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JUAN NAVARRO on behalf of himself and others
11 similarly situated.

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**

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15 JUAN NAVARRO on behalf of himself and
others similarly situated.
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17 **PLAINTIFF,**
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19 vs.
L.A. SOUTHPARK HIGH-RISE, LP, a limited
partnership; and DOES 1 to 100, Inclusive.
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21 **DEFENDANTS.**

Case No.: BC683876

Assigned for all purposes to Hon. William F.
Highberger, Dept. 10

**JUDGMENT AND ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 The above captioned action is a putative class action lawsuit brought by Plaintiff Juan Navarro
2 (“Plaintiff”) against Defendant L.A. Southpark High-Rise, LP (“Defendant”) In the lawsuit, Plaintiff
3 alleged that Defendant failed to provide legally compliant itemized statements and improperly
4 withheld security deposits for tenants who moved out and had any portion of their security deposits
5 withheld for cleaning, repair, or late charges for rent (“Class Members”) during the Class Period
6 (November 17, 2013 to December 16, 2019).

7 Defendant denies all alleged wrongdoing, denies any liability to the Plaintiff, to members of
8 the putative class, and denies that Plaintiff’s claims are appropriate for class treatment.

9 On September 11, 2023, this Court entered an order granting preliminary approval of the class
10 action settlement, resulting in preliminary certification of the following class for settlement purposes
11 only: all persons who leased residential units from L.A. Southpark High-Rise, LP in California except
12 those who were evicted, at any time during the period of November 17, 2013, to December 16, 2019
13 who paid a security deposit to L.A. Southpark High-Rise, LP for a rental agreement for residential
14 property in California and had any portion of their security deposit withheld by L.A. Southpark High-
15 Rise, LP for cleaning, repair work, and/or late charges for rent.

16 The Court further directed the Plaintiff to provide notice to the class, which informed absent
17 class members about information about the settlement, including: (a) the proposed settlement, and the
18 settlement’s key terms; (b) the date, time and location of the Final Approval Hearing; (c) the right of
19 any Class Member to object to the proposed settlement, and an explanation of the procedures to
20 exercise that right; (d) the right of any class member to exclude themselves from the proposed
21 settlement, and an explanation of the procedures to exercise that right; and (e) an explanation of the
22 procedures for class members to participate in the proposed settlement.

23 The Court, upon notice having been given as required in the preliminary approval order, and
24 having considered the proposed settlement agreement as well as all papers filed, hereby ORDERS
25 AND ENTERS JUDGMENT AS FOLLOWS:

26 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
27 including all members of the settlement class.

1 2. The Court finds that the class is properly certified as a class for settlement purposes
2 only.

3 3. The notice provided to the class members conforms with the requirements of
4 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
5 of Court 3.766 and 3.769, the California and United States Constitutions, the Court's order granting
6 preliminary approval, and any other applicable law, and constitutes the best notice practicable under
7 the circumstances, by providing individual notice to all class members who could be identified
8 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
9 matters set forth therein to the other class members. The notice was adequate, fully satisfied the
10 requirements of due process, and was the best notice practicable under the circumstances.

11 4. The Court finds the settlement was entered into in good faith, that the settlement is
12 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
13 requirements for final approval of this class action settlement under California law, including the
14 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
15 3.769.

16 5. The Settlement Agreement is not an admission by Defendant, or by any other released
17 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
18 by Defendant or any other released party. Neither this Order and Judgment, the Settlement
19 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
20 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
21 concession, or liability whatsoever by or against Defendant or any of the other released parties.

22 6. No class members have objected to the settlement or requested exclusion.

23 7. On the first non-holiday within 15 calendar dates following the entry of this Judgment,
24 Defendant is directed to pay the Gross Settlement Amount as that term is defined in the Settlement
25 Agreement and pursuant to the terms of the Settlement Agreement.

26 8. In addition to any recovery that Plaintiff may receive under the Settlement, and in
27 recognition of the Plaintiff's efforts on behalf of the settlement class, the Court hereby approves the
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1 payment of an incentive award to the Plaintiff in the amount of \$7,500 payable from the Gross
2 Settlement Amount pursuant to the terms of the Settlement Agreement.

3 9. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
4 \$176,550, and the reimbursement of litigation expenses in the sum of \$27,000, both payable from the
5 Gross Settlement Amount and pursuant to the terms of the settlement agreement. Both are reasonable
6 amounts. The reasonableness of the fee award is determined based on a reasonable percentage of a
7 common fund obtained for the class. The court also has considered the lodestar amount. Awarding
8 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
9 obtained for the class.

10 10. The Court approves and orders payment in the amount of \$12,500 to CPT Group, Inc.
11 for performance of settlement administration services pursuant to the terms of the settlement
12 agreement. This amount will be payable from the Gross Settlement Amount and pursuant to the
13 terms of the Settlement Agreement.

14 11. The Court approves and orders funding of the settlement in compliance with the terms
15 of the settlement agreement, including the payment and disbursement schedule.

16 12. Following 180 days after the settlement administrator mails the individual settlement
17 payments to the Class Members; any monies and interest remaining from uncashed checks shall be
18 sent to the Controller of the State of California to be held in the class member's name until claimed
19 pursuant to the Unclaimed Property Law, Code Civ. Proc. §§1500.

20 13. Pursuant to California Rule of Court 3.769(g), the Court grants final approval of the
21 Settlement Agreement and declares, that the Settlement Agreement binding on Plaintiff, all Class
22 Members who have not opted out, all of whom will release the Released Parties from the released
23 claims as set forth by the approved settlement agreement.

24 14. This Court shall retain jurisdiction over all matters related to the administration and
25 consummation of the terms of this Settlement, over the enforcement, construction and interpretation
26 of this Agreement, over the enforcement, construction, and interpretation of the Final Judgment,
27 including, but not limited to, the provisions therein enjoining any further litigation of Released
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Claims, and over the Plaintiff and all Class Members (and their attorneys and law firms) in connection therewith.


15. The Plaintiff shall file a report for the settlement administrator by ~~FBI~~ ~~FCI~~, confirming the distribution of funds, indicating the total amount paid to the class members, confirming the distribution of funds, indicating the total amount paid to the class members and confirming that all funds, including uncashed funds, have been disbursed.

16. A non-appearance case review re Compliance with the Distribution is set for ~~FBI~~ ~~FCI~~ at J a.m./~~p.m.~~ in this department.

17. The Court hereby enters Judgment in the case, which will be res judicata as to the released claims of Plaintiff and Class Members.

IT IS SO ORDERED AND ADJUDGED.

Dated: 01/12/2024



Hon. William F. Highberger
Judge of the Superior Court