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Superior Court of California  
County of Los Angeles

NOV 19 2019

Sherril R. Carter, Executive Officer/Clerk of Court  
By: [Signature], Deputy  
Lori M'Greene

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15 Attorneys for Plaintiff  
16 Gregory T. Anderson, on behalf of himself and all others similarly situated

17  
18 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
19 COUNTY OF LOS ANGELES, UNLIMITED JURISDICTION  
20

21 GREGORY T. ANDERSON,

22 Plaintiff,

23 vs.

24 SCOTT PROPERTIES GROUP, INC.,  
25 ROBERTO ALONZO, RFGF INC. DBA  
26 PRIME BUILDING SERVICES AND DOES 1  
27 THROUGH 25, INCLUSIVE,

28 Defendant.

CASE NO.: BC609933

CLASS ACTION

Assigned for All Purposes to:  
Hon. Carolyn B. Kuhl, Judge Presiding  
Department 12

~~[[PROPOSED]]~~ ORDER GRANTING  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
FINAL JUDGMENT

Date: November 19, 2019  
Time: 11:00 a.m.  
Dept.: 12

Action Filed: February 10, 2016  
Trial Date: Not yet set.

29 This action is pending before this Court as a class action preliminarily certified for  
30 settlement purposes (the "Civil Action"). The Parties' Joint Motion for Final Approval of Class  
31 Action Settlement came before this Court on November 19, 2019. The Court, having considered:  
32 the proposed Class Action Settlement Agreement and Release (hereinafter, the "Settlement

1 Agreement”); the Motion for Final Approval of Class Action Settlement filed by the Plaintiff, and  
2 the points and authorities and declarations submitted in support thereof; Settlement Class  
3 Counsel’s Application for Attorneys’ Fees and Reimbursement of Costs and the Settlement Class  
4 Representative’s Enhancement Award; and the Court having conducted a final approval hearing  
5 on November 19, 2019, in accordance with California Rules of Court §3.769(g); and good cause  
6 appearing, HEREBY ORDERS THE FOLLOWING:

- 7
- 8 1. This Order incorporates by reference the definitions in the Settlement Agreement, and all  
9 terms defined therein shall have the same meaning in this Order as set forth in the  
10 Settlement Agreement.
  - 11 2. The Court finds the requirements for class certification under section 382 of the *Code of*  
12 *Civil Procedure* satisfied for the reasons set forth in the Motion for Final Approval, and  
13 consistent with the reasons given in the Preliminary Approval Order dated June 28, 2019.  
14 For purposes of the Settlement, the Court finds that the proposed Class is sufficiently  
15 numerous and ascertainable, and that there is a sufficiently well-defined community of  
16 interest among the Class. The Court further finds that, for purposes of the Settlement, there  
17 are predominant common questions of fact or law, the Settlement Class Representative has  
18 claims typical of the Class, and the Settlement Class Representative and Settlement Class  
19 Counsel have adequately represented the Class. The Court further finds that the Settlement  
20 is a superior means of resolving the Class Members’ claims rather than individual suits.  
21 Therefore, for settlement purposes only, the Court grants final certification of the following  
22 “Class,” which is the same Class that was conditionally certified in the Preliminary  
23 Approval Order:

24 All tenants who resided at one of the properties managed by SCOTT PROPERTIES  
25 from 4 years before the filing of this LAWSUIT and up to and including June 20,  
26 2018, whose lease was terminated within that time period and their deposit had  
27 deductions other than for rent or utilities.

- 1 3. The Court reaffirms its appointment in the Preliminary Approval Order of Gregory T.  
2 Anderson as Settlement Class Representative for settlement purposes only. The Court  
3 finds that the Settlement Class Representative has fairly and adequately represented the  
4 Class.
- 5 4. The Court reaffirms its appointment in the Preliminary Approval Order of Plaintiff's  
6 counsel, Joshua H. Haffner, Esq., Graham G. Lambert, Esq., and Alexander J. Perez, Esq.,  
7 as Settlement Class Counsel for settlement purposes only. The Court finds that Settlement  
8 Class Counsel has fairly and adequately represented the Class.
- 9 5. The Court reaffirms its appointment in the Preliminary Approval Order of CPT Group, Inc.  
10 as the Settlement Administrator.
- 11 6. The Court grants final approval of the Settlement Agreement as fair, adequate, and  
12 reasonable, and grants final approval of the terms of the Settlement Agreement. The Court  
13 has taken into account the strength of the plaintiff's case; the risk, expense, complexity,  
14 and likely duration of further litigation; the risk of maintaining class action status through  
15 trial; the amount offered in settlement; the stage of the proceedings; the experience and  
16 views of counsel; and the reaction of class members.
- 17 7. The Court hereby approves the compensation to the participating Settlement Class  
18 Members provided for in the Settlement Agreement. The settlement amount and terms are  
19 fair, adequate and reasonable as to all Settlement Class Members when balanced against  
20 the probable outcome of further litigation relating to class certification, liability and  
21 damages issues. The Settlement Class Members will receive the full amount that Travelers  
22 determined that they would have received had the Wildfire Sublimit Provision not been  
23 applied on their claim, and they each received substantial information regarding their  
24 proposed Individual Monetary Relief Amount in order to decide whether to remain in or  
25 opt out of the Settlement. The reaction of Class Members to the Settlement was positive,  
26 with no Class Members opting out, and no Class Members objecting to the Settlement. It  
27 further appears to the Court that settlement at this time will avoid substantial additional  
28 costs by all Parties, as well as avoid the delay and risks that would be presented by the

1 further prosecution of the Civil Action. It also appears that the Settlement has been reached  
2 as the result of intensive, serious and non-collusive, arms' length negotiations.

3 8. The Court finds that the Settlement Administrator has provided notice of the Settlement to  
4 the Class Members in accordance with the Settlement Agreement and the Preliminary  
5 Approval Order, though the mailing thereof of was delayed and an error in computing the  
6 individual awards occurred, as set forth in detail in the Declaration of Kelsey Skey. The  
7 Court finds that the Settlement Notice and accompanying documents (i) constituted the  
8 best practicable notice; (ii) were reasonably calculated to apprise Class Members of the  
9 pendency of the Action, their right to object to or exclude themselves from the Proposed  
10 Settlement and to appear at the Final Approval Hearing, and their right to seek monetary  
11 relief; (iii) constituted due, adequate, and sufficient notice to all Persons entitled to receive  
12 notice, (iv) that the delay in mailing the notice nevertheless provided proper notice given  
13 the request for exclusion and objection date was extended corresponding with the delay;  
14 and, (v) that the error in under-calculation of the of the award by 0.0055556% was  
15 de minimus and that the Settlement Administrator's proposal for including a notice advising  
16 of same with the settlement award checks in the correct amounts, is sufficiently curative.  
17 The Court finds and concludes that due and adequate notice of the pendency of this Action  
18 and of the Agreement has been provided to the Class Members, and the Court further finds  
19 and concludes that the Settlement Notice, accompanying documents and notice program  
20 described in the Preliminary Approval Order and completed by the Settlement  
21 Administrator complied fully with the requirements of California Rules of Court §§3.766  
22 and 3.769(f), and the requirements of due process under the California and United States  
23 Constitutions. The Court further finds that the Settlement Notice concisely and clearly  
24 stated in plain, easily understood language, among other things:

- 25 a. A brief explanation of the case, including the basic contentions or denials of the  
26 parties;
- 27 b. the definition of the Class certified;
- 28 c. that a Settlement Class Member may object to the Proposed Settlement;

- d. that a Settlement Class Member may move to intervene and participate in person or through counsel if he or she so desires;
- e. that the Court will exclude from the Settlement Class any Class Member who timely and properly requests exclusion, stating when and how members may elect to be excluded;
- f. an explanation of the proposed Settlement and procedures for Class Members to follow in filing written objections to it and in arranging to appear at the final approval hearing and state any objections to the proposed Settlement; and
- g. the binding effect of the class judgment on Settlement Class Members.

9. There were no requests for exclusion submitted by any Class Members, as confirmed by the Declaration Kelsey Skey. Therefore, all Class Members are adjudged to be members of the Settlement Class and are bound by this Final Order and Judgment and by the Settlement Agreement, including the Release provided for in the Settlement Agreement and this Final Order and Judgment. No Settlement Class Member submitted a timely objection to the Settlement by the deadline set forth in the Preliminary Approval Order. Settlement Class Members who did not timely object to the Settlement have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

10. Defendants and Cross-defendant are hereby directed to provide funding for, and the Settlement Administrator is directed to pay the Individual Monetary Relief Amounts to the Settlement Class Members within thirty (30) days following receipt of the funds, as set forth in the Settlement Agreement.

11. In the event that a check or draft issued to a Settlement Class Member is not negotiated within one-hundred and eighty days (180) days of the check or draft being mailed, the Settlement Class Member shall be deemed to have waived his or her entitlement to payment under the Settlement Agreement. Uncashed settlement checks, if any, will be applied to Class Counsel's costs, which will only be paid from uncashed settlement checks. If the amount of uncashed checks exceeds the awarded costs, those unclaimed and/or abandoned

1 funds will be remitted pursuant to Code of Civil Procedure § 384(b)(3) with 50% of the  
2 residual going to Tenant's Together, a California tenant advocacy organization. If the  
3 amount of uncashed checks is insufficient to pay class counsel's expenses, the remaining  
4 costs are waived; except that class counsel shall be responsible to pay the additional \$500  
5 in Settlement Administrator fees.

6 12. The Releasors (as defined in the Settlement Agreement) hereby release the Released  
7 Entities (as defined in the Settlement Agreement) from the Released Claims (as defined in  
8 the Settlement Agreement). Upon the Effective Date of the Settlement Agreement, the  
9 Released Entities shall be released and forever discharged from any Released Claims that  
10 any Releasor has or may have had. All Releasors covenant and agree that they shall not  
11 hereafter seek to establish liability against any Released Entity based, in whole or in part,  
12 on any of the Released Claims. Upon the Effective Date, all Releasors will be forever  
13 barred and enjoined from commencing, filing, initiating, instituting, prosecuting,  
14 maintaining, or consenting to any action against any Released Entity with respect to the  
15 Released Claims.

16 13. The Settlement Class Representative and all Settlement Class Members hereby expressly,  
17 knowingly, and voluntarily waive the provisions of any state, federal, municipal, local, or  
18 territorial law or statute providing in substance that releases shall not extend to claims,  
19 demands, injuries, and/or damages that are unknown or unsuspected to exist at the time a  
20 settlement agreement is executed and/or approved by a court. The Settlement Class  
21 Representative and all Settlement Class Members expressly acknowledge and assume all  
22 risk, chance, or hazard that the damage allegedly suffered may be different, or may become  
23 progressive, greater, or more extensive than is now known, anticipated, or expected.  
24 Furthermore, the Settlement Class Representative and all Settlement Class Members  
25 specifically release any right they may now or hereafter have to reform, rescind, modify,  
26 or set aside the Release or the Settlement Agreement through mutual or unilateral mistake  
27 or otherwise; and they assume the risk of such uncertainty and mistake in respect to the  
28 consideration herein mentioned and in respect to this being a final settlement.

1 14. Without limiting Paragraph 13 above, as to the Released Claims, all Releasors waive all  
2 rights and benefits afforded by section 1542 of the Civil Code of the State of California,  
3 and do so understanding the significance of that waiver. Section 1542 provides:

4 "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
5 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
6 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN  
7 BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER  
8 SETTLEMENT WITH THE DEBTOR."

9 Notwithstanding the provisions of section 1542, or any other law designed to prevent the  
10 waiver of unknown claims, and for the purpose of implementing a full and complete release  
11 and discharge of all Released Claims against all Released Entities, Releasors expressly  
12 acknowledge that the Settlement Agreement is intended to include in its effect, without  
13 limitation, all of the Released Claims that Releasors do not know or suspect to exist in their  
14 favor against the Released Entities, or any of them, at the time of execution of the  
15 Settlement Agreement, and that the Settlement Agreement extinguishes any such claims.

16 15. The Settlement Agreement, and any and all negotiations, documents and discussions  
17 associated with it, shall not be deemed or construed to be an admission or evidence of any  
18 violation of any statute or law, of any liability or wrongdoing by Defendants or Cross-  
19 defendant or of the truth of any of the claims or allegations contained in Complaint; and  
20 evidence thereof shall not be discoverable or used directly or indirectly by the Class or any  
21 third party, in any way for any purpose, except that the provisions of this Agreement may  
22 be used by the Parties to enforce its terms, whether in the Civil Action or in any other action  
23 or proceeding.

24 16. Pursuant to Settlement Class Counsel's Application for Attorneys' Fees and  
25 Reimbursement of Costs, the Court awards Settlement Class Counsel jointly the sums of  
26 \$25,000 in attorneys' fees and \$11,793.17 in costs. In addition, the Court awards the Class  
27 Representative the sum of \$2,500 as an Enhancement Award. The Court hereby finds that  
28 the attorneys' fees and costs are fair and reasonable, *and that the fees are* taking into account *the hours [the*

1 *appropriate in light of the benefit obtained for the*  
attorneys] had worked on the case, applicable hourly fees, the course of the pretrial  
*Class.*

2 litigation, and the potential recovery and litigation risks involved in the case ....” *Laffitte*

3 *v. Robert Half Int'l, Inc.*, 1 Cal. 5th 480, 485, 376 P.3d 672 (2016). The Court further finds

4 that the Enhancement Award is fair and reasonable considering the work performed by the

5 Settlement Class Representative in serving in that capacity. Defendants and Cross-

6 defendant shall pay the Attorneys’ Fee Award to Settlement Class Counsel and the

7 Enhancement Award to the Class Representative within 14 days after the date of this Order,

8 pursuant to the terms of the Settlement Agreement. *The Administrator's fee*

9 *of \$10,500.00 is approved subject to ¶ 11 hereof.*

10 17. Counsel for the parties are hereby authorized to utilize all reasonable procedures in

11 connection with the administration of the Settlement which are not materially inconsistent

with either this Order or the terms of the Settlement Agreement.

12 18. Without in any way affecting the finality of this Order and Final Judgment, this Court

13 retains jurisdiction to enforce the terms of this Order and Final Judgment pursuant to

14 California Rules of Court §3.769(h).

15 19. This Order and Final Judgment is a final order. The Clerk is directed to file this order as

16 the final judgment in this matter.

17 *20. A final report of the Administrator shall be filed by*  
**IT IS SO ORDERED.** *Aug. 6, 2020. If amounts are paid*

18  
19 DATED: Nov. 19, 2019

*Carolyn B. Kuhl*  
Hon. Carolyn B. Kuhl  
Judge of the Superior Court

20  
21  
22  
23 *to the cypres recipient,*  
24 *an amended judgment*  
25 *shall be filed as*  
26 *required by CCP 384.*  
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

I am employed in the county of San Francisco, State of California. I am over the age of 18 and not a party to the within action; my business address is 445 S. Figueroa Street, Suite 2325, Los Angeles, CA 90071.

On November 4, 2019, I served the foregoing document(s) described as

1. NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT
2. DECLARATION OF KELSEY SKEY ON BEHALF OF CPT GROUP, INC.
3. DECLARATION OF ALEXANDER J. PEREZ RE DELAY IN FILING MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT
4. [PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

on all interested parties in this action.

BY E-SERVICE (Pursuant to Court Order)

I transmitted a true and correct copy via E-service through CaseAnywhere (www.caseanywhere.com) of the document(s) listed above on this date, to the person(s) at the email address(es) set forth below:

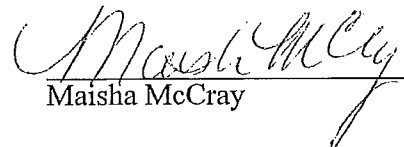
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Los Angeles, California 90017

*Attorneys for Defendants*

SCOTT PROPERTIES GROUP, INC. RFGF, INC., dba PRIME BUILDING SERVICES  
ROBERTO ALONZO

STATE: I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 4, 2019, at Los Angeles, California.

  
Maisha McCray