

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 MOTION TO APPROVE SETTLEMENT AND RELEASE AGREEMENT  
WITH CSHV WILSHIRE LANDMARK, LLC**

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

**PLEASE TAKE NOTICE** that, pursuant to Fla. Stat. § 727.111(4), the Assignee may enter into and consummate the settlement described herein, and 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, Paul N. Mascia, Esq., 135 W. Central Blvd., Ste. 300, Orlando, Florida 32801, 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.

Mark C. Healy (the “Assignee”), solely in his capacity as the Assignee for the benefit of creditors of Crystal Cruises, LLC (“Crystal Cruises”) (the “Assignor”), by and through his undersigned counsel and pursuant to Florida Statutes §§ 727.102, 727.108(10), 727.109(1), (4), (7), and (15), 727.111(4), 727.114, files this *Motion to Approve Settlement and Release Agreement with Resorts World Miami, LLC and Resorts World Omni, LLC* (the “Motion”). In support of the Motion, the Assignee states:

### **Background**

1. On February 10, 2022, the Assignor 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 Assignor and two of its affiliates, thereby commencing the following assignment for the benefit of creditors 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”): *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”, with the other assignors referred to with the Assignor as the “Assignors”), which Assignment Cases were consolidated administratively into the Assignor’s Assignment Case (the “Assignment Case”).

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

3. CSHV Wilshire Landmark, LLC (“CSHV”) is a California limited liability company that owns real property in the State of California (the “Property”).

4. CSHV and the Assignor entered into an office lease agreement on May 28, 2013 (the “**Original Lease**”) for the lease of certain premises (the “**Premises**”) consisting of approximately 35,920 rentable square feet in that certain building (the “**Building**”) with an address of 11755 Wilshire Boulevard, Los Angeles, California. 90025 commonly known and identified as 11755 Wilshire, as follows: (i) approximately 17,960 rentable square feet known as Suite 800 (“**Suite 800**”) and comprising the eighth (8th) floor of the Building, and (ii) approximately 17,960 rentable square feet known as Suite 900 (“**Suite 900**”) and comprising the ninth (9th) floor of the Building.

5. The Original Lease was amended four separate times with the last amendment occurring on May 14, 2021 (the “**Fourth Amendment**” and together with the Original Lease and all prior amendments, the “**Lease**”) and CSHV, as the landlord, consented to two separate subleases by two separate subtenants, the first occurring on February 20, 2018 and the second occurring on November 4, 2020.

6. As security for the Lease, Crystal Cruises pledged a cash security deposit in the amount of \$126,542.12 (the “**Security Deposit**”). As additional security for the Lease, a Letter of Credit (the “**Letter of Credit**”) was issued to CSHV as beneficiary, which pursuant to the Fourth Amendment was reduced to \$4,800,000.

7. On or around February 7, 2022, CSHV delivered written notice of default under the Lease due to Crystal Cruises’ failure to pay rent thereunder when due.

8. On or around February 14, 2022, CSHV provided written notice that it was applying the Security Deposit against the unpaid rent obligations. On or around March 4, 2022, CSHV

delivered to Crystal Cruises a notice advising Crystal Cruises that in accordance with California Civil Code Section 1951.2, CSHV considered the Premises to have been abandoned. Subsequently, CSHV drew down on the Letter of Credit, receiving the full \$4,800,000.00 face amount of the Letter of Credit.

9. On or around March 24, 2023, the Assignee caused Crystal Cruises to commence the action styled Mark C. Healy v. CSHV Wilshire Landmark, Case No. 2023-013041-CA-01 (the “**Lease Lawsuit**”), in the Circuit Court of The Eleventh Judicial Circuit in and for Miami-Dade County, Florida (the “**Court**”) seeking, inter alia, to recover amounts drawn on the Letter of Credit.

### **The Settlement**

10. To avoid the cost and uncertainty of litigation, the Assignee and CSHV have negotiated a settlement (the “**Settlement**”) with respect to the disputes between them and have entered into the attached Settlement and Mutual Release Agreement (the “**Settlement Agreement**”), attached hereto as **Exhibit A**, subject to this Court’s approval. The pertinent terms of the Settlement Agreement<sup>1</sup> are set forth below:

A. In consideration for Assignee’s promises made, on the later of January 31, 2024, and three (3) days after the Court’s entry of the Settlement Order, CSHV shall pay to Crystal the sum of \$2,413,755.12 (the “**Settlement Payment**”).

B. Within three (3) days after its receipt of the Settlement Payment, Crystal shall file with the Court all pleadings necessary to dismiss the Lease Lawsuit with Prejudice.

C. The Settlement Payment is intended by the Parties to constitute a full and final settlement of their mutual obligations under this agreement, and release.

D. Upon payment, in full, of the Settlement Payment, Crystal and its agents, representatives, contractors, servants, owners, officers, directors, shareholders, managers, operators, members, employees, attorneys, insurers, predecessors, successors, assigns,

---

<sup>1</sup> The following is a summary of the terms of the Settlement Agreement. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Settlement Agreement. In the event of any conflict between the terms of this Motion and the Settlement Agreement, the terms of the Settlement Agreement shall control. Creditors and parties-in-interest are urged to review the Settlement Agreement for its complete terms.

heirs and administrators, and each of their joint venture interests, subsidiaries, affiliates, divisions, agents, representatives, contractors, servants, owners, officers, directors, shareholders, managers, operators, members, employees, attorneys, insurers, predecessors, successors, assigns, heirs, and administrators (the “**Crystal Release Parties**”) release and forever discharge CSHV and its agents, representatives, contractors, servants, owners, officers, directors, shareholders, managers, operators, members, employees, attorneys, insurers, predecessors, successors, assigns, heirs and administrators, and each of their joint venture interests, subsidiaries, affiliates, divisions, agents, representatives, contractors, servants, owners, officers, directors, shareholders, managers, operators, members, employees, attorneys, insurers, predecessors, successors, assigns, heirs, and administrators (the “**CSHV Release Parties**”) of and from all manner of action and actions, cause and causes of action, suits, arbitrations, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, losses, injuries, judgments, executions, claims and demands whatsoever, whether now known, unknown, or hereafter discovered, asserted, or unasserted, fixed, or contingent, in law, equity, or admiralty, under the law of any jurisdiction, solely limited to those arising from, related to, or in any way connected to the Lease, the Building, the Premises, Suite 800, Suite 900, the First Sublease, the Second Sublease, the First Subtenant or the Second Subtenant.

E. On the Effective Date, the CSHV Release Parties release and forever discharge the Crystal Release Parties of and from all manner of action and actions, cause and causes of action, suits, arbitrations, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, losses, injuries, judgments, executions, claims and demands whatsoever, whether now known, unknown, or hereafter discovered, asserted, or unasserted, fixed, or contingent, in law, equity, or admiralty, under the law of any jurisdiction, solely limited to those arising from, related to, or in any way connected to the Lease, the Building, the Premises, Suite 800, Suite 900, the First Sublease, the Second Sublease, the First Subtenant or the Second Subtenant.

F. The terms of the settlement contained within this Settlement Agreement are subject to Court approval in the Assignment Case by an order of the Court authorizing Crystal Cruise to enter into and perform the terms of this Agreement being entered and becoming final and non-appealable. Crystal agrees to file such stipulations, dismissals and motions to compromise as required to obtain any such approvals.

### **Relief Requested**

11. The Assignee, in an exercise of his business judgment, believes that the Settlement is in the best interest of the estates and creditors. The Settlement is fair and reasonable, and the Assignee submits that the Court should approve the Settlement Agreement.

12. Pursuant to Fla. Stat. 727.109(7), the Court has the power to “hear and determine a motion brought by the assignee for approval of ... the compromise or settlement of a controversy ...” Further, the Court has the power to “[a]llow or disallow claims against the estate and determine their priority ...” and the Court 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).

13. Although Chapter 727 provides for court approval of settlements proposed by an assignee, the statutes do not set forth any specific criteria for approving settlements. The Assignee submits that analogous bankruptcy principles should guide this Court’s evaluation of the Settlement Agreement. “State courts often look to federal bankruptcy law for guidance as to legal issues arising in proceedings involving assignments for the benefit of creditors.” *Moecker v. Antoine*, 845 So. 2d 904, 911 n. 10 (Fla. 1st DCA 2003).

14. 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 which must be 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. *See id.*

15. The terms of the Settlement satisfy the above *Justice Oaks* factors. The first factor – the probability of success in litigation – weighs in favor of approval. While the Assignee asserts that he would prevail in the Lease Lawsuit, there is always risk in litigation. Should CSHV prevail

upon their claims, the amount received by the Assignor's estate could be significantly less than the Settlement Payment.

16. The second factor – the difficulties to be encountered in the matter of collection – also weighs in favor of approval. It is uncertain as to how long litigation of the Lease Lawsuit will take. It is uncertain whether the Assignee will be entitled to security for the payment of the Lease Lawsuit. Additionally, absent the Settlement, there is the risk that the Premise could be sold, and the sales proceeds moved before any judgment could be obtained against CSHV.

17. The third factor – the complexity, expense, inconvenience, and delay of the litigation – also weighs heavily in favor of approval. Litigation between the Assignee and CSHV would be expensive and time-consuming, and would result in precious estate resources being siphoned towards continued discovery, dispositive motion practice, and trial.

18. Lastly, the Settlement is in the best interest of creditors, resolving expensive potential litigation between Assignor, Assignee, and CSHV, and replacing the specter of litigation with funds readily available for distribution to the Assignor's creditors.

**WHEREFORE**, the Assignee respectfully requests the Court enter an Order, in the form attached hereto as **Exhibit B**, (i) granting this Motion; (ii) approving the Settlement Agreement in its entirety; and (iii) granting such other and further relief as the Court deems just and proper.

Dated: January 4, 2024

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  
Paul N. Mascia, Esq.  
Florida Bar No. 0489670  
[pmascia@nardellalaw.com](mailto:pmascia@nardellalaw.com)

[mnardella@nardellalaw.com](mailto:mnardella@nardellalaw.com)  
[kcooper@nardellalaw.com](mailto:kcooper@nardellalaw.com)



**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 January 4, 2024, which shall provide notice to all parties that have entered an appearance in this case; on counsel for the Assignor, Adam Losey, Esq., Losey PLLC, 1420 Edgewater Drive, Orlando, Florida 32804, via email to [alosey@loseyllaw](mailto:alosey@loseyllaw); via email to and all creditors and interested parties on the e-mail service list pursuant to the Notice Procedures Order; and via email to [cbl44@jud11.flcourts.org](mailto:cbl44@jud11.flcourts.org) pursuant to CBL Rule 2.2.

By: /s/ Paul N. Mascia  
Paul N. Mascia, Esq.

**EXHIBIT A**  
**(Settlement Agreement)**

**SETTLEMENT AND MUTUAL RELEASE AGREEMENT**

This settlement agreement (the "**Agreement**") is made as of December 14, 2023 (the "**Effective Date**") by and among CSHV WILSHIRE LANDMARK, LLC ("**CSHV**"), on behalf of itself and each of its respective officers, directors, employees, agents, representatives, parents, affiliates, subsidiaries, shareholders, successors, assigns and any other individual or entity claiming under or through any of them (collectively and severally, the "**CSHV Parties**"), and **MARK HEALY, as successor in interest to CRYSTAL CRUISES LLC ("Crystal")**. (CSHV and Crystal are each a "**Party**" and collectively the "**Parties**").

**RECITALS**

WHEREAS, CSHV and Crystal Cruises, Inc., Crystal's predecessor in interest under the Lease ("**Original Tenant**"), entered into that certain Standard Form Office Lease dated as of May 28, 2013 (the "**Original Lease**"), as amended by (a) that certain First Amendment to Standard Form Office Lease dated as of April 27, 2015 (the "**First Amendment**"), by and between CSHV and Crystal, (b) that certain Second Amendment to Standard Form Office Lease dated as of June 9, 2016 (the "**Second Amendment**"), by and between CSHV and Crystal, (c) that certain Third Amendment to Standard Form Office Lease dated as of September 7, 2017 (the "**Third Amendment**"), by and between CSHV and Crystal, (d) that certain Fourth Amendment to Standard Form Office Lease dated as of May 14, 2021 (the "**Fourth Amendment**"), by and between CSHV and Crystal, (e) that certain Consent to Sublease dated as of February 20, 2018 (the "**First Consent**"), by and among CSHV, Crystal, and Tribune Interactive, LLC, a Delaware limited liability company ("**First Subtenant**") (which First Consent provided for CSHV's consent to that certain Sublease dated as of February 20, 2018 (the "**First Sublease**") in accordance with, and subject to, the terms of such First Consent), and (f) that certain Consent to Sublease dated as of November 4, 2020 (the "**Second Consent**" and, together with the Original Lease, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the First Consent, collectively, the "**Lease**"), by and among CSHV, Crystal, and Oak View Group, LLC, a Delaware limited liability company ("**Second Subtenant**") (which Second Consent provided for Landlord's consent to that certain Sublease dated as of November 4, 2020 (the "**Second Sublease**") in accordance with, and subject to, the terms of such Second Consent), for the lease of certain premises (the "**Premises**") consisting of approximately 35,920 rentable square feet in that certain building (the "**Building**") with an address of 11755 Wilshire Boulevard, Los Angeles, California. 90025. commonly known and identified as 11755 Wilshire, as follows: (i) approximately 17,960 rentable square feet known as Suite 800 ("**Suite 800**") and comprising the eighth (8th) floor of the Building, and (ii) approximately 17,960 rentable square feet known as Suite 900 ("**Suite 900**") and comprising the ninth (9th) floor of the Building, all as more particularly described in the Lease;

WHEREAS, as security for the Lease, Crystal pledged a cash security deposit in the amount of \$126,542.12 (the "**Security Deposit**"). As additional security for the Lease, a Letter of Credit (the "**Letter of Credit**") was issued to CSHV as beneficiary, which pursuant to the Fourth Amendment was reduced to \$4,800,000;

WHEREAS, on or around February 7, 2022, CSHV delivered written notice of default under the Lease due to Crystal's failure to pay rent thereunder when due;

WHEREAS, on February 11, 2022, Crystal filed a petition to commence an assignment for the benefit of creditors (the "ABC") in Miami-Dade County, Florida, pursuant to Florida law, and Mark Healy was thereby appointed as Crystal's assignee in case number 2022-002758-CA-0, to oversee collection of assets on behalf of Crystal's creditors. Mr. Healy stands in the shoes of Crystal for all intents and purposes here;

WHEREAS, on or around February 14, 2022, CSHV provided written notice that it was applying the Security Deposit against the unpaid rent obligations. On or around March 4, 2022, CSHV delivered to Crystal a notice advising Crystal that in accordance with California Civil Code Section 1951.2, CSHV considered the Premises to have been abandoned. Subsequently, CSHV drew down on the Letter of Credit, receiving the full \$4,800,000.00 face amount of the Letter of Credit;

WHEREAS, on or around March 24, 2023, Healy caused Crystal to commence the action styled Mark C. Healy v. CSHV Wilshire Landmark, Case No. 2023-013041-CA-01 (the "Lawsuit"), in the Circuit Court of The Eleventh Judicial Circuit in and for Miami-Dade County, Florida (the "Court") seeking, inter alia, to recover amounts drawn on the Letter of Credit; and

WHEREAS, the Parties have negotiated settlement of all claims, and have concluded that a settlement of all claims is in their collective best interests, rather than the costs of extensive litigation.

NOW THEREFORE, for and in consideration of the promises made herein, and other good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### AGREEMENT

1. Settlement Order and Settlement Payment.

a. Within three (3) days of the Effective Date, Crystal shall file a proposed Order Ratifying Settlement (the "Settlement Order") with the Court.

b. On the later of January 31, 2024, and three (3) days after the Court's entry of the Settlement Order, CSHV shall pay to Crystal the sum of \$2,413,755.12 (the "Settlement Payment").

c. Within three (3) days after its receipts of the Settlement Payment, Crystal shall file with the Court all pleadings necessary to dismiss the Lawsuit with Prejudice.

d. The Settlement Payment is intended by the Parties to constitute a full and final settlement of their mutual obligations under this agreement, and release.

2. **Release of CSHV.** Upon payment, in full, of the Settlement Payment, Crystal and its agents, representatives, contractors, servants, owners, officers, directors, shareholders, managers, operators, members, employees, attorneys, insurers, predecessors, successors, assigns, heirs and administrators, and each of their joint venture interests, subsidiaries, affiliates, divisions, agents, representatives, contractors, servants, owners, officers, directors, shareholders, managers, operators, members, employees, attorneys, insurers, predecessors, successors, assigns, heirs, and administrators (the “**Crystal Release Parties**”) release and forever discharge CSHV and its agents, representatives, contractors, servants, owners, officers, directors, shareholders, managers, operators, members, employees, attorneys, insurers, predecessors, successors, assigns, heirs and administrators, and each of their joint venture interests, subsidiaries, affiliates, divisions, agents, representatives, contractors, servants, owners, officers, directors, shareholders, managers, operators, members, employees, attorneys, insurers, predecessors, successors, assigns, heirs, and administrators (the “**CSHV Release Parties**”) of and from all manner of action and actions, cause and causes of action, suits, arbitrations, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, losses, injuries, judgments, executions, claims and demands whatsoever, whether now known, unknown, or hereafter discovered, asserted, or unasserted, fixed, or contingent, in law, equity, or admiralty, under the law of any jurisdiction, solely limited to those arising from, related to, or in any way connected to the Lease, the Building, the Premises, Suite 800, Suite 900, the First Sublease, the Second Sublease, the First Subtenant or the Second Subtenant.

3. **Release of Crystal.** On the Effective Date, the CSHV Release Parties release and forever discharge the Crystal Release Parties of and from all manner of action and actions, cause and causes of action, suits, arbitrations, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, losses, injuries, judgments, executions, claims and demands whatsoever, whether now known, unknown, or hereafter discovered, asserted, or unasserted, fixed, or contingent, in law, equity, or admiralty, under the law of any jurisdiction, solely limited to those arising from, related to, or in any way connected to the Lease, the Building, the Premises, Suite 800, Suite 900, the First Sublease, the Second Sublease, the First Subtenant or the Second Subtenant.

4. **Successors.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their successors, assigns, or legal representatives.

5. **Severability.** If any one or more of the provisions of this Agreement shall be deemed to be illegal or unenforceable, such illegality or unenforceability shall not affect any of the remaining legal and enforceable provisions hereof, which shall be construed as if such illegal or unenforceable provision or provisions had not been inserted.

6. **Court Approval.** The terms of the settlement contained within this Settlement Agreement are subject to Court approval in the ABC by an order of the Court authorizing Crystal to enter into and perform the terms of this Agreement being entered and becoming final and non-appealable. Crystal agrees to file such stipulations, dismissals and motions to compromise as required to obtain any such approvals.

7. **Denial by Court.** Should the Court decline to approve the settlement contained within this Agreement, this Agreement shall be null and void, shall not be admissible in any court proceeding for any purpose, and the agreement or the fact that the Parties entered into the Agreement shall not constitute evidence of the truth of any of the Parties' allegations or the admissibility of any evidence that may be offered by the Parties in any court proceeding. In such case, Healey shall be free to resume the Lawsuit.

8. **Drafting.** This Agreement shall be interpreted pursuant to the laws of the State of Florida and any claim to enforce any right or obligation hereunder shall be brought in Circuit Court of The Eleventh Judicial Circuit in and for Miami-Dade County, Florida. For purposes of construing any ambiguities in this Agreement, no Party shall be considered the drafter.

9. **No Amendments.** The Parties agree that this Agreement, contains all of the terms and conditions agreed to by the Parties hereto, and supersedes all prior negotiations, representations, and agreements, whether written or oral. This Agreement may not be altered, modified, or amended in any manner whatsoever except by written instrument signed by the Parties granting such modification, amendment, or waiver, and then such modification, amendment, or waiver shall be effective only in the specific instance and for the express purpose for which it was given.

10. **Counterparts.** The Parties agree that this Agreement may be executed in counterparts, and by facsimile, PDF file, or similar transmission, or DocuSign or similar electronic signature software, each of which shall be deemed an original as against the Party whose signature appears thereon, all of which shall together constitute one and the same instrument.

11. **Dispute Resolution.** This Agreement is governed by the laws of the State of Florida without regard to its choice of law provisions that could result in the application of any laws other than the State of Florida. Any action or proceeding brought to enforce this Agreement shall be brought only in the Court. The prevailing Party in any action brought to enforce the terms of this Agreement will be entitled to recover its costs associated therewith, including, without limitation, its reasonable attorneys' fees and disbursements, and expert witness fees and disbursements. The Parties hereby waive any right to a trial by jury in any dispute involving this Agreement.

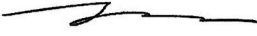
12. **Incorporation of Recitals.** The Recitals set forth in this Settlement Agreement are incorporated into this Settlement Agreement and are, and shall for all purposes be deemed to be, a part of this Settlement Agreement.

13. **Miscellaneous.** The Parties represent that they have voluntarily executed this document without any coercion. No promises have been made other than those contained in this Agreement. Each Party hereto agrees to bear its own fees, costs and expenses incurred in connection with the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have fully executed this Agreement on the date(s) set forth below.

CSHV WILSHIRE LANDMARK, LLC

MARK HEALY, as ASSIGNEE OF CRYSTAL CRUISES, LLC

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Printed Name: Amy Xu

Printed Name: Mark C. Healy

Title: Vice President

Title: Assignee

**EXHIBIT B**  
**(Proposed Order)**



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,

(Jointly Administered Cases)

To:

MARK C. HEALY,

Assignee.

---

MARK C. HEALY,

Plaintiff,

vs.

Supp. Proc. No. 2023-013041-CA-01

CSHV Wilshire Landmark, LLC

---

**ORDER GRANTING ASSIGNEE'S MOTION TO APPROVE SETTLEMENT AND  
RELEASE AGREEMENT WITH CSHV WILSHIRE LANDMARK, LLC**

**THIS MATTER** came before the Court for hearing on \_\_\_\_\_, 2024 on the *Assignee's Motion to Approve Settlement and Release Agreement with CSHV Wilshire Landmark, LLC* (the "Motion") filed on January 4, 2024 by 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”). The Court, having reviewed the Motion and the record in this case, finding that notice of the Motion was properly served on interested parties as required by Fla. Stat. § 727.111(4), noting that no objection to the Motion was filed by any party, finding that the relief requested in the Motion is in the best interests of the estates of the Assignors, and otherwise finding that good and sufficient cause exists for granting the relief set forth herein, does hereby **ORDER AND ADJUDGE** that:

1. All terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

2. The Motion is **GRANTED**.

3. The Settlement and all terms and conditions thereof are authorized and approved in all respects.

4. The Court shall retain jurisdiction to enforce this Order and the Settlement Agreement.

**DONE AND ORDERED** in Chambers at Miami-Dade County, Florida on \_\_\_\_\_, 2023.

---

Hon. Lisa A. Walsh  
CIRCUIT COURT JUDGE