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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10 EMILEE COMEAU, an individual, individually
and on behalf of all employees similarly situated,

11 Plaintiff,

12 vs.

13 TMC AT WOLFE'S INC., a California
14 corporation; and DOES 1 to 100, Inclusive,

15 Defendants.
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FILED
Superior Court of California
County of Los Angeles

10/04/2024

David W. Slayton, Executive Officer / Clerk of Court

By: L. Ennis Deputy

Case No.: 20STCV04095

Assigned to the Hon. Stuart M. Rice

**[AMENDED PROPOSED] ORDER AND
JUDGMENT GRANTING MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Date: September 6, 2024

Time: 10:30 a.m.

Place: Department 1

Complaint Filed: January 31, 2020

Trial Date: None Set

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1 negotiations between the Parties; and that the terms of the settlement are in all respects fair, adequate, and
2 reasonable.

3 7. In so finding, the Court has considered all evidence presented, including evidence
4 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the
5 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
6 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
7 sufficient information about the nature and magnitude of the claims being settled, as well as the
8 impediments to recovery, to make an independent assessment of the reasonableness of the terms to which
9 the Parties have agreed.

10 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
11 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
12 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
13 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
14 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to
15 continue to litigate the case. Additionally, after considering the monetary recovery provided by the
16 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
17 provides Settlement Class Members with fair and adequate relief.

18 9. The Settlement Agreement is not an admission by Defendant or by any other Released
19 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
20 any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
21 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
22 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
23 whatsoever by or against Defendant or any of the other Released Parties.

24 10. The Court approves the \$200,000 gross settlement fund and the following payments from
25 the fund: (1) \$66,600 for attorneys' fees to Capstone Law APC and Quintilone & Associates; (2) \$93.47
26 in litigation costs to Capstone Law APC; (3) an enhancement payment in the amount of \$7,500 (reduced
27 from requested amount of \$10,000) to the class representative, Emilee Comeau; (4) \$3,750 (75% of \$5,000
28 PAGA penalty) to the LWDA; and (5) \$5,000 for settlement administration costs to ILYM Group, Inc.

1 The balance, \$117,056.53, will be allocated to Class Members for their respective shares of the class and
2 PAGA settlement funds (inclusive of employee and employer payroll taxes).

3 11. Because no Class Members requested exclusion, final approval shall be with respect to:
4 All individuals who are or were previously employed in California by Defendant TMC at Wolfe's Inc. in
5 a non-exempt position at any point from January 31, 2016, to February 1, 2022.

6 12. Plaintiff Emilee Comeau is an adequate and suitable representative and is hereby
7 appointed the Class Representative for the settlement class. The Court finds that Plaintiff's investment and
8 commitment to the litigation and its outcome ensured adequate and zealous advocacy for the settlement
9 class, and that her interests are aligned with those of the settlement class.

10 13. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of
11 \$7,500 for her service on behalf of the Settlement Class, and for agreeing to a general release of all claims
12 arising out of her employment with Defendant.

13 14. The Court finds that the attorneys at Capstone Law APC have the requisite qualifications,
14 experience, and skill to protect and advance the interests of the Settlement Class. The Court therefore finds
15 that counsel satisfy the professional and ethical obligations attendant to the position of Class Counsel, and
16 hereby appoints Capstone Law APC as counsel for the Settlement Class.

17 15. The settlement of civil penalties under PAGA in the amount of \$5,000 is hereby approved.
18 Seventy-Five Percent (75%), or \$3,750, shall be paid to the California Labor and Workforce Development
19 Agency. The remaining Twenty-Five Percent (25%), or \$1,250, will be paid to PAGA Representatives.

20 16. The Court hereby awards \$66,600 in attorneys' fees and \$93.47 in costs and expenses to
21 Quintilone & Associates and Capstone Law APC. The Court finds that the requested award of attorneys'
22 fees is reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund
23 created by the settlement. The award of attorneys' fees and costs will be divided as follows: (i) \$19,980 in
24 attorneys' fees and \$93.47 in litigation costs to Capstone Law APC; and (ii) \$46,620.00 in attorneys' fees
25 to Quintilone & Associates.

26 17. The Court approves settlement administration costs and expenses in the amount of \$5,000
27 to ILYM Group, Inc.

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1 18. All Settlement Class Members were given a full and fair opportunity to participate in the
2 Approval Hearing, and all members of the Settlement Class wishing to be heard have been heard.
3 Members of the Settlement Class also have had a full and fair opportunity to exclude themselves from the
4 proposed settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's
5 Order and Judgment shall be forever binding on all Participating Settlement Class Members. These
6 Participating Settlement Class Members have released and forever discharged the Released Parties from
7 any and all Released Claims during the Class Period:

8 All claims alleged in the First Amended Complaint, from January 31, 2016,
9 through February 1, 2022: (1) failure to pay overtime under The Fair Labor
10 Standards Act (FLSA) [29 USC §§ 206, 207]; (2) failure to pay split shift premium
11 pay; (3) failure to pay overtime compensation; (4) failure to provide meal periods;
12 (5) failure to provide rest periods; (6) failure to provide accurate itemized wage
13 statements; (7) failure to pay wages for hours worked; (8) failure to pay wages due
14 and payable twice monthly; (9) failure to pay wages upon termination of
15 employment; (10) Unlawful Competition and Unlawful Business Practices
16 Section 17200, *et seq.* and (11) violation of the California Labor Code, California
17 Private Attorneys' General Act 9 ("PAGA") (Lab. Code §2699, *et seq.*)

14 19. Additionally, all PAGA Representatives and the LWDA have released and forever
15 discharged the Released Parties from any and all claims encompassed by the PAGA Release during the
16 PAGA Period:

17 All claims for penalties that were brought based on the facts alleged in Plaintiffs
18 LWDA letter including: Labor Code 558, 1194, 1197, 1197.1 and 1198; paid
19 employees for less hours than they worked by requiring them to work overtime
20 and/or off the clock in violation of Labor Code 510, 1194 and 1198; failed to
21 provide meal periods or compensation in lieu thereof in violation of Labor Code
22 226.7 and 512; failed to provide rest periods or compensation in lieu thereof in
23 violation of Labor Code 226.7 and 512; failed to provide accurate itemized wage
24 statements in violation of Labor Code 226; failed to maintain accurate payroll
25 records in violation of Labor Code 226; failed to pay split shift premium pay in
26 violation of Wage Order No. 5-2001 ; failed to pay wages of terminated or
27 resigned employees in violation of Labor Code 203; engaged in unlawful
28 competition in violation of Cal. Business & Professions Code 17000, *et seq.*; and
participated in unfair business practices in violation of Cal. Business & Professions
Code 17200, *et seq.*

25 20. Judgment in this matter is entered in accordance with the above findings. Without
26 affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the
27 above-captioned action and the parties under Cal. Civ. Proc. Code § 664.6, including all Participating
28 Settlement Members, for purposes of enforcing the terms of the Judgment entered herein.

1 21. Plaintiff shall file a declaration from the Settlement Administrator regarding the
2 completion of settlement administration activities no later than October 10, 2025. The Court sets a non-
3 appearance compliance hearing for November 4, 2025, at which time the Court will consider evidence that
4 the distribution process is complete and that a final accounting may be approved.

5 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**



A handwritten signature in black ink, appearing to read "Stuart M. Rice", is written over a horizontal line.

6
7 Dated: 10/04/2024

Stuart M. Rice / Judge

HON. STUART M. RICE
Los Angeles County Superior Court Judge

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **October 4, 2024**, I served the document described as: **[AMENDED PROPOSED] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

William DeClercq (SB: 240538)
william@declercqlaw.com
DECLERCQ LAW PC
445 S. Figueroa Street, Suite 3100
Los Angeles, CA 90071
Tel.: (404) 640-5924
Fax: (415) 851-8868

Attornerys for Defendant(s)
TMC AT WOLFE'S INC.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **October 4, 2024**, at Los Angeles, California.

Xochitl Tapia

Type/Print Name

Signature

