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CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

APR 11 2018

Attorneys for Plaintiff Bertha Presuel,
individually and on behalf of all others
similarly situated

Sherri R. Carter, Executive Officer/Clerk
By: Nancy Navarro, Deputy

RECEIVED
LOS ANGELES SUPERIOR COURT
MAR 23 2018
B. SMITH

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

BERTHA PRESUEL, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

TUTTLE FAMILY ENTERPRISES, INC.
dba PEERLESS BUILDING
MAINTENANCE CO., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: BC602416

[Assigned for all purposes to the Hon.
Maren E. Nelson, Dept. 307]

~~PROPOSED~~ JUDGMENT

Complaint Filed: November 25, 2015
Trial Date: None

[PROPOSED] JUDGMENT

On November 20, 2017, this Court issued an order granting preliminary approval of the proposed class action settlement between plaintiff Bertha Presuel (“Plaintiff”) and defendant Tuttle Family Enterprises, Inc. dba Peerless Building Maintenance Co. (“Defendant”). Due and adequate notice having been given to the Class, as defined below, and the Court having considered Plaintiff’s Notice of Motion and Motion for Final Approval of Class Action Settlement, the Declarations of Matthew J. Matern, Bertha Presuel, and Norman Alcantara, and all exhibits thereto, including the Stipulation of Class Action Settlement (“Stipulation”), any objections received regarding the proposed Settlement, and all papers filed and proceedings had herein, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Final Judgment, adopts all defined terms as set forth in the Stipulation filed in this Action.

2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the Class Members, and Defendants.

3. The Court finds that the Stipulation was made and entered into in good faith and hereby approves the settlement as fair, adequate and reasonable to all Class Members.

4. Solely for purposes of effectuating the settlement, this Court certifies a class defined as follows:

All persons employed by Defendant as non-exempt employees in the position of janitor in the State of California at any time from November 25, 2011 through May 23, 2017.

5. The notice provided to the Class Members conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein. The notice fully satisfies the requirements of due process.

1 6. The Court finds that no Class Members have requested for exclusion from the
2 Settlement.

3 7. The Court finds that no Class Members have objected to the Settlement.

4 8. Plaintiff and all Class Members shall have, by operation of this Judgment, fully,
5 finally, and forever released, relinquished, and discharged the Released Parties from the
6 following: any and all claims, demands, rights, liabilities, and/or causes of action, known and
7 unknown, that were pleaded or could have been pleaded based upon the factual allegations set
8 forth in the Complaint filed in this Action and arising at any time prior to August 31, 2017,
9 including claims for (1) failure to provide required meal periods; (2) failure to provide required
10 rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to
11 pay all wages due to discharged and quitting employees; (6) failure to furnish accurate itemized
12 wage statements; (7) failure to maintain required records; (8) failure to indemnify employees for
13 necessary expenditures incurred in discharge of duties; (9) unfair and unlawful business practices;
14 and (10) penalties pursuant to PAGA.

15 9. The Court finds the Maximum Settlement Amount, the Net Settlement Amount,
16 and the methodology used to calculate and pay each Participating Class Member's Individual
17 Settlement Award are fair and reasonable, and authorizes the Settlement Administrator to pay the
18 Individual Settlement Awards to Participating Class Members in accordance with the terms of the
19 Stipulation.

20 10. Pursuant to Code of Civil Procedure section 384, the Court finds that, due to the
21 estimated size of the Individual Settlement Awards, an alternative distribution of any unclaimed
22 funds would better serve the interests of the class. Accordingly, the Court approves the provision
23 in Paragraph 47.a.iv of the Stipulation which provides that the amount of any Individual
24 Settlement Payment checks which remain uncashed after 180 days from the date of the mailing of
25 the checks shall be paid over to the California Department of Industrial Relations Unclaimed
26 Wages Fund.

27 11. The Court finds that Class Counsel's request for attorneys' fees in the amount of
28 \$73,333.33, which is 33 1/3% of the Maximum Settlement Amount, is reasonable under the

1 common fund method. The Court finds that Class Counsel's request for attorneys' fees is also
2 reasonable under the lodestar method. The Court finds that the number of hours Class Counsel
3 spent prosecuting this Action is reasonable and Class Counsel's hourly rates are reasonable and in
4 line with rates prevailing in the community. The Court awards Class Counsel \$73,333.33 in
5 attorneys' fees to be paid from the Maximum Settlement Amount.

6 12. The Court finds that Class Counsel has incurred \$11,988.28 in costs and expenses.
7 Such costs and expenses were reasonably incurred in prosecuting this Action on behalf of the
8 Class. The Court awards Class Counsel \$11,988.28 in costs and expenses to be paid from the
9 Maximum Settlement Amount.

10 13. The Court hereby approves a Class Representative Award in the amount of
11 \$5,000.00 to Plaintiff for her service as class representative, to be paid from the Maximum
12 Settlement Amount.

13 14. The Court approves penalties under the Labor Code Private Attorneys General Act
14 of 2004, California Labor Code sections 2698, et seq. in the amount of \$5,000.00, of which
15 \$3,750.00 shall be paid from the Maximum Settlement Amount to the California Labor and
16 Workforce Development Agency for penalties and \$1,250.00 shall remain part of the Net
17 Settlement Amount and shall be distributed to Participating Class Members.

18 15. The Court approves Settlement Administration Costs in the amount of \$7,900.00
19 to be paid from the Maximum Settlement Amount.

20 16. This Judgment is intended to be a final disposition of the Action in its entirety and
21 is intended to be immediately appealable.

22 17. This Court shall retain jurisdiction with respect to all matters related to the
23 administration and consummation of the settlement, and any and all claims, asserted in, arising
24 out of, or related to the subject matter of the lawsuit, including but not limited to all matters
25 related to the settlement and the determination of all controversies relating thereto.

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IT IS SO ORDERED.

DATED: _____

HON. MAREN E. NELSON
JUDGE OF THE SUPERIOR COURT

Submitted By:

DATED: March 23, 2018

MATERN LAW GROUP, PC

By:



MATTHEW J. MATERN
LAUNA ADOLPH
DEANNA S. LEIFER
Attorneys for Plaintiff BERTHA PRESUEL,
individually and on behalf of all others similarly
situated

DATED: March ___, 2018

SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP

By:

GREGG A. FISCH
MICHAEL T. CAMPBELL
Attorneys for Defendant TUTTLE FAMILY
ENTERPRISES, INC. DBA PEERLESS
BUILDING MAINTENANCE, INC.

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IT IS SO ORDERED.

DATED: 4/11/18

Maren E. Nelson

HON. MAREN E. NELSON
JUDGE OF THE SUPERIOR COURT

Submitted By:

DATED: March __, 2018

MATERN LAW GROUP, PC

By:

MATTHEW J. MATERN
LAUNA ADOLPH
DEANNA S. LEIFER
Attorneys for Plaintiff BERTHA PRESUEL,
individually and on behalf of all others similarly
situated

DATED: March 23, 2018

SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP

By:

Gregg A. Fisch
GREGG A. FISCH
MICHAEL T. CAMPBELL
Attorneys for Defendant TUTTLE FAMILY
ENTERPRISES, INC. DBA PEERLESS
BUILDING MAINTENANCE, INC.

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266.

On March 23, 2018, I served the following document or documents:

JOINT STIPULATION TO CONTINUE THE DEADLINE FOR PLAINTIFF TO FILE A MOTION FOR CLASS CERTIFICATION; [PROPOSED] ORDER

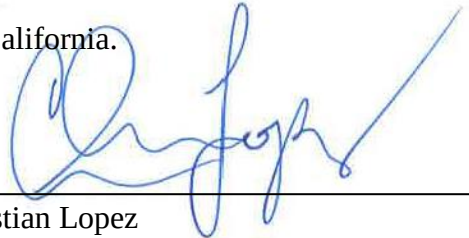
☒ **By electronic service (via electronic filing service provider).** I electronically transmitted the document(s) listed above to Case Anywhere, an electronic filing service provider, at www.caseanywhere.com pursuant to the Court's Order Authorizing Electronic Service in the matter of *Presuel, et al. v. Tuttle Family Enterprises, Inc. dba Peerless Building Maintenance, Inc.* LASC Case No. BC602416 mandating electronic service. The transmission(s) was reported as complete and without error to the addresses as stated on the service list.

Gregg A. Fisch, Esq.
(gfisch@sheppardmullin.com)
Michael T. Campbell, Esq.
(mcampbell@sheppardmullin.com)
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HAMPTON LLP**
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Facsimile: (310) 228-3701

Attorneys for Defendant
TUTTLE FAMILY ENTERPRISES, INC. dba
PEERLESS BUILDING MAINTENANCE, INC.

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

Executed on March 23, 2018, at Manhattan Beach, California.


Christian Lopez