

IN THE CHANCERY COURT FOR CAMPBELL COUNTY, TENNESSEE

DANIEL VALLE, <i>et al</i> ,)	
)	
Plaintiffs,)	
)	
vs.)	No. 7CH1-2019-CV-237
)	
FIELDS DEVELOPMENT COMPANY,)	Notice of Entry Requested
INC., <i>et al</i> ,)	
)	
Defendants.)	

**AGREED ORDER APPROVING
SETTLEMENT AGREEMENT**

Come now the Parties, by and through their undersigned counsel, and announce to the Court that all issues between the Parties were settled at a recent mediation. The terms of the settlement are detailed in a “Mediation Settlement Agreement” (“the Agreement”), a copy of which is attached to this Order as **Exhibit A** and incorporated herein by reference. Pursuant to Tennessee Code Annotated § 48-56-401(d), the Court having reviewed the Agreement finds that the Agreement should be and is approved. The Court’s approval is based upon the following grounds:

1. The Court ordered the parties to engage in mediation in a hearing that occurred on June 12, 2023.
2. The mediation occurred on June 29, 2023, and at the conclusion of the mediation, the parties executed the Agreement.
3. Pursuant to Tennessee Code Annotated, Section 48-56-401(d), a derivative action “may not be . . . settled without the court’s approval.”

4. The Agreement generally provides that Defendants other than Deerfield Resort Homeowners Association, Inc. shall undertake certain actions including the payment of Plaintiffs' attorney's fees and conveyance of certain property to the Deerfield Resort Homeowners Association, Inc.

5. The undersigned parties wish to clarify to the Court and have approved by the Court the following language to replace the language in Paragraph 5 of the Agreement: "The parties each claim that the other parties or the HOA are owed monies for the operation of Deerfield Resort. The issue of whether any party owes or is owed monies for the operation of Deerfield Resort shall be submitted to the newly-elected Board of the Deerfield Resort Homeowners Association, Inc. for determination. Should the Board decline to make any determination on the issue, then the issue shall revert to mediation with Bill Vines. Should subsequent mediation prove unsuccessful, the parties agree to submit the issue to a judicial settlement conference. Should a judicial settlement conference be unsuccessful, then the parties reserve the right to assert their claims or defenses to the issue stated in this paragraph."

6. Based on the representations of counsel and the Court's own review of the terms of the Agreement and the clarification detailed in Paragraph 5 of this Order, the Court finds that the proposed settlement will not substantially affect the interest of the members of the Deerfield Resort Homeowners Association, Inc.

7. The Court further finds that the Agreement adequately addresses the issues and disputes that have been raised during the litigation in this matter, that it is fair and reasonable under the circumstances, that it adequately protects the interests of the unrepresented (non-party) members of the Deerfield Resort Homeowners Association, Inc., and likewise that it should be approved by the Court.

WHEREFORE PREMISES CONSIDERED, the Mediation Settlement Agreement is APPROVED. The sole remaining issues regarding the initial meeting and organization of the Deerfield Resort Homeowners Association, Inc., the election of the Board of Directors, the process for claims of monies owed to or by the Deerfield Resort Homeowners Association, Inc. in Paragraph 5 above, and court costs are reserved for future determination by the Court.

ENTERED this 27th day of December 2023.

Beth Boniface

Hon. BETH BONIFACE

APPROVED FOR ENTRY:

D. Scott Hurley

D. Scott Hurley, Esquire #11001
Ryan N. Shamblin, Esquire #022280
The Hurley Law Firm, P.C.
205 Mohican Street
Knoxville, Tennessee 37919
(865) 523-1414
Attorneys for Plaintiffs

Preston A. Hawkins

Preston A. Hawkins, Esquire #022117
LEWIS THOMASON, P.C.
Attorney for Defendants
P.O. Box 2425
Knoxville, Tennessee 37901
(865) 546-4646
Attorneys for Defendants

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been served on the following counsel of record in the manner of service indicated below:

<input type="checkbox"/> Hand	H. Scott Reams, Esq.
<input type="checkbox"/> Mail	628 East Morris Boulevard
<input type="checkbox"/> Fax	Morristown, Tennessee 37813-
<input type="checkbox"/> FedEx	2349
<input checked="" type="checkbox"/> E-Mail	<u>hsreams@trthatty.com</u>

This 26th day of December 2023.

Preston A. Hawkins

Preston A. Hawkins, Esq.

Mediation Settlement Agreement

6/29/23

Valle et al. v. Fields Development Co, Inc. et al - Campbell Chancery Ct.
7 CH 1-2019-CV-237

The parties below agree as follows:

1) The Plaintiffs in attendance at mediation being the steering committee of Plaintiffs' derivative group, and the representatives of the Defendants, have reached the following agreement, subject to approval by the Board ("DRHOA") of Directors of Deerfield Resort Homeowners Association, Inc., to be elected and the Chancery Court of Campbell County, Tennessee. The provisions of Section 4 control as to the legal fee issue. ~~DRHOA~~

2) Defendants agree to convey the following parcels to the DRHOA, subject to final updated lots to be determined after discussions with the DRHOA Board:

a) swimming pool; with provisions for parking;

b) playground;

c) volleyball court;

d) tennis court;

e) guard station w/ modified entrance;

f) mail boxes;

g) all Deerfields roads;

h) air strip, provided that the to-be-elected Board is willing to accept same;

i) a permissive authorization for members of Deerfield Resort to use the dirt located at Deer Hill peninsula subject to mutual indemnification agreement with the DRHOA.

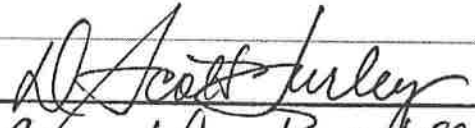
EXHIBIT

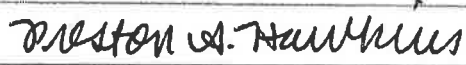
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- 3) All parties agree to pay any unpaid fees for Deerfield Resort for 2020-23 to the DPHOA within thirty (30) days of final approval.
- 4) Defendants agree to pay one hundred sixty thousand dollars in legal fees to plaintiffs if this settlement agreement is approved by the court. max
- 5) The parties claim that the other parties of the HOA is owed monies for the operation of Deerfield Resort. These issues shall be submitted to the newly-elected Board of DPHOA for determination. Should the Board decline to make a determination, these issues shall revert to mediation with Bill Vines. Should subsequent mediation prove unsuccessful, the parties to submit all issues to a judicial settlement conference. The parties reserve the right to assert any and all claims or defenses to the subject matter of the lawsuit. W
- 6) Mediation costs will be split 50/50 between the plaintiffs and defendants.
- 7) Confidentiality - the parties shall keep the terms of this settlement confidential and will reveal same only as required by law or as necessary for court approval, accounting, or reporting purposes.
- 8) The parties agree to sign a mutual release.

- 9) Subject to the provision of Section 1 of this agreement, the parties agree that the specific terms set out in this agreement are binding, even though the parties are unable to reach agreement on other terms.
- 10) Parties agree that until such times as this agreement is presented to the court, discovery shall be stayed with the exception of bank statement of Deerfield Resort for 2021-23.
- 11) In the event that the court approves this settlement, defendants shall pay the clerk's costs.
- 12) Paula Lejeune + Marc Lejeune agree that any usage of access onto Deerfield Resort from their private property behind the air strip shall be permanently restricted to themselves, their successors or assigns, guests of their single residential property.
- 13) This Agreement can be signed by counterparts, and facsimile and electric signature shall be fully effective and binding


Counsel for Plaintiffs


Counsel for Defendants

Plaintiffs:

- 1) Daryl
- 2) Georgia Sargent
- 3) Dr P. R. R.
- 4) Ally
- 5) Dr M
- 6) Christ Kelly
- 7)
- 8)

Laymond ~~Scott~~ 6/29/2023

Wm. Johnson 6.29.23

Paula Dejeune 6/29/23