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ROBERT CREMA, ELAINA CREMA, :  
IRA WEISBERG, ROBERT WOERTZ, :  
ROBERT LAUER, PHYLLIS LAUER and :  
JAMES ALLES, individually and on behalf :  
of all others similarly situated, :

Plaintiffs, :

v. :

NEW JERSEY NATIONAL GOLF CLUB, :  
L.L.C., a New Jersey limited liability :  
company, EMPIRE GOLF :  
MANAGEMENT, LLC, an New York :  
limited liability company, PIERRE :  
BOHEMOND, an individual, RUDY :  
VIRGA, an individual, MARK UNGAR, an :  
individual, and JOHN/JANE DOES, :  
individuals, said names being fictitious, :

Defendants. :

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: SOMERSET COUNTY  
DOCKET NO. SOM-L-1433-17

Civil Action

CLASS ACTION

**FINAL JUDGMENT  
AND  
ORDER OF DISMISSAL**

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This matter having come before the Court for a Fairness Hearing (“Hearing”) on November 30, 2018, and now upon the application, jointly, of Plaintiffs, ROBERT CREMA, ELAINA CREMA, IRA WEISBERG, ROBERT WOERTZ, ROBERT LAUER, PHYLLIS LAUER, and

JAMES ALLES (“Plaintiffs”) and Defendants, New Jersey National Golf Club, LLC (“NJNGC”) and Empire Golf Management, LLC (“Empire”) (“Settling Defendants”), pursuant to Rule 4:32-2(e) to determine whether the Settlement Agreement between the Plaintiffs, individually and on behalf of the Settlement Class (the “Class”), is fair and reasonable and should be approved as being in the best interests of the Class, and for the purpose of determining attorneys’ fees and costs to be awarded; and

Notice of the Hearing, the Settlement, and application for attorneys’ fees and costs having been given to all members of the Class as directed by this Court’s Order of Apparent Merit and Other Relief entered on August 17, 2018, and proof of service of the Notice to the Members of the Class by Atticus Administration, LLC, the court-appointed Settlement Administrator, having been filed with the Court by Affidavits of Christopher Longley of Atticus Administration on September 21, 2018 and October 6, 2018; and

All persons present or represented at the Hearing, who requested to be heard pursuant to and in accordance with the Order of Apparent Merit and Other Relief, having been given an opportunity to be heard; and

Counsel for the Plaintiffs and the Settling Defendants having appeared in support of the Settlement; and

The Court having previously determined that this matter provisionally may be maintained as a class action; and

The Court having previously conditionally certified a Settlement Class defined as:

Any person or entity who paid NJNGC a membership joining fee, a portion of which was refundable upon resignation from NJNGC on the terms and conditions set forth in their respective membership agreements with NJNGC, their respective successors-in-interest, successors, predecessors-in-interest, predecessors, agents, representatives, trustees, executors, administrators, heirs, assigns or

transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them and which includes Former Member Class Members and Current Member Class Members identified herein (the “Class”)  
Excluded from this Class are any person, firm, trust, corporation, or other entity related to or affiliated with Defendants; and

Counsel for the Class having represented to the Court that in their opinion the Settlement is fair and reasonable and in the best interests of the Class; and

The Court having considered all documents filed in support of the Settlement, and having fully considered all the matters raised, all exhibits and affidavits filed, all evidence, argument or testimony received at the Hearing, all other papers and documents comprising the record here, and all oral argument presented to the Court and for the reasons set forth in this Court’s written opinion dated December 7, 2018;

IT IS on the 7 day of December, 2018 hereby ORDERED, ADJUDGED and DECREED that:

1. This Court has jurisdiction over the subject matter of this action and over all parties to this action, including all Members of the Class as that term is defined herein;
2. Individual notice by mail to Members of the Class constitutes full and adequate notice and is in full compliance with the requirements of Rule 4:32-4 and due process of law;
3. The Court finds that the Class possesses the necessary elements to be certified pursuant to Rule 4:32-1, including numerosity, common questions of fact and law, predominance of common questions of fact and law, typicality, superiority, and adequacy of representation; and that Plaintiffs are the proper Class Representatives, are adequate and the Class Representatives are typical of the class; and Class Counsel are found to be adequate; and resolution as a Class action is the superior method of proceeding, accordingly, the Class is hereby CERTIFIED as aforestated;

4. The Court finds that the Settlement and the Settlement Agreement are the product of arm's-length negotiations between the Plaintiffs and the Settling Defendants, and that the terms thereof are fair and reasonable, and in the best interests of the Class and are therefore approved and incorporated herein by the Court;
5. The Settlement and Settlement Agreement shall be implemented and consummated in accordance with the terms of the Settlement Agreement;
6. This action and any claim that the Class or any Member of the Class had or currently has or may have by reason of, or arising out of, or relating to any of the facts, transactions, or conduct, actual or purported, alleged or which could have been alleged, in this action arising out of any right to a refund of the Membership Deposit or of any part thereof, under their respective membership agreements with NJNGC excepting only any express continuing obligations under the Settlement and continuing obligations by NJNGC to its current members under their respective membership agreements other than with respect to the Membership Deposit, but including and not limited to all claims of the Plaintiffs or Class Action asserted herein are DISMISSED, on the merits, with prejudice and without costs, as to the Class and any Member of the Class;
7. All Members of the Class and each of them (excluding Members who have excluded themselves from the Class pursuant to the Order of Apparent Merit and Other Relief) are PERMANENTLY BARRED and ENJOINED from instituting or prosecuting either directly or indirectly, any claim that the Class or any Member of the Class had, or currently has, or may have by reason of, or arising out of, or relating to any of the facts, transactions, or conduct, actual or purported, alleged or which could have been alleged in this action, arising out of any right to a refund of the Deposit or any part thereof, under their

Membership Agreement with NJNGC, including, but not limited to any and all claims against the Settling Defendants and/or any of their and all of their respective principals, representatives, affiliates, and attorneys, in their representative capacities or roles with the Settling Defendants and each of their respective successors and assigns, including, but not limited to assignees of NJNGC or Empire or the proceeds thereof, regarding the Membership Agreements entered into by the Class Members with NJNGC, except that all parties who are subject to the terms of the Settlement have the right to enforce the terms thereof and all current members of NJNGC have a right to enforce continuing obligations of NJNGC to them under their respective membership agreements other than with respect to their respective Membership Deposits.

8. The Settling Defendants are permanently BARRED and ENJOINED from instituting or prosecuting, either directly or indirectly any claim for damages or injunctive relief that they and/or any of their subsidiaries, parents, affiliates, predecessors, successors, assigns, officers, directors, employees, shareholders, agents and past or future assignees including, but not limited to assignees of NJNGC and Empire or the proceeds thereof, ever had, now has, or hereafter can, shall, or may have against Plaintiffs or Members of the Class and their respective principals, representatives, affiliates, successors, assigns and attorneys, by reason of, or arising out of or relating to any of the facts, transactions, actions or conduct, actual or purported, alleged in the Second Amended Complaint, including, but not limited to any and all claims regarding Membership Agreements entered into between any Member of the Class and NJNGC for the membership of the Class Member or the demand for a refund, except that all parties retain the right to enforce the terms of the Settlement Agreement (“Settled Defendants’ Claims”).

9. It is expressly determined, within the meaning of the New Jersey Rules of Court, that there is no just reason for delay and the entry of this Judgment expressly is hereby directed. In the event that this Judgment is appealed, its mandate will automatically be stayed until and unless the Judgment is affirmed in its entirety by the Court of last resort to which such appeal(s) has (have) been taken and such affirmance is no longer subject to further appeal or review.
10. This Final Judgment and Order of Dismissal is final for purposes of appeal and may be appealed, and the Clerk is hereby directed to enter Judgment thereon.
11. The Court hereby awards to Class Counsel attorneys' fees and reimbursement of expenses in the amount of 22% of the amount of the settlement, which is agreed by all counsel to be \$455,250.68 plus expenses of \$2,214.05, which attorneys' fees and expenses are deemed to be fair and reasonable, and the Settling Defendants shall cause such attorneys' fees and expenses to be paid in accordance with the terms of the Settlement Agreement.
12. Any and all objections to the Settlement and the Settlement Agreement are overruled as being without merit.
13. Jurisdiction is hereby reserved by the Court over the consummation of the Settlement in accordance with the Settlement Agreement.
14. In the event that the Settlement does not become effective in accordance with the terms of the Settlement Agreement, then this Judgment shall be rendered null and void and be vacated and the Settlement Agreement and all Orders entered in connection therewith shall be rendered null and void.

15. Class Counsel shall serve a copy of this Order on all named parties and all parties that have entered an appearance in this matter, or their counsel, within seven days of receipt.

/S/ YOLANDA CICCONE, A.J.S.C.  
HON. YOLANDA CICCONE, A.J.S.C.  
Judge of the Superior Court

APPROVED AS TO FORM AND ENTRY:

WEINER LAW GROUP LLP

By: \_\_\_\_\_  
Clark E. Alpert, Esq.  
*Attorneys for Defendants*  
*NJNGC and EMPIRE*

LAW OFFICES OF ROBERT S. DOWD, JR., LLC

By: \_\_\_\_\_  
Robert S. Dowd, Jr., Esq.  
*Class Counsel*

KANTROWITZ, GOLDHAMER &  
GRAIFMAN, P.C.

By: \_\_\_\_\_  
Gary S. Graifman, Esq.  
*Class Counsel*

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**SUPERIOR COURT OF NEW JERSEY**  
**SOMERSET, HUNTERDON & WARREN COUNTIES**  
**VICINAGE 13**

**YOLANDA CICCONE**  
ASSIGNMENT JUDGE



SOMERSET COUNTY COURT HOUSE  
P.O. BOX 3000  
SOMERVILLE, NEW JERSEY 08876  
(908) 231-7069

December 7, 2018

Robert S. Dowd, Esq.  
Gary S. Graifman, Esq.  
Clark E. Alpert, Esq.  
Paul Ursino, Esq.

**RE:** Crema v. New Jersey National Golf Club, LLC  
**Docket No.:** SOM-L-1433-17

Dear Counsel,

This letter consists of the Court's Opinion on the final approval of the Settlement.

This case arises from an allegation that Defendants, New Jersey National Golf Club, L.L.C. ("NJNGC"), in collusion with its affiliate Empire Golf Management, LLC ("Empire") failed to return the refundable deposits of golf membership joining fees that NJNGC owed to its members upon their resignation from NJNGC.

On November 30, 2018, this Court held a hearing on the final approval of the Settlement reached between the parties in this case. Three members of the class objected: Frederick Hepper, Stephen Woolford, and Frank Chaffiotte. The objectors' main arguments are that there is no suggestion that NJNGC does not owe the deposits to its current and former members and "the risk of the class not prevailing is low." They further argue that there are questions about whether NJNGC's finances have been fully vetted. Finally, the objectors submit that the Settlement is not fair to current members of the golf course and that the release language is too broad.

Pursuant to R. 4:32-2, the Court may approve a settlement, voluntary dismissal, or compromise only after a hearing and on finding that it is fair, reasonable, and adequate. R. 4:32-2(e)(2). The purpose of these requirements is to protect class members from a settlement which is not in their best interests. Chattin v. Cape May Greene, Inc., 216 N.J. Super. 618, 627 (App. Div. 1987). The Court has broad discretion to approve class action settlements, but such discretion is guided by several principles. First, Plaintiff avers that the law encourages settlements, particularly in class



action cases. “The law favors settlement, particularly in class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation.” Hawker v. Consovoy, 198 F.R.D. 619, 627 (D.N.J. 2001). The relevant consideration in evaluating a proposed class action settlement, Plaintiff avers, is whether that settlement falls within the broad range of reasonable resolutions that experienced counsel could justifiably accept in light of the risks of litigation. Despite any objections by some Class Members to the settlement, it should be approved if it is objectively fair, reasonable, and adequate. City of Paterson v. Paterson Gen. Hosp., 104 N.J. Super. 472, 475-476 (App. Div. 1969).

Next, Plaintiff contends that the judgment of experienced counsel for the parties that a proposed settlement is fair, reasonable, and adequate should be highly persuasive to the Court. See e.g., Varacallo v. Mass Mut. Life Ins. Co., 226 F.R.D. 207, 240 (D.N.J. 2005) (“Class Counsel’s approval of the Settlement also weighs in favor of the Settlement’s fairness”). Settlement is a compromise. Klein v. O’Neal, Inc., 705 F. Supp. 2d 632, 649 (N.D. Tex. 2010). A settlement “is by nature a compromise between the maximum possible recovery and the inherent risks of litigation.” In re Warfarin, 212 F.R.D. 231, 258 (D. Del. 2002). Again, the issue is “whether the settlement is adequate and reasonable, not whether one could conceive of a better settlement.” In re Prudential Ins. Co., 962 F.Supp. 572, 534 (D.N.J. 1997).

The Court is persuaded by the Movants’ well-reasoned arguments. The Court finds that the proposed settlement is fair and reasonable. The Court agrees with the Movants’ various arguments presented through the papers as well as through oral argument that this settlement is fair for all parties involved. Particularly, the Court agrees that the expense and risk of litigation would weigh heavily in favor of this settlement. The current and former members will receive a significant amount of money and will not be further delayed by protracted litigation. The settlement is also fair for the Defendants as this settlement will permit them to remain economically viable. Additionally, a significant majority of the Class members have consented to the Settlement. While the Court appreciates the objections heard at Oral Argument, the Court is still inclined to agree with the proponents that, ultimately, the settlement is fair and reasonable for all parties.

Therefore, the Court approves this settlement.

Very Truly Yours

/S/ YOLANDA CICCONE, A.J.S.C.  
HON. YOLANDA CICCONE, A.J.S.C.