

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

FILED
SEP 1 2017
CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY _____ DEPUTY

JUSTIN REGEHR,
for himself and all
others similarly situated,

Plaintiff,

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V.

CIVIL ACTION NO. 1:15-cv-00501-SS

GREYSTAR MANAGEMENT
SERVICES, L.P., GREP GENERAL
PARTNER, LLC, GREYSTAR REAL
ESTATE PARTNERS, LLC, individually
and as successors in merger to Riverstone
Residential Group, SVF CANTEBREA, LP
D/B/A ALARA CANTEBREA CROSSING,
AND SVF CANTEBREA CORPORATION
D/B/A SVF CANTEBREA GP
CORPORATION,

Defendants.

~~[REDACTED]~~ **ORDER GRANTING FINAL APPROVAL OF**
CLASS ACTION SETTLEMENT

This matter came on for hearing on September 1, 2017 at 2:00 p.m. in Courtroom No. 2 of the United States Courthouse, 501 West 5th Street, Austin, Texas 78701. The Court has considered the Parties' Settlement Agreement, submitted May 2, 2017 (ECF 88-1, "Agreement"), the Order Granting Preliminary Approval of Class Action Settlement dated May 5, 2017 (ECF 91; "Preliminary Approval Order"), Order Granting Motion to Extend Deadline to Mail Notice dated June 14, 2017 (ECF 93), Class Counsel and Plaintiff's Unopposed Motion for Award of Attorney Fees, Expenses and Incentive Award to Class Representative, and Memorandum in Support dated August 4, 2017 (ECF 95) and exhibits thereto, the Order granting the Motion for Award of Fees, Expenses and Incentive Award dated August 15, 2017

(ECF 96), the Unopposed Motion for Final Approval of Class Action Settlement (ECF 97) and exhibits thereto, and other documents filed related to the Settlement, all matters raised and evidence presented at the time of the hearing, any objections or comments received regarding the Settlement, the record in the Action, and all oral arguments presented to the Court. Good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Order incorporates by reference the definitions in the Agreement, and all terms used herein shall have the same meanings as set forth in the Agreement.
2. The Court has jurisdiction over the subject matter of the Action and all Parties to the Action, including all Participating Class Members.
3. The Court approves the Settlement as set forth in the Agreement and finds that the Settlement is in all respects fair, reasonable, and adequate; meets all the requirements under FED. R. CIV. P. 23; and was reached in good faith following arms-length negotiations between the Parties.
4. The Agreement, this Order or any part of the Settlement are not admissions of liability or fault by Defendants or the Released Parties, or a finding of the validity of any claims in the Action or any wrongdoing or violation of law by Defendants or the Released Parties. Neither this Order, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding to establish any liability of, or admission by Defendants, the Released Parties, or any of them. Notwithstanding the foregoing, nothing in this Order shall be interpreted to prohibit the use of this Order in a proceeding to consummate or enforce the Agreement, this Order or to defend against the assertion of Released Claims in any other proceeding, or as otherwise required by law.

5. No valid objections to the Settlement and Agreement have been made. The one document purporting to be an objection submitted by Crystal Arthur did not comply with the Court's specific requirements to be valid, and, in any event, did not properly articulate any objection to the Agreement or relief provided. It is hereby stricken. Twenty-six valid requests for exclusion was submitted (ECF 94).

6. Pursuant to FED. R. CIV. P. 23(c), the Court certifies the following Settlement class:

- (a) All Leaseholders who were charged and paid one or more Disputed Fees.
- (b) The following persons are excluded from the Class:
 - (i) The judge(s) assigned to this case and his or her staff;
 - (ii) Governmental entities;
 - (iii) Employees of Greystar and its affiliates, including its wholly owned subsidiary, Riverstone.
 - (iv) Persons Adjudicated to be bankrupt;
 - (v) Persons who have previously released Defendants of the claims released by this case;
 - (vi) Persons who entered into leases at properties billed by Conservice, LLC d/b/a Conservice Utility Management and Billing.

7. Pursuant to Rule 23(c)(3), the Settlement class shall consist of all Class Members who did not timely and validly exclude themselves from the Settlement and are thereby bound by this Order. The evidence presented shows that there are twenty-six Class Members, identified in Ex. D to the Bertino Declaration, who excluded themselves from this Settlement and shall not be bound by any terms of the Agreement or this Order.

8. The Court finds that the requirements of FED. R. CIV. P. 23 have been satisfied.

9. The distribution of the Class Notice Forms constituted the best notice practicable under the circumstances, and fully satisfied the requirements of FED. R. CIV. P. 23, the requirements of due process, 28 U.S.C. §1715, and any other applicable law.

10. The Court approves Plaintiff Justin Regehr as the Class Representative.

11. In accordance with the terms of the Preliminary Approval Order and the Agreement, Defendants, not later than seven (7) days from the date of this order, shall cause to be deposited by wire transfer with the TPA class settlement funds totaling \$2,700,000, an amount sufficient to cover all payments to the TPA, attorneys' fees and expenses, the incentive award to the Plaintiff, and payments to the Participating Class Members. Payment to the TPA in the amount of \$262,500 is hereby authorized. Settlement checks shall be mailed to all Participating Class Members in accordance with the Agreement.

12. In accordance with the terms of the Preliminary Approval Order and the Agreement, and in accordance with the Court's prior order awarding the incentive award, an incentive award of \$10,000 is to be paid by the TPA by wire transfer to the law firm of Crowley Norman LLP for the benefit of Plaintiff Justin Regehr within three (3) business days of receipt of Settlement Funds from Defendants, which sum is appropriate in recognition of the time and effort spent by Plaintiff as the class representative and for serving the interests of the Class Members.

13. Having considered the factors set forth in Rule 23(g)(1), the Court finds that Class Counsel are properly appointed to represent the Participating Class Members and they have fairly and adequately represented the Class Members for purposes of entering into and implementing the Settlement.

14. In accordance with the terms of the Preliminary Approval Order and the Agreement, and in accordance with the Court's prior order awarding fees and expenses, an attorneys' fee and expense award of \$891,000 shall be paid to Class Counsel by the TPA by wire transfer to the law firm of Crowley Norman LLP within three (3) business days of receipt of Settlement Funds from Defendants, to compensate Class Counsel for the time and effort spent to investigate, file, litigate and settle the Action and the expenses expended on the case.

15. In accordance with the Agreement,

(a) the Plaintiff and all Participating Class Members are conclusively deemed to have acknowledged and agreed that the Released Claims include any and all claims, obligations, causes of action, actions, demands, rights, and liabilities of every kind, nature and description, including penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief under any state statute, federal statute or common law theory, whether known or unknown, whether anticipated or unanticipated, arising prior to the Final Approval Date, which were pled in the Action or could have been pled in the Action regarding or related to the Disputed Fees; and

(b) the Plaintiff is conclusively deemed to have acknowledged and agreed that the Released Claims as to Plaintiff include all claims, obligations, causes of action, actions, demands, rights, and liabilities of every kind, nature and description, including penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution and equitable relief under any state statute, federal statute or common law theory, whether known or unknown, whether anticipated or unanticipated, arising prior to the Final Approval Date.

16. Upon the Effective Date, Plaintiff and all Participating Class Members are permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claims against any and all Released Parties in any court or any forum.

17. The Court hereby dismisses with prejudice the Action, and all Released Claims against any and all Released Parties and without costs to any of the Parties as against the others.

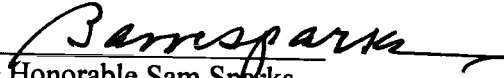
18. Without affecting the finality of this Order, the Court reserves jurisdiction over the implementation, administration and enforcement of the Settlement and this Order, and all matters ancillary thereto.

19. The Court finding that no reason exists for delay in ordering final approval pursuant to Federal Rules of Civil Procedure, the clerk is hereby directed to enter this Order forthwith. This Order is final for purposes of appeal.

20. The Parties are hereby authorized without needing further approval from the Court, to agree to and adopt such modifications and expansions of the Agreement, including without limitation, the forms to be used in the process of distributing settlement payments, which are consistent with this Order and do not limit the rights of Settlement Class Members under the Agreement.

21. All other relief not expressly granted to Plaintiff and all Participating Class Members is denied.

Signed on this 1st day of September 2017.


The Honorable Sam Sparks
United States District Judge