates or the Assignee, in his capacity as Assignee for the benefit of creditors of the Assignors, from the wage claims filed in the Assignment Cases by Du Wayne "Jack" Anderson, Richard Ziskind, Lisa Wilson, Ricardo Celorio, and Jessica Hoppe (the "Wage Claims").¹

c. Acknowledgment and Section 1542 Waiver. By signing this Agreement, each Party acknowledges and agrees that such Party understands the meaning of this Agreement and that such Party is freely and voluntarily entering into this Agreement and the releases contained in Section 6 herein. Each such Party agrees that no fact, evidence, event, or transaction, whether known or unknown, shall affect in any manner the final nature of the agreements and releases set forth herein. All Parties have been advised to consult and have consulted with an attorney prior to executing this Agreement. The Parties specifically acknowledge and waive the provisions of California Civil Code Section 1542 to the extent applicable to the releases described in this Section 6, which California Civil Code Section 1542 provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

¹ The Wage Claims are currently designated by the Assignee as claim numbers 2275, 2476, 2478, 2300, and 2365, and are further described in the Second Omnibus Objection to Wage Claims, attached hereto as "Exhibit A" (the "Wage Objection").

7. Policy Release by Assignee. Upon the Effective Date, and in exchange for the Settlement consideration, the Assignee, solely in his capacity as Assignee for the benefit of creditors of the Assignors and on behalf of the Assignors' estates, shall release, remise, and forever discharge the D&O Insurers from any claims, rights, or title to any coverage, claims, or proceeds which the Assignee (solely in his capacity as Assignee for the benefit of creditors of the Assignors) claims to have (but which the D&O Insurers maintain the Assignee does not have) under the Policies. For the avoidance of doubt, nothing herein shall be in any way construed as acceptance by the D&O Insurers, either express or implied, that the Assignee has any claims, rights, or title to any coverage, claims, or proceeds under the Policies, which claims, rights, or title (including as to the existence thereof) are fully denied by the D&O Insurers.

8. Cooperation. The Parties agree to cooperate with each other to the extent necessary and commercially reasonable, and use their collective best efforts, to enable the Assignee to obtain entry of the Settlement Approval Order and to cause the Settlement Approval Order to become a Final Order. The Parties also agree to promptly execute and deliver such further documents and take such other actions as may be reasonably necessary to carry out the purpose and intent of this Agreement.

9. No Admissions. This Agreement is entered into for settlement and compromise of disputed claims and shall not be treated as an admission by any Party of any liability or wrongdoing whatsoever or as an admission by any Party of any violation of the rights of any other party or person, or the violation of any law, statute, regulation, duty, or contract whatsoever. By entering into this Agreement, the Parties do so solely to avoid the inconvenience, expense, and uncertainty of further proceedings and expressly disclaim any liability to any other party or person.

10. Confidentiality. The Parties agree that (i) other than this Agreement, the proposed Settlement Approval Order and the Wage Objection (the “Filings”), the Assignee shall not describe or attach any other documents to the motion seeking entry of the Settlement Approval Order, and (ii) that other than Filings with the Court to obtain the Settlement Approval Order, the Settlement is and shall remain confidential.

11. Attorneys’ Fees and Costs. Each Party will bear its own expenses, including any costs or attorneys’ fees incurred in connection with the negotiation and execution of this Agreement and the Assignment Cases.

12. Notices. Any notice required or permitted to be given pursuant to any provision of this Agreement shall be given in writing and delivered in person or by registered or certified mail, postage prepaid and return receipt requested (with copies sent by email), to the Parties at the address set forth below:

If to the Assignee:

c/o Brett M. Amron, Esq.; Dain A. de Souza, Esq.
Bast Amron LLP
One Southeast Thrid Avenue, Suite 2410
Miami, FL 33131
E-mail: bamron@bastamron.com
ddezouza@bastamron.com

**If to Du Wayne “Jack” Anderson, Tom Wolber, Donald Mason, Lyall Duncan,
Richard Ziskind, and Lisa Wilson:**

c/o Donald R. Kirk, Esq.
Carlton Fields, P.A.
4221 W. Boy Scout Blvd., Suite 1000
Tampa, FL 33607
Email: dkirk@carltonfields.com

If to Jessica Hoppe, Ricardo Celorio, Lourdes Pineda, and Edie Rodriguez:

c/o Marshall Dore Louis
Boies Schiller Flexner LLP
100 SE Second Street, Suite 2800
Miami, Florida 33131
Email: mlouis@bsfllp.com

If to Tan Sri Lim Kok Thay, Colin Au Fook Yew, Kevin Jones, Bochan Bo Heng, Chris Kam Hing Chan, Joyce Tan Wei Tze, Blondel King Tak So, and Mona Yuen Ching Lai:

c/o Eric J. Silver, Esq.
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street
Suite 2200
Miami, Florida 33130
Email: esilver@stearnsweaver.com

If to Thomas Mazloun:

c/o Joshua C. Webb
Hill Ward Henderson
101 E. Kennedy Blvd., Suite 3700
Tampa, FL 33602
Email: Josh.Webb@hwlaw.com

or to such other address as the Party to whom notice is to be given may, from time to time, designate in writing delivered in a like manner. All such notices shall be deemed received as of the date of personal delivery, or five (5) days following the date such notice is sent by registered or certified mail, postage prepaid.

13. Entire Agreement. This Agreement constitutes the only existing and binding agreement of settlement among the Parties. The Parties acknowledge that there are no other warranties, promises, assurances, or representations of any kind, express or implied, made by any

Party to this Agreement, upon which the Parties have relied in entering into this Agreement, unless expressly set forth herein. This Agreement shall not be modified except by written agreement signed by all Parties.

14. Governing Law/Forum Selection. The Parties agree that the Circuit Court for the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, before whom the Assignment Cases are pending shall have jurisdiction to enforce the terms of this Agreement and the Parties expressly consent to the exercise of personal jurisdiction over them for that limited purpose. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without regard to conflict of law principles.

15. Acknowledgment of Terms. The Parties have read and understand the terms of this Agreement, have consulted with their respective counsel, and understand and acknowledge the significance and consequence of each such term. No Party is relying on information provided by or from any other party in entering this Agreement and there are no duties of disclosure by any Party to any other party. This Agreement was executed after arm's length negotiations between the Parties and their respective counsel and reflects the conclusion of the Parties that this Agreement is in the best interests of the Parties.

16. Authority. Each Party represents and warrants that such Party has the full right and authority to enter into this Agreement and that it or any person or agent executing this Agreement on his, her, or its behalf has the full right and authority to do so and to commit and bind such Party to this Agreement. Any law firm and attorney signing on behalf of their client(s) represents and warrants that they have the full right and authority to execute this Agreement on behalf of its respective client(s) and to commit and bind its client(s) to this Agreement. Each Party, and any person or agent signing this Agreement on behalf of any Party, separately

acknowledges and represents that the representations and warranties in this Section 16 are essential and material provisions of the Settlement and shall survive execution of this Agreement.

17. Advice of Counsel. The Parties acknowledge that they have been represented by counsel of their own choice in the negotiations leading up to the execution of this Agreement, have read this Agreement, and have had the opportunity to receive an explanation from legal counsel regarding the legal nature and effect of same. The Parties have had the Agreement fully explained to them by their respective counsel and understand the terms and provisions of this Agreement and its nature and effect. The Parties further represent that they are entering into this Agreement freely and voluntarily, relying solely upon the advice of their own counsel, and not relying on any representation of any other party or of counsel for any other party.

18. Neutral Interpretation. In the event any dispute arises among the Parties with regard to the interpretation of any term of this Agreement, all of the Parties shall be considered collectively to be the drafting party and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall be inapplicable. Any disputes arising from the interpretation of this Agreement shall be submitted to the Court for resolution.

19. Execution of Documents. This Agreement may be executed in counterparts, that is, all signatures need not appear on the same copy and execution of counterparts shall have the same force and effect as if the Parties had signed the same instrument. All such executed copies shall together constitute the complete Agreement. The Parties may execute this Agreement and create a complete set of signatures by exchanging PDF copies of the executed signature pages. Signatures transmitted in PDF format shall have the same effect as original signatures.

20. Divisions and Headings. The divisions of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for

convenience and shall have no legal effect in construing the provisions of this Agreement.

21. Waiver. The failure of a Party to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions as to any future violations thereof, nor prevent that Party thereafter from enforcing each and every other provision of this Agreement. The rights granted the Parties herein are cumulative and the waiver of any single remedy shall not constitute a waiver of such Party's right to assert all other legal remedies available to it under the circumstances. No extension of time of performance of an act or obligation under this Agreement shall constitute an extension of time of performance of any other act or obligation.

[signatures on pages to follow]

IN WITNESS WHEREOF, the Parties have duly acknowledged this Agreement as of the day and year first written above.

MARK C. HEALY, solely in his capacity as Assignee for the benefit of creditors of Crystal Cruises, LLC, Crystal Holdings U.S., LLC, and Crystal AirCruises, LLC



Date: 8/24/23

DU WAYNE "JACK" ANDERSON

Date: _____

TOM WOLBER

Date: _____

DONALD MASON

Date: _____

LYALL DUNCAN

Date: _____

RICHARD ZISKIND

Date: _____

LISA WILSON

Date: _____

TAN SRI LIM KOK THAY

Date: _____

COLIN AU FOOK YEW

Date: _____

KEVIN JONES

Date: _____

BOCHAN BO HENG

Date: _____

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MARK C. HEALY, solely in his capacity as Assignee for the benefit of creditors of Crystal Cruises, LLC, Crystal Holdings U.S., LLC, and Crystal AirCruises, LLC

Date: _____

DU WAYNE "JACK" ANDERSON

DocuSigned by:
Jack D. Anderson
003A12C1818748E
Date: 8/25/2023

TOM WOLBER

DocuSigned by:
Tom Wolber
500E76576E1E300
Date: 8/25/2023

DONALD MASON

DocuSigned by:
Donald Mason
E1FA2E039624495
Date: 8/25/2023

LYALL DUNCAN

DocuSigned by:
Lyall Duncan
7A1500C4105C21E3
Date: 8/25/2023

RICHARD ZISKIND

DocuSigned by:
Richard Ziskind
1203CC74AD161E4
Date: 8/26/2023

LISA WILSON

DocuSigned by:
Lisa Wilson
80E0A6114E141E6
Date: 8/28/2023

TAN SRI LIM KOK THAY

Date: _____

COLIN AU FOOK YEW

Date: _____

KEVIN JONES

Date: _____

BOCHAN BO HENG

Date: _____

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TOM WOLBER

Date: _____

DONALD MASON

Date: _____

LYALL DUNCAN

Date: _____

RICHARD ZISKIND

Date: _____

LISA WILSON

Date: _____

TAN SRI LIM KOK THAY

Date: _____


COLIN AU FOOK YEW

Date: _____

KEVIN JONES

Date: _____

BOCHAN BO HENG



Date: 8/25/23

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Date: _____

DU WAYNE "JACK" ANDERSON

TOM WOLBER

Date: _____

Date: _____

DONALD MASON

LYALL DUNCAN

Date: _____

Date: _____

RICHARD ZISKIND


LISA WILSON

Date: _____


Date: _____

TAN SRI LIM KOK THAY

COLIN AU FOOK YEW




Date: 8.30.23



Date: 8.30.23

KEVIN JONES

BOCHAN BO HENG




Date: 8.30.23

Date: _____


CHRIS KAM HING CHAN


Kein Tones
As Attorney In Fact
Date: 8.30.23

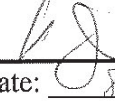
JOYCE TAN WEI TZE


Kein Tones
As Attorney In Fact
Date: 8.30.23

BLONDEL KING TAK SO


Kein Tones
As Attorney In Fact
Date: 8.30.23

MONA YUEN CHING LAI


Kein Tones
As Attorney In Fact
Date: 8.30.23

RICARDO CELORIO

Date: _____

JESSICA HOPPE

Date: _____

LOURDES PINEDA

Date: _____

EDIE RODRIGUEZ

Date: _____

THOMAS MAZLOUM

Date: _____

CHRIS KAM HING CHAN

Date: _____

JOYCE TAN WEI TZE

Date: _____

BLONDEL KING TAK SO

Date: _____

MONA YUEN CHING LAI

Date: _____

RICARDO CELORIO



Date: 8/28/23

JESSICA HOPPE

Date: _____

LOURDES PINEDA

Date: _____

EDIE RODRIGUEZ

Date: _____

THOMAS MAZLOUM

Date: _____

CHRIS KAM HING CHAN

Date: _____

JOYCE TAN WEI TZE

Date: _____

BLONDEL KING TAK SO

Date: _____

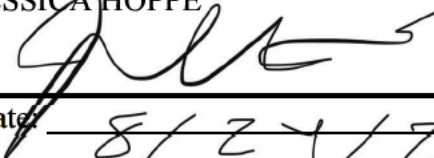
MONA YUEN CHING LAI

Date: _____

RICARDO CELORIO

Date: _____

JESSICA HOPPE



Date: 8/24/23

LOURDES PINEDA

Date: _____

EDIE RODRIGUEZ

Date: _____

THOMAS MAZLOUM

Date: _____

CHRIS KAM HING CHAN

Date: _____

JOYCE TAN WEI TZE

Date: _____

BLONDEL KING TAK SO

Date: _____

MONA YUEN CHING LAI

Date: _____


RICARDO CELORIO

Date: _____

JESSICA HOPPE

Date: _____

LOURDES PINEDA



Date: 8/25/2023

EDIE RODRIGUEZ

Date: _____

THOMAS MAZLOUM

Date: _____

CHRIS KAM HING CHAN

Date: _____

JOYCE TAN WEI TZE

Date: _____

BLONDEL KING TAK SO

Date: _____

MONA YUEN CHING LAI

Date: _____

RICARDO CELORIO

Date: _____

JESSICA HOPPE

Date: _____

LOURDES PINEDA

Date: _____

EDIE RODRIGUEZ

Edie Rodriguez
Date: August 29, 2023

THOMAS MAZLOUM

Date: _____

CHRIS KAM HING CHAN

Date: _____

JOYCE TAN WEI TZE

Date: _____

BLONDEL KING TAK SO

Date: _____

MONA YUEN CHING LAI

Date: _____

RICARDO CELORIO

Date: _____

JESSICA HOPPE

Date: _____

LOURDES PINEDA

Date: _____

EDIE RODRIGUEZ

Date: _____

THOMAS MAZZOUM



Date: 8/29/2023

EXHIBIT A

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

In re:

COMPLEX BUSINESS LITIGATION
DIVISION

CRYSTAL CRUISES LLC, a California
limited liability company,

Case No. 2022-002742-CA-01
Lead Case

CRYSTAL HOLDINGS U.S., LLC, a
Delaware limited liability company,

Case No. 2022-002757-CA-01

CRYSTAL AIRCRUISES, LLC, a Florida
limited liability company, and

Case No. 2022-002758-CA-01

Assignors,
To:

(Jointly Administered Cases)

MARK C. HEALY,

Assignee.

**ASSIGNEE'S SECOND OMNIBUS
OBJECTION TO DISPUTED WAGE CLAIMS**

THIS IS AN OBJECTION TO YOUR CLAIM. THE ASSIGNEE IS ASKING THE COURT TO MODIFY OR DISALLOW THE CLAIM THAT YOU FILED IN THIS ASSIGNMENT FOR THE BENEFIT OF CREDITORS CASE. CLAIMANTS RECEIVING THIS OBJECTION SHOULD LOCATE THEIR NAMES AND CLAIM LISTED IN EXHIBIT "A" TO THIS OBJECTION.

YOU SHOULD IMMEDIATELY CONTACT THE ASSIGNEE'S OFFICE AT CRYSTALCLAIMSOBJ@MOECKER-CRYSTAL.COM TO RESOLVE THE DISPUTE. IF YOU DO NOT CONTACT THE ASSIGNEE'S OFFICE WITHIN 21 DAYS OF SERVICE OF THIS OBJECTION, THE ASSIGNEE AND THE COURT WILL PRESUME THAT YOU DO NOT OPPOSE THE OBJECTION TO YOUR CLAIM, AND YOUR CLAIM MAY BE DISALLOWED OR MODIFIED WITHOUT FURTHER NOTICE OR A HEARING.

Mark C. Healy, of Michael Moecker & Associates, Inc. (the "Assignee"), as Assignee for the Benefit of Creditors of Crystal Cruises, LLC (the "Assignor"), by and through his undersigned

counsel, files this Second Omnibus Objection to Disputed Wage Claims (the “Objection”) pursuant to §§ 727.109, 727.111, and 727.113, *Florida Statutes*, as to the claims listed in the Objection below, and in support thereof states as follows:

BACKGROUND

1. On February 10, 2022, the Assignor executed an assignment of its assets in favor of the Assignee pursuant to Chapter 727, *Florida Statutes*.

2. On February 11, 2022 (the “Petition Date”), the Assignee filed a Petition for Assignment for the Benefit of Creditors on behalf of the Assignor pursuant to Chapter 727, *Florida Statutes*, thereby commencing the following assignment for the benefit of creditors cases in this Court: *In re Crystal Cruises LLC*, Case No. 2022-002742-CA-01, *In re Crystal Holdings U.S. LLC*, Case No. 2022-002757-CA-01, and *In re Crystal Aircruises LLC*, Case No. 2022-002758-CA-01 (collectively, the “Assignment Cases”).

3. On March 3, 2022, the Court entered orders in each of the Assignment Cases consolidating and jointly administering the Assignment Cases for procedural purposes.

RELIEF REQUESTED

4. Pursuant to § 727.113(3), *Florida Statutes*, “[t]he assignee, as well as any creditor or any party in interest, has standing to challenge the validity, extent, or priority of any claim filed by a creditor.”

5. Section 727.113(1), *Florida Statutes*, further provides “[a]t any time before the entry of an order approving the assignee’s final report, the assignee or any party in interest may file with the court an objection to a claim.”

6. The Assignee has received and shall approve dozens of claims made for the payment of wages made by former employees of the Assignor.

7. Notwithstanding, the Assignee hereby objects to the claims (the “Objectionable Wage Claims”) listed in **Exhibit “A”** to this Objection, to the extent set forth therein.

PROCEDURES FOR CONSUMER AND EMPLOYEE CLAIMS OBJECTIONS

8. On February 28, 2023, the Court entered an order approving procedures for filing and resolving objections to consumer and employee claims in the Assignment Cases (the “Claims Procedure Order”).

9. Pursuant to the Claims Procedure Order, if a claimant disputes this Objection to their claim, then within 21 days of service of this Objection, such claimant must contact the Assignee via email at crystalclaimsobj@moecker-crystal.com to attempt to resolve the dispute. If a claimant fails to contact the Assignee within the required time period, the Assignee and the Court will presume that such claimant does not oppose the relief requested in this Objection, and the Assignee may submit an order to the Court sustaining this Objection as it relates to such claimant without any further notice or hearing. Upon entry, the Assignee will serve such order upon the subject claimant via email or, if the Assignee does not have an email address for the subject claimant, via U.S. Mail.

10. Pursuant to the Claims Procedure Order, if a claimant contacts the Assignee within the required time period, and thereafter, the Assignee determines that the Assignee and the claimant are unable to resolve the dispute, the Assignee may file a Notice of Impasse with the Court identifying the unresolved claim. The Notice of Impasse will be served by the Assignee on the subject claimant via email or, if the Assignee does not have an email address for the subject claimant, via U.S. Mail.

11. Pursuant to the Claims Procedure Order, following the filing of a Notice of Impasse by the Assignee, the claimant must file with the Court a written response to this Objection within

21 days (a “Response”). If the claimant fails to file the Response with the Court within the required 21-day period, the Assignee and the Court will presume that such claimant does not oppose the relief requested in this Objection, and the Assignee may submit an order to the Court sustaining this Objection as it relates to such claimant without any further notice or hearing. Upon entry, the Assignee will serve such order upon the subject claimant via email or, if the Assignee does not have an email address for the subject claimant, via U.S. Mail.

12. Pursuant to the Claims Procedure Order, a Response must be timely filed with the Court and include:

- a. A statement setting forth the particular Objection (e.g. the Assignee’s *First* Omnibus Objection to Claims or the Assignee’s *Fifth* Omnibus Objection to Claims) and the particular claim(s) to which the Response is directed, including the claim number;
- b. A concise statement setting forth the reasons why the Court should not grant the Objection with respect to such claim, including the factual and legal bases upon which the claimant relies in opposing the Objection;
- c. A copy of any other documentation or other evidence of the claim, to the extent not already included with the claim, upon which the claimant will rely in opposing the Objection, provided that confidential, proprietary, or otherwise, protected information should not be publicly filed with the Court, but the existence of such information should be disclosed to counsel for the Assignee; and
- d. The name address, telephone number, and email address of the responding claimant and/or the name, address, telephone number, and email address of the claimant’s attorney or designed representative.

13. If a claimant files a Response within the required time period, the Assignee, in the Assignee’s sole discretion, may set the matter for a preliminary non-evidentiary hearing. The Assignee may set multiple claims objections to be heard in a single preliminary non-evidentiary hearing.

14. The Assignee shall be permitted to file a reply to any Response no later than 2 calendar days before the preliminary non-evidentiary hearing with respect to the relevant Objection. No sur-reply shall be permitted absent prior Court approval.

15. If the matter is not resolved at the preliminary non-evidentiary hearing, the Assignee and the claimant shall make a further attempt to resolve the matter. Thereafter, if the matter remains unresolved, the Assignee, in the Assignee's sole discretion, may set the matter for evidentiary hearing.

16. The Assignee may, in his discretion and in accordance with other orders of the Court, settle the validity, priority amount, nature, or extent of contested claims without any further notice, order, or approval of the Court.

17. Pursuant to the Claims Procedure Order, if allowed, the first \$10,000.00 of an employee claim will be deemed a priority claim pursuant to Fla. Stat. § 727.114(d) without further notice, order, or approval of the Court, and the balance of any such claim will be deemed a general unsecured claim pursuant to Fla. Stat. § 727.114(f).

18. Pursuant to the Claims Procedure Order, if allowed, the first \$2,225.00 of a consumer claim will be deemed a priority claim pursuant to Fla. Stat. § 727.114(e) without further notice, order, or approval of the Court, and the balance of any such claim will be deemed a general unsecured claim pursuant to Fla. Stat. § 727.114(f).

19. The Assignee reserves the right to object to other claims or raise additional objections with respect to the Objectionable Wage Claims.

WHEREFORE, the Assignee respectfully requests this Court enter an Order in substantially the form attached hereto as **Exhibit "B"**: (i) sustaining the Assignee's Objections to the Objectionable Wage Claims; (ii) approving the Assignee's proposed disposition of the

Objectionable Wage Claims; and (iii) granting such other and further relief as this Court deems appropriate under the circumstances.

DATED this 6th day of June 2023.

NARDELLA & NARDELLA, PLLC
Co-General Counsel for Assignee
135 W. Central Blvd., Ste. 300
Orlando, FL 32801
(407) 966-2680

By: /s/ Paul N. Mascia

Michael A. Nardella, Esq.

Florida Bar No. 051265

Paul N. Mascia, Esq.

Florida Bar No. 0489670

mnardella@nardellalaw.com

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the *Assignee's Second Omnibus Objection to Dispute Wage Claims* was served on June 6, 2023(1) via the Florida Court's e-Filing Portal, which served the Objection upon all parties and interested persons of record in this action; and (2) via e-service to the claimants listed on the attached **Exhibit "A"** and pursuant to the Claims Procedure Order as follows: Dale Nicholson at nicholson.dale@gmail.com; Dorian Agolli at agollid@gmail.com; Jack D. Anderson at jackdanderson1@gmail.com; Ricardo Celorio at rjcelorio@yahoo.com; Franklin Cox at kccredentials@aol.com; Henry De Los Reyes at henrydelosreyes87@yahoo.com; Johnny H. Diep at johnnyhdiep@yahoo.com; Claudius Docekal at claudius.docekal@gmail.com; Bertha Gomez Espinosa at berthagespinosa@yahoo.com; Nicolet Handros at nicolette.handros@gmail.com; Jessica S. Hoppe at hoppe.jessica@gmail.com; Susanna Kener at sumake99@gmail.com; Hans M. Lind at

hasse14kalmar@hotmail.com; Ingrid A. Lopez at inlopez31@gmail.com; Christy E. Pallas at christy.fabiano@gmail.com; Ana Penton at anapenton09@hotmail.com; and, Peter Nowicki at peternowicki@ymail.com.

/s/ Paul N. Mascia

Paul N. Mascia, Esq.

Exhibit A

Objectionable Wage Claims

<u>Claim No.</u>	<u>Claimant</u>	<u>Claim Amount</u>	<u>Basis for Objection and Extent of Objection</u>
2083	Nicholson, Dale	\$15,000.00	The claimant alleges that he is a wage claimant. However, based upon documentation provided by the claimant, the claimant's relationship with the Assignor was not that of an employee. As such, this claim is not entitled to treatment as a priority wage claim under § 727.114(1)(d), Fla. Stat. (2022). Assignee proposes that this claim be reclassified, in its entirety, as a general unsecured claim pursuant to § 727.114(1)(f), Fla. Stat. (2022) rather than as a priority wage claim.
2271	Agolli, Dorian	\$11,422.24	This claim is filed as a priority wage claim under § 727.114(1)(d), Fla. Stat. (2022). However, this claim exceeds the \$10,000.00 limit for priority wage claims. <i>Id.</i> Therefore, the Assignee objects to this claim for any amount claimed in excess of \$10,000.00 for a priority wage claim, with the remaining amount of \$1,422.24 to be treated as a general unsecured claim pursuant to § 727.114(1)(f), Fla. Stat. (2022).
2275	Anderson, Jack	\$40,320.00	This claim is filed as a priority wage claim under § 727.114(1)(d), Fla. Stat. (2022). However, this claim exceeds the \$10,000.00 limit for priority wage claims under § 727.114(1)(d), Fla. Stat. (2022). Therefore, the Assignee objects to this claim for any amount claimed in excess of \$10,000.00 for a priority wage claim, with the remaining amount of \$30,320.00 to be treated as a general unsecured claim pursuant to § 727.114(1)(f), Fla. Stat. (2022).
2300	Celorio, Ricardo	\$24,981.35	This claim is filed as a priority wage claim under § 727.114(1)(d), Fla. Stat. (2022). However, this claim exceeds the \$10,000.00 limit for priority wage claims under § 727.114(1)(d), Fla. Stat. (2022). Therefore, the

			Assignee objects to this claim for any amount claimed in excess of \$10,000.00 for a priority wage claim, with the remaining amount of \$14,981.35 to be treated as a general unsecured claim pursuant to § 727.114(1)(f), Fla. Stat. (2022).
2304	Cox, Franklin	\$11,347.98	This claim is filed as a priority wage claim under § 727.114(1)(d), Fla. Stat. (2022). However, this claim exceeds the \$10,000.00 limit for priority wage claims. <i>Id.</i> Therefore, the Assignee objects to this claim for any amount claimed in excess of \$10,000.00 for a priority wage claim, with the remaining amount of \$1,347.98 to be treated as a general unsecured claim pursuant to § 727.114(1)(f), Fla. Stat. (2022).
2310	De Los Reyes, Henry	\$18,001.57	This claim is filed as a priority wage claim under § 727.114(1)(d), Fla. Stat. (2022). However, this claim exceeds the \$10,000.00 limit for priority wage claims. <i>Id.</i> Therefore, the Assignee objects to this claim for any amount claimed in excess of \$10,000.00 for a priority wage claim, with the remaining amount of \$8,001.57 to be treated as a general unsecured claim pursuant to § 727.114(1)(f), Fla. Stat. (2022).
2313	Diep, Johnny H.	\$12,578.52	This claim is filed as a priority wage claim under § 727.114(1)(d), Fla. Stat. (2022). However, this claim exceeds the \$10,000.00 limit for priority wage claims. <i>Id.</i> Therefore, the Assignee objects to this claim for any amount claimed in excess of \$10,000.00 for a priority wage claim, with the remaining amount of \$2,578.52 to be treated as a general unsecured claim pursuant to § 727.114(1)(f), Fla. Stat. (2022).
2314	Docekal, Claudius	\$12,381.71	This claim is filed as a priority wage claim under § 727.114(1)(d), Fla. Stat. (2022). However, this claim exceeds the \$10,000.00 limit for priority wage claims. <i>Id.</i> Therefore, the Assignee objects to this claim for any amount claimed in excess of \$10,000.00 for a priority wage claim, with the remaining amount of \$2,381.71 to be treated as a general unsecured claim pursuant to § 727.114(1)(f), Fla. Stat. (2022).

2321	Espinosa, Bertha Gomez	\$3,453.92	This claim is filed as a priority wage claim under § 727.114(1)(d), Fla. Stat. (2022). However, the claimant has failed to provide necessary documentation supporting her claim, including an employment agreement. Therefore, the Assignee objects to this claim in its entirety.
2352	Handros, Nicolet	\$630.00	This claim is filed as a priority wage claim under § 727.114(1)(d), Fla. Stat. (2022). However, the claimant failed to provide documentation supporting this claim, including an employment agreement. Therefore, the Assignee objects to this claim in its entirety.
2365	Hoppe, Jessica S.	\$36,098.22	This claim is filed as a priority wage claim under § 727.114(1)(d), Fla. Stat. (2022). However, this claim exceeds the \$10,000.00 limit for priority wage claims. <i>Id.</i> Therefore, the Assignee objects to this claim for any amount claimed in excess of \$10,000.00 for a priority wage claim, with the remaining amount of \$26,098.22 to be treated as a general unsecured claim pursuant to § 727.114(1)(f), Fla. Stat. (2022).
2373	Kener, Susanna	\$27,460.29	This claim is filed as a priority wage claim under § 727.114(1)(d), Fla. Stat. (2022). However, this claim exceeds the \$10,000.00 limit for priority wage claims. <i>Id.</i> Therefore, the Assignee objects to this claim for any amount claimed in excess of \$10,000.00 for a priority wage claim, with the remaining amount of \$17,460.29 to be treated as a general unsecured claim pursuant to § 727.114(1)(f), Fla. Stat. (2022).
2380	Lind, Hans M.	\$12,838.42	This claim is filed as a priority wage claim under § 727.114(1)(d), Fla. Stat. (2022). However, this claim exceeds the \$10,000.00 limit for priority wage claims. <i>Id.</i> Therefore, the Assignee objects to this claim for any amount claimed in excess of \$10,000.00 for a priority wage claim, with the remaining amount of \$2,838.42 to be treated as a general unsecured claim pursuant to § 727.114(1)(f), Fla. Stat. (2022).

2383	Lopez, Ingrid A.	11,422.24	This claim is filed as a priority wage claim under § 727.114(1)(d), Fla. Stat. (2022). However, the Assignee's records show that the claimant is owed \$1,112.87. Therefore, this claim should be reduced to a priority wage claim in the amount of \$1,112.87.
2418	Pallas, Christy E.	\$11,560.75	This claim is filed as a priority wage claim under § 727.114(1)(d), Fla. Stat. (2022). However, this claim exceeds the \$10,000.00 limit for priority wage claims. <i>Id.</i> Therefore, the Assignee objects to this claim for any amount claimed in excess of \$10,000.00 for a priority wage claim, with the remaining amount of \$1,560.75 to be treated as a general unsecured claim pursuant to § 727.114(1)(f), Fla. Stat. (2022).
2420	Penton, Ana	\$10,046.84	This claim is filed as a priority wage claim under § 727.114(1)(d), Fla. Stat. (2022). However, this claim exceeds the \$10,000.00 limit for priority wage claims under § 727.114(1)(d), Fla. Stat. (2022). Therefore, the Assignee objects to this claim for any amount claimed in excess of \$10,000.00 for a priority wage claim, with the remaining amount of \$46.84 to be treated as a general unsecured claim pursuant to § 727.114(1)(f), Fla. Stat. (2022).
2518	Nowicki, Peter	\$11,305.46	This claim is filed as a priority wage claim under § 727.114(1)(d), Fla. Stat. (2022). However, this claim exceeds the \$10,000.00 limit for priority wage claims. <i>Id.</i> Therefore, the Assignee objects to this claim for any amount claimed in excess of \$10,000.00 for a priority wage claim, with the remaining amount of \$1,305.46 to be treated as a general unsecured claim pursuant to § 727.114(1)(f), Fla. Stat. (2022).

Exhibit B

Proposed Order

IN THE CIRCUIT COURT IN AND FOR
THE FIFTEENTH JUDICIAL CIRCUIT IN
AND FOR
PALM BEACH COUNTY, FLORIDA

Assignment for the Benefit of Creditors 2018-CA-10254
PSM HOLDINGS, INC.

Assignment for the Benefit of Creditors 2018-CA-10256
PRIME SOURCE MORTGAGE, INC.

Assignment for the Benefit of Creditors 2018-CA-10266
WWYH, INC.

Assignors,

Jointly Administered Under
Case No. 2018-CA-10254

vs.

MARK C. HEALY,

Assignee.

_____ /

ORDER GRANTING ASSIGNEE’S SECOND OMNIBUS OBJECTION TO CLAIMS

THIS CAUSE came before the Court upon the *Assignee’s Second Omnibus Objection to Disputed Wage Claims* filing on ____ ____, 2023 (the "Objection") by Mark C. Healy (the “Assignee”), solely in his capacity as the Assignee for the benefit of creditors of Crystal Cruises LLC (the “Assignor”), as an Objection to the Proofs of Wage Claims (the “Claims”) submitted to the Assignee by Dale Nicholson, Dorian Agolli, Jack D. Anderson, Ricardo Celorio, Franklin Cox, Henry De Los Reyes, Johnny H. Diep, Claudius Docekal, Bertha Gomez Espinosa, Nicolet Handros, Jessica S. Hoppe, Susanna Kener, Hans M. Lind, Ingrid A. Lopez, Christy E. Pallas, Ana Penton, and Peter Nowicki (the “Claimants”). The Court, having reviewed the Objection and record in this case, finding that notice of the Objection was sufficient and properly served on

the Claimants and to interested parties pursuant to §§ 727.103, 727.111(4) and 727.113, Fla. Stat. (2022), noting that no response to the Objection from the Claimants was received by the Assignee or filed within the 21-day negative notice period set forth in the Objection, finding that the relief requested in the Objection is in the best interest of the Assignor’s estate, and otherwise finding that good and sufficient cause exists for granting the relief set forth herein, does hereby

ORDER AND ADJUDGE that:

1. The assignee’s Objection is SUSTAINED as to the Claims of the Claimants whose claims are attached as Exhibit “A” to the Objection and otherwise set forth in the Objection.
2. Each of the Claimant’s Claims attached as Exhibit “A” to the Objection and otherwise set forth in the Objection shall be allowed in the amount, if any, set forth below next to the Claimant’s name, with the statutory priority as to payment pursuant to Chapter 727, Fla. Stat. (2022), indicated for the same:

Claim Number	Claimant	Treatment of Claim
2083	Nicholson, Dale	The claim is classified as a general unsecured claim in the amount of \$15,000.00.
2271	Agolli, Dorian	The claim is classified as priority wage claim in the amount of \$10,000.00 and a general unsecured claim in the amount of \$1,422.24.
2275	Anderson, Jack D.	The claim is classified as priority wage claim in the amount of \$10,000.00 and a general unsecured claim in the amount of \$30,320.00.
2300	Celorio, Ricardo	The claim is classified as priority wage claim in the amount of \$10,000.00 and a general unsecured claim in the amount of \$14,981.35.
2304	Cox, Franklin	The claim is classified as priority wage claim in the amount of \$10,000.00 and a general unsecured claim in the amount of \$1,347.98.
2310	De Los Reyes, Henry	The claim is classified as priority wage claim in the amount of \$10,000.00 and a general unsecured claim in the amount of \$8,001.57.

2313	Diep, Johnny H.	The claim is classified as priority wage claim in the amount of \$10,000.00 and a general unsecured claim in the amount of \$2,578.52.
2314	Docekal, Claudius	The claim is classified as priority wage claim in the amount of \$10,000.00 and a general unsecured claim in the amount of \$2,381.71.
2321	Espinosa, Bertha Gomez	The claim is denied in its entirety.
2352	Handros, Nicolet	The claim is denied in its entirety.
2365	Hoppe, Jessica S.	The claim is classified as priority wage claim in the amount of \$10,000.00 and a general unsecured claim in the amount of \$26,098.22.
2373	Kener, Susanna	The claim is classified as priority wage claim in the amount of \$10,000.00 and a general unsecured claim in the amount of \$17,460.29.
2380	Lind, Hans M.	The claim is classified as priority wage claim in the amount of \$10,000.00 and a general unsecured claim in the amount of \$2,838.42.
2383	Lopez, Ingrid A.	The claim is reduced to a priority wage claim in the amount of \$1,112.87.
2418	Pallas, Christy E.	The claim is classified as priority wage claim in the amount of \$10,000.00 and a general unsecured claim in the amount of \$1,560.75.
2420	Penton, Ana	The claim is classified as priority wage claim in the amount of \$10,000.00 and a general unsecured claim in the amount of \$46.84.
2518	Nowicki, Peter	The claim is classified as priority wage claim in the amount of \$10,000.00 and a general unsecured claim in the amount of \$1,305.46.

3. The Assignee is authorized to take all actions necessary or appropriate to give effect to this Order.
4. The Terms, conditions, and provisions of this Order shall be immediately effective and enforceable upon entry hereof.
5. The Court shall retain jurisdiction to resolve any dispute arising from or relating to this Order.

DONE and ORDERED in Chambers at Miami-Dade County, Florida on this ____ day of _____, 2023.

Hon. Lisa Walsh

CIRCUIT COURT JUDGE

Electronically Served:

Physically Served:

EXHIBIT 2
(Proposed Order)

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

COMPLEX BUSINESS LITIGATION
DIVISION

In re:

CRYSTAL CRUISES, LLC, a California
limited liability company,

Case No. 2022-002742-CA-01
Lead Case

CRYSTAL HOLDINGS U.S., LLC, a
Delaware limited liability company,

Case No. 2022-002757-CA-01

CRYSTAL AIRCRUISES, LLC, a Florida
limited liability company, and

Case No. 2022-002758-CA-01

Assignors,
To:

(Jointly Administered Cases)

MARK C. HEALY,

Assignee.

**ORDER APPROVING (I) SETTLEMENT WITH FORMER OFFICERS
AND DIRECTORS; AND (II) PAYMENT OF CONTINGENCY FEE
TO BAST AMRON LLP FROM SETTLEMENT PAYMENT**

(Docket Entry # __)

THIS MATTER came before the Court upon the Assignee Mark C. Healy's (the "Assignee") *Motion (i) to Approve Settlement with Former Officers and Directors; and (ii) for Payment of Contingency Fee to Bast Amron from Settlement Payment* (the "Motion").^{1,2}

¹ Unless otherwise stated herein, capitalized terms shall have the same meaning as provided in the Settlement Agreement and Release attached to the Motion as **Exhibit 1** (the "Agreement").

² This Order is intended to memorialize the Agreement, and to the extent there are any unintended discrepancies, the terms of the Agreement shall control.

The Court has reviewed the Motion and the Agreement, has considered the entire record in this case, and notes that no objections were filed to the Motion. The Court finds that notice of the Motion is sufficient.

The Court further finds that the settlement and compromise contained in the Agreement is (i) fair and reasonable, (ii) falls within the reasonable range of possible litigation outcomes, and (iii) in the best interest of the Assignors' estates and their creditors. Based on the foregoing, it is

ORDERED:

1. The Motion is **GRANTED**. The settlement and compromise contained in the Agreement is approved in all respects.

2. The terms of the Agreement are approved and incorporated herein in their entirety. The Assignee is further authorized to take any action necessary to effectuate the terms of the Agreement.

3. Pursuant to the terms of the Agreement, the Ds&Os shall cause the Primary Insurer and First Excess Insurers to pay the aggregate sum of fifteen million five hundred thousand United States dollars (\$15,500,000.00 USD) to the Assignee (the "Settlement Payment") within thirty (30) days of the later of: (i) the date the Settlement Approval Order becomes a Final Order; and (ii) the date the Assignee or his counsel provides the Named Ds&Os or their counsel with instructions for payment, together with a completed IRS form W-9. The Settlement Payment shall be made in United States dollars by wire transfer in accordance with the instructions for payment to be provided by the Assignee or his counsel.

4. The Court approves payment of the contingency fee of \$4,650,000.00 to Bast Amron LLP ("Bast Amron") and the Assignee is authorized to make such payment from the

Settlement Payment. The Assignee is further authorized to pay Bast Amron \$16,351.27 for out of pocket expenses incurred to date, plus any additional expenses that may arise hereafter.

5. The Court reserves jurisdiction regarding the interpretation, effectuation, and enforcement of the terms of the Agreement and this Order.

DONE AND ORDERED in Miami-Dade County, Florida this ____ day of _____, 2023.

Circuit Court Judge

Copy to: Counsel of Record