

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO. CACE18018912 DIVISION 02 JUDGE John Bowman

**Haitham Alramli**

Plaintiff(s) / Petitioner(s)

v.

**Yacht Closer LLC, et al**

Defendant(s) / Respondent(s)

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**FINAL APPROVAL ORDER AND JUDGMENT AS TO SUPPLEMENTAL CLASS**

THIS CAUSE came before the Court Thursday, September 30, 2021, on the Motion for Entry of Final Approval of Class Settlement as to Supplemental Class between Plaintiff, Haitham Alramli, individually (“Class Representative”), on behalf of himself and all others similarly situated, and Defendants, Yacht Closer LLC and YachtCloser Financial LLC (collectively referred to as “YachtCloser”). Based on the record, the evidence and argument presented, the Court makes the following findings concerning the fairness, reasonableness, and adequacy of the settlement of this action:

A. After extensive motion practice, discovery and settlement discussions, the respective parties entered into a Class Action Settlement Agreement (“Initial Settlement Agreement”), which has previously been filed with the Court.

B. In its Order of Preliminary Approval, the Court preliminarily approved the Class Notice and found that both form and content of same satisfied the requirements of due process and Fla. R. Civ. P. 1.220.

C. Pursuant to the Preliminary Approval Order, YachtCloser provided the Class Administrator a class list (“Initial Class List”) for the purpose of providing notice to the Class Members.

D. The Initial Class List set forth the names of consumers for one hundred sixteen (116) transactions (“Initial Class Members”).

E. After the exclusion date, YachtCloser determined that one hundred two (102) additional transactions (“Supplemental Class List Transactions”) had occurred involving consumers (“Supplemental Class Members”) that

were not included in the Initial Class List.

F. Through a Supplemental Class Action Settlement Agreement, the Parties agreed to “true-up” the Initial Settlement Fund to provide for benefits for the Supplemental Class Members;

G. The Court finds that the Initial Class Members and Supplemental Class Members (collectively, “Class Members”) are receiving fair, reasonable and adequate Settlement Benefits pursuant to the Initial Settlement Agreement and Supplemental Class Action Settlement Agreement (collectively, “Settlement”).

H. In consideration for the settlement benefits, the Class Representative and Class Members have agreed that upon entry of a Final Approval Order they shall forever release, remise, acquit, satisfy, waive, and discharge YachtCloser and all other Released Persons (as defined in the Initial Settlement Agreement) from the Released Claims (as defined in the Initial Settlement Agreement).

J. In determining the adequacy of the proposed Settlement, the Court need not and does not decide the merits of the case. This Court has considered the submissions of the parties, which demonstrate a degree of uncertainty in the Class Representative prevailing in his claims. Given the factual and legal obstacles standing in the way of a full recovery if this case were litigated to conclusion, and the perils to maintain an action through final judgment or appeal, this Court finds that the Settlement provides for a reasonable and adequate recovery as fair to all Class Members. If this case were to proceed without settlement, the result of litigation would be complex, lengthy, and expensive. The Settlement eliminates a substantial risk that the Class Members would walk away empty-handed after trial.

K. Further, the Defendants have defended this action vigorously and has indicated that it would continue to do so, absent settlement. Because of resulting motion practice, trial and appeals, it would be a lengthy period before the Class Members would receive any recovery even if they were to prevail on the merits which would not produce a better recovery than they may have achieved in this Settlement.

L. The Parties negotiated the Settlement after a thorough review and analysis of legal issues involved for the several months after the filing of the lawsuit. This fact demonstrates that the Class Representative was sufficiently informed to negotiate, execute and recommend approval of the Settlement.

M. This Court may also consider the opinions of the participants, including Class Counsel. Class Counsel has considerable experience in the prosecution of large and complex consumer class actions. Class Counsel for Defendants is likewise experienced. This Court gives credence to the opinion of counsel, and based on its own independent review,

the Settlement is a beneficial resolution of the class action claims.

N. In addition to finding that the terms of the Settlement are fair, reasonable, and adequate, the Court must also determine whether it is fraud or collusion between the parties whether counsel negotiated the settlement terms. In this case, there is no suggestion of fraud or collusion between the parties. Furthermore, the terms of the Settlement make it clear of the process by which the settlement achieved is fair.

O. The Settlement negotiated by Class Counsel provides for a refund of a substantial portion of monies paid to YachtCloser as a commission from the transactions involving the respective Class Members.

P. The terms of the Settlement as well as the Exhibits thereto, are fully and finally approved, as fair, reasonable, and adequate as to, and in the best interest, the Class Representative and Class Members.

Q. Under the Supplemental Settlement Agreement, Class Counsel has requested the sum of Ten Thousand Dollars (\$10,000) ("Supplemental Attorney Fee and Cost Award") as and for reasonable attorney's fees and costs to Class Counsel. The requested Supplemental Attorney Fee and Cost Award to Class Counsel is fair and reasonable compensation to Class Counsel for work performed in connection with the Supplemental Class Settlement.

Based on the foregoing, it is ORDERED AND ADJUDGED that:

1. That the Motion for Final Approval of Class Action Settlement is and the same is hereby GRANTED.
2. That the parties are ordered and directed to comply with the terms and provisions of the Settlement for which the Court shall reserve jurisdiction to enforce.
3. Without limiting any terms of the Settlement, including the release of claims as set forth in full in the Settlement, it is hereby ordered and adjudged that the terms of the Settlement and of this Final Approval Order shall forever be binding upon, and shall have *res judicata* and preclusive effect, in any and all pending and future lawsuits maintained by the Class Representative and any and all other Class Members, as well as their heirs, executors, administrators, successors and assigns.
4. The Clerk is hereby directed to administratively close the file.

**DONE and ORDERED** in Chambers, at Broward County, Florida on 09-30-2021.

  
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Hon. John Bowman

**CIRCUIT JUDGE**

Electronically Signed by John Bowman

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