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MICHAEL R. JEANES, Clerk  
By W. Tenover  
Deputy

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**THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
**IN AND FOR THE COUNTY OF MARICOPA**

NORMAN ZWICKY,

Plaintiff,

vs.

PREMIERE VACATION COLLECTION  
OWNERS ASSOCIATION, f.k.a. Premiere  
Vacation Club, an Arizona nonprofit  
corporation,

Defendant.

Case No. CV2015-051911

FINAL JUDGMENT

(ASSIGNED TO THE HONORABLE  
JOHN HANNAH)

Based on this Court's orders granting Plaintiff's Motion for Summary Judgment (and subsequent orders clarifying that order) and the Plaintiff's Motion for Modification of Protective Order and Order to Disclose Owners List, pursuant to A.R.S. sections 10-11602 and 33-2209 and the common law right of inspection,

1                   **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** Defendant Premier  
2 Vacation Collection Owners Association (“the Association”) shall produce copies of the  
3 following documents to Plaintiff through his counsel:

- 4           1. All Public Reports, timeshare plans, notifications of material change, or other  
5 documents filed with the Arizona Department of Real Estate relating to the  
6 Association.
- 7           2. All property management agreements between the Association and Diamond  
8 Resorts International or affiliates (hereinafter, collectively, “DRI”), and any  
9 amendments or modifications, and
- 10               a. Documents showing the management fees paid or owed to DRI by the  
11 Association for the years 2012, 2013, 2014 and 2015.
- 12               b. Documents showing the precise nature, description and amount of any  
13 “reimbursement of resort management and general and administrative  
14 expenses” paid or owed to DRI by the Association for the years 2012, 2013,  
15 2014 and 2015.
- 16           3. All property management agreements between DRI and each constituent Resort  
17 (the “Resorts”) of the Association, and any amendments or modifications, and
- 18               a. Documents showing the management fees paid or owed to DRI by the Resorts  
19 for the years 2012, 2013, 2014 and 2015.
- 20               b. Documents showing the precise nature, description and amount of any  
21 “reimbursement of resort management and general and administrative  
22 expenses” paid or owed to DRI by the Resorts for the years 2012, 2013, 2014  
23 and 2015.
- 24           4. Profit and Loss statements (or similar) for the Resorts for the years 2012, 2013,  
25 2014 and 2015, showing the revenues and expenses of the Resorts (whether or not  
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1 classified as common revenues or common expenses of the Resorts' owners  
2 association).

- 3 5. Profit and Loss statements (or similar) for the owners association ("HOA") of the  
4 Resorts for the years 2012, 2013, 2014 and 2015.
- 5 6. Annual budgets for the Association for the years 2012, 2013, 2014 and 2015.
- 6 7. Annual budgets for the HOA of the Resorts for the years 2012, 2013, 2014 and  
7 2015.
- 8 8. All documents showing room occupancy totals (measured by room-days or any  
9 similar measurement used by the Association or DRI) in the Resorts for the years  
10 2012, 2013, 2014 and 2015 for each of the following categories:  
11 a. Room rentals to the general public;  
12 b. Room rentals to members of a DRI collection other than the Association;  
13 c. Room rentals to non-DRI owners utilizing an "exchange" program such as  
14 RCI;  
15 d. Occupancy by Association members through the use of their "points."  
16 e. Unoccupied/vacant units.
- 17 9. All documents showing annual room rental revenues of the Resorts for the years  
18 2012, 2013, 2014 and 2015 for each of the following categories:  
19 a. Room rentals to the general public;  
20 b. Room rentals to members of a DRI collection other than the Association;  
21 c. Room rentals to non-DRI owners utilizing an "exchange" program such as  
22 RCI;  
23 d. Occupancy by Association members through the use of their "points."  
24 10. All documents relating to any sharing or allocation of any category or type of room  
25 rental revenues between DRI and the Association, or between DRI and the Resorts  
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1 HOAs, and any agreements or other documents specifying the same.

2 11. All documents showing the annual room rental costs or expenses of the Resort for  
3 the years 2012, 2013, 2014 and 2015, for each of the following categories:

- 4 a. Room rentals to the general public;
- 5 b. Room rentals to members of a DRI collection other than the Association  
6 through the use of their “points”;
- 7 c. Room rentals to non-DRI owners utilizing an “exchange” program such as  
8 RCI;
- 9 d. Occupancy by Association members through the use of their “points.”

10 12. All documents relating to any sharing or allocation of room rental costs and  
11 expenses between DRI and the Association (or between DRI and the Resorts  
12 HOAs), and any agreements or other documents specifying the same.

13 **IT IS FURTHER ORDERED** that the documents provided to Plaintiff shall not be  
14 disclosed to any person other than Plaintiff’s attorneys, accountants, or other consultants, or  
15 to persons similarly situated to Plaintiff that may in the future retain the services of  
16 Plaintiff’s counsel, except that Plaintiff or his attorneys may quote or refer to the  
17 information produced in connection with this litigation in a complaint or other court filing in  
18 the proposed class action litigation.

19 **IT IS FURTHER ORDERED** the foregoing protective order shall remain in effect  
20 until 60 days after the proposed class action lawsuit is filed in the District Court, and it shall  
21 then expire.

22 Nothing in this order shall be construed as any attempt to limit the independent power  
23 of the District Court to enter its own protective order upon appropriate motion in that court.  
24 Further, either party may apply to the District Court for further modification of the  
25 protective order prior to its expiration.



