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Attorneys for Defendants TMC AT WOLFE'S, INC.

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

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

Plaintiffs,

vs.

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

Defendants.

Case No.: 20STCV04095

CLASS ACTION

Assigned for All Purposes To:
Honorable Daniel J. Buckley
Dept.:1

**STIPULATION AND AGREEMENT TO
SETTLE CLASS ACTION**

Complaint filed: January 31, 2020
First Amended Complaint filed: April 1, 2020
Trial Date: none set

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to California Code of Civil Procedure § 382, that the settlement of this Litigation
3 shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used
4 herein shall have the meanings set forth in Article I or elsewhere in this Stipulation and Agreement
5 to Settle Class Action.

6 This Agreement is made as of the date of the latest dated signature below by Defendants
7 TMC AT WOLFE'S INC., ("Defendant"), and Plaintiff EMILEE COMEAU and the individuals
8 collectively defined below as "Settlement Class Members" who do not timely request exclusion and
9 opt out of this Settlement.

10 The Parties agree that the Litigation shall be ended, settled, resolved, and concluded by
11 agreement of Defendants to pay the maximum total Settlement Sum of **Two Hundred Thousand**
12 **Dollars (\$200,000.00)**, as provided in Section III(E)(1) below, upon the terms and conditions of this
13 Agreement and for the consideration set forth herein, including but not limited to a release of claims
14 by Plaintiff and the Settlement Class Members who do not timely request exclusion and opt out of
15 this Settlement.

16 This is a common fund Settlement without reversion to Defendants, and all Settlement funds
17 remaining after all Court approved deductions from the Settlement Sum (the "Class Member
18 Settlement Fund") will be paid to the Participating Settlement Class Members.

19 **I. DEFINITIONS**

20 Unless otherwise defined herein, the following terms used in this Agreement shall have the
21 meanings ascribed to them as set forth below:

22 A. "Agreement," "Settlement Agreement," "Settlement," or "Stipulation and
23 Agreement" means this Stipulation and Agreement to Settle Class Action, including the attached
24 Exhibits.

25 B. "Class Period" shall mean any time between **January 31, 2016** through the date of
26 preliminary approval.

27 C. "Class Representative" or "Plaintiff" refers to Plaintiff **Emilee Comeau**.

28 D. "Covered Job Position" is any California non-exempt serving position, held at any

time from **January 31, 2016** through the date of preliminary approval.

E. “Court” means the **California Superior Court, Los Angeles County, Stanley Mosk Courthouse, 111 N. Hill Street, Los Angeles, CA 90012.**

F. “Defendant” refers to **TMC AT WOLFE’S INC.**

G. “Defense Counsel” or “Counsel for Defendant” is:

WILLIAM DECLERCQ (SBN 240538)
TAYLOR ENGLISH DUMA LLP
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LOS ANGELES, CALIFORNIA 90071
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H. “Effective Date” is the date on which all time limitations for filing an appeal from the Court’s Judgment and Final Order Approving Settlement of Class Action have expired without a notice of appeal having been timely filed under California Rules of Court 8.104, 8.108, and 8.60.

I. “Individual Payment Amount” is the amount of money, inclusive of any employee taxes withheld, that shall be paid to each Settlement Class Member who does not timely request exclusion and opt out of this Settlement (“Participating Settlement Class Members”). Individual Payment Amounts will be determined in accordance with Section III(E)(10) herein and may include other amounts as specified in this Agreement, including penalty amounts set forth in Section III(E)(6).

J. “Litigation” means the lawsuit entitled *Emilee Comeau, on behalf of herself and on behalf of a Class of all other persons similarly situated, v. TMC AT WOLFE’S INC., et al.*, Los Angeles Superior Court Case No. 20STCV04095.

K. “Parties” are Defendants, Plaintiff, and the Settlement Class Members who do not timely request exclusion and opt out of this Settlement.

L. “PAGA Representatives” means all persons who are employed or have been employed by Defendant in the State of California who, during the period July 12, 2018 to the Present have worked as non-exempt employees and who were subjected to Defendant’s alleged unlawful, unfair or fraudulent business acts or practices in the form of Labor Code violations regarding

1 overtime, meal periods, rest periods, expense reimbursement, wage statements, or minimum wages
2 and/or waiting time penalties.

3 M. "PAGA Payment" means the sum of six thousand, six hundred and sixty-seven
4 dollars (\$6,667), which shall be allocated from the Maximum Settlement Amount to pay all
5 applicable civil penalties under PAGA on behalf of the Class. Seventy-five percent (75%) of the
6 PAGA Payment, i.e. \$5,000.25, will be paid to the LWDA. The remaining twenty-five percent
7 (25%), i.e. \$1,666.75, will remain in the Net Settlement Amount for distribution to Participating
8 Class Members.

9 N. "Qualifying Work Week" refers to the number of weeks within the Class Period
10 wherein a Settlement Class Member held a Covered Job Position.

11 O. "Recovery" refers to the amount computed by the Settlement Administrator pursuant
12 to Section III(E)(10) to be recovered by Plaintiff and Participating Settlement Class Members who
13 do not timely request exclusion and opt out of this Settlement. Both Parties and their counsel
14 acknowledge that the Recovery cannot be calculated by the Settlement Administrator until after the
15 total number of Qualifying Work Weeks is determined after resolution of any disputes over the
16 number of the Qualifying Work Weeks worked by Settlement Class Members pursuant to Section
17 III(E)(11).

18 P. "Released Claims" means any and all claims alleged in the Complaint, from January
19 31, 2016, through the date of the Court's Preliminary Approval of the Settlement, including, but not
20 limited to: (1) failure to pay overtime under The Fair Labor Standards Act (FLSA) [29 USC §§ 206,
21 207]; (2) failure to pay split shift premium pay; (3) failure to pay overtime compensation; (4) failure
22 to provide meal periods; (5) failure to provide rest periods; (6) failure to provide accurate itemized
23 wage statements; (7) failure to pay wages for hours worked; (8) failure to pay wages due and payable
24 twice monthly; (9) failure to pay wages upon termination of employment; (10) Unlawful
25 Competition and Unlawful Business Practices Section 17200, *et seq.* and (11) violation of the
26 California Labor Code, California Private Attorneys' General Act ("PAGA") (Lab. Code §2699, *et*
27 *seq.*)

1 Q. "Released Parties" means Defendants and their past and present parents, subsidiaries,
2 related entities, affiliates, and the current and prior owners of **TMC AT WOLFE'S INC.**, and any
3 of these entities' respective past and present officers, directors, stockholders, agents, managers,
4 representatives, employees, insurers, co-insurers, reinsurers, attorneys, accountants, auditors,
5 advisors, representatives, consultants, pension and welfare benefit plans, plan fiduciaries,
6 administrators, trustees, partners, predecessors, successors and assigns, each of whom is an express
7 third-party beneficiary of this Stipulation.

8 R. "Service Award" is the amount that shall be paid to Plaintiff and Class Representative
9 Emilee Comeau pursuant to Section III(E)(4) below.

10 S. "Settlement Administrator" means **ILYM Group, Inc.**, which the Parties have
11 agreed will be responsible for the administration of the payments to be made by Defendants from
12 the Settlement Sum and related matters under this Agreement.

13 T. "Settlement Class" or "Settlement Class Members" means all individuals who are or
14 were previously employed (1) in California; (2) by Released Parties; (3) in a non-exempt service
15 position; (4) at any point from **January 31, 2016** through the date of preliminary approval; (5)
16 excluding any person who has previously signed a release of wage claims.

17 S. "Settlement Sum" means the maximum and all-inclusive Settlement Sum to be paid
18 by the Defendants, and shall be limited to a total of Two Hundred Thousand Dollars (**\$200,000.00**).
19 Pursuant to the terms of this Agreement, the entire Settlement Amount will be paid by Defendant
20 and no part of the Settlement Sum will revert to Defendant.

21 U. "Settlement Class Counsel" is:

22 Richard E. Quintilone II, Esq.
23 Jeffrey T. Green, Esq.
24 Kyle J. Gallego
25 QUINTILONE & ASSOCIATES
26 22974 El Toro Road, Suite 100
27 Lake Forest, CA 92630-4961
28 Telephone: (949) 458-9675; Facsimile: (949) 458-9679
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1 **II. BACKGROUND.**

2 A. On **January 31, 2020**, Emilee Comeau filed a lawsuit in the Superior Court, Los
3 Angeles County on behalf of herself and all other similarly situated individuals who are currently or
4 were employed by Defendants, within the applicable statute of limitations, as nonexempt hourly
5 employees who were allegedly not paid all regular and overtime wages due, not provided legally
6 compliant meal and rest periods, not furnished an accurate wage statement, and not paid all wages
7 due at the time of termination of employment. Plaintiff also alleged violation of the Business and
8 Professions Code § 17200 *et. seq.* On **April 1, 2020**, Plaintiff filed a First Amended Class Action
9 Complaint including a claim that Defendants violated Labor Code § 2698, *et seq.*

10 B. On or about **May 22, 2020**, Defendants filed their answer denying all material claims
11 and asserting various affirmative defenses. Thereafter, the Parties engaged in formal discovery
12 including the production of documents by Plaintiff. In preparation for mediation, the Parties also
13 exchanged informal discovery.

14 C. After the informal and formal discovery, the Parties attended a mediation on
15 **December 4, 2020** over Zoom call with mediator **Jill Sperber Esq.** The first day of mediation did
16 not result in a settlement After several settlement exchanges conducted informally over the following
17 months, the Parties reached this Settlement. The mediation and settlement negotiations included
18 discussion and examination of the Parties' respective positions regarding the legal and factual issues
19 pertaining to the claims asserted by Plaintiff.

20 D. Plaintiff and Settlement Class Counsel concluded, after taking into account the
21 sharply disputed factual and legal issues involved in this Litigation, the risks attendant to further
22 prosecution, the formal and informal discovery conducted to date, and the substantial benefits
23 received and to be received pursuant to the compromise and settlement of the Litigation, that
24 settlement on the terms hereinafter set forth was in the best interest of Plaintiff and the Settlement
25 Class.

26 E. Plaintiff and Settlement Class Counsel are mindful of the problems of proof they face,
27 many of which were discussed during the mediation session and settlement negotiations. As such,
28 Settlement Class Counsel believes that the Settlement reached is fair to the Settlement Class and

1 confers substantial benefits on the Settlement Class, offering all Settlement Class Members certain
2 and meaningful recoveries in the near term. Based on its evaluation, Settlement Class Counsel
3 determined that the Settlement set forth in this Agreement is in the best interest of Plaintiff and the
4 Settlement Class.

5 F. Similarly, Defendants and Defense Counsel concluded that there were benefits
6 associated with settling. Based on the sharply disputed factual and legal issues involved in the
7 Litigation, the risks attendant to further defense, the expense and burden of protracted litigation, and
8 Defendants' desire to put the controversy to rest, Defendants and Defense Counsel believe that
9 settlement on the terms hereinafter set forth is in Defendants' best interest.

10 G. This Settlement contemplates the (a) entry of a final order approving settlement of
11 class action; and (b) discharge of all Parties and their respective counsel from liability for any and
12 all of the Released Claims. The Judgment and Final Order will have the same effect for FLSA claim
13 purposes for Settlement Class Members who opt in pursuant to Section III(E)(13).

14 **III. PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF SETTLEMENT.**

15 The Parties and their respective counsel shall take all steps that may be requested by the
16 Court relating to the approval and implementation of this Agreement and shall otherwise use their
17 respective best efforts to obtain Court approval and implement this Agreement. The procedure for
18 obtaining Court approval of and implementing this Agreement shall be as follows:

19 A. Preliminary Approval.

20 Settlement Class Counsel will submit this Agreement to the Court for its preliminary
21 approval. The Court's preliminary approval of this Agreement shall be embodied in an Order
22 Granting Preliminary Approval of Class Action Settlement; Certification of the Settlement Class for
23 settlement purposes only, appointing Class Counsel for settlement purposes only; Setting Final
24 Fairness and Approval Hearing; and Providing for Notice of Class Action, Proposed Settlement,
25 Proposed Payment of Attorneys' Fees, and Fairness Hearing, in the form attached as **Exhibit A**
26 ("Order for Notice of Class Settlement").

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1 B. Notice to Settlement Class Members

2 The Settlement Administrator shall disseminate the Notice of Class Action, Proposed Class
3 Settlement, and Final Fairness and Approval Hearing, which the Parties will ask the Court to approve
4 in the form attached hereto as **Exhibit B** (“Notice of Class Settlement”), by giving notice by first-
5 class United States mail as described in Section III(B)(1).

6 1. Class Notice.

7 Notice shall be provided to Settlement Class Members in the following manner:

8 a. No later than **twenty (20) calendar days** after the Court’s Order for Notice
9 of Class Settlement has been received by Defense Counsel, Defendants will provide the Settlement
10 Administrator with a list of all Settlement Class Members (“Class List”). This Class List shall state
11 the social security numbers and the last known home address for each such Settlement Class
12 Member. The Class List shall also state the dates of employment worked by each such Settlement
13 Class Member during the Class Period in a Covered Job Position as indicated in Defendants’ records.

14 b. Within **seven (7) calendar days** of receipt of the Class List from Defendants,
15 the Settlement Administrator shall mail the Notice of Class Settlement by first-class United States
16 mail, postage prepaid, to the last known address of each Settlement Class Member, or, in the case of
17 Settlement Class Members known to be deceased, to the legal representative of the estate.

18 c. The Settlement Administrator shall mail with the Notice of Class Settlement
19 a Statement of Weeks Worked in the form attached hereto as **Exhibit C**. The Statement of Weeks
20 Worked will state the dates that the Settlement Class Member worked during the Class Period in a
21 Covered Job Position as indicated in Defendants’ records, as well as their estimated Individual
22 Payment Amount based on the formula set forth in Section III(E)(10) below.

23 d. With respect to those Settlement Class Members whose Notice of Class
24 Settlement is returned to the Settlement Administrator as undeliverable, the Settlement
25 Administrator shall promptly attempt to obtain a valid mailing address by use of the Equifax, NCOA
26 (“National Change of Address”) database search, and, if necessary, can perform a skip trace using
27 the Settlement Class Member’s Social Security Number to locate a valid mailing address. If another
28 address is identified, the Settlement Administrator shall immediately thereafter send the Notice of

1 Class Settlement, Request for Exclusion, and the Statement of Weeks Worked by mail to the new
2 address.

3 e. All costs of the Notice of Class Settlement, whether foreseen or not, shall be
4 paid from the Settlement Sum in accordance with Section III(E)(2) below.

5 2. Declaration of Compliance.

6 No later than **twenty-one (21) court days** before the Final Fairness and Approval Hearing,
7 the Settlement Administrator shall provide Defense Counsel and Settlement Class Counsel with a
8 declaration attesting to completion of the notice process (except for any ongoing attempt to obtain
9 valid mailing addresses for, and the re-sending of, any returned Notices of Class Settlement),
10 including the steps set forth in Section III(B)(1)(c)-(d) (“Declaration of Compliance”), which shall
11 be filed with the Court by Settlement Class Counsel with the final approval motion.

12 Compliance with the procedures described in this Section shall constitute due and sufficient
13 notice to Settlement Class Members of this proposed Settlement and the Final Fairness and Approval
14 Hearing, shall not be subject to objection or collateral attack by any person or entity, and shall satisfy
15 the requirement of due process. Nothing else shall be required of, or done by, the Parties, Settlement
16 Class Counsel, Defense Counsel, or the Settlement Administrator to provide notice of the proposed
17 Settlement and the Final Fairness and Approval Hearing.

18 C. Responses to Notice.

19 1. Requests for Exclusion from Class.

20 Any person who receives a Notice of Class Settlement may request to be excluded from the
21 Settlement Class by submitting a request for exclusion (“Request for Exclusion” or “Opt Out Form”)
22 in the form attached hereto as **Exhibit D**. Any such request must be made in accordance with the
23 terms set forth in the Notice of Class Settlement and will be timely only if postmarked no later than
24 **thirty (30) calendar days** after the mailing of the Notice of Class Settlement by the Settlement
25 Administrator, or if otherwise agreed by the Parties, through Settlement Class Counsel and Defense
26 Counsel, in writing. The same thirty-day period will apply for Class Members whose notice
27 packages were initially returned as undeliverable and are re-mailed by the Administrator to an
28 updated address discovered through skip-tracing.

1 2. Objections to Settlement.

2 Any Settlement Class Member wishing to object to the approval of this Settlement
3 ("Objecting Settlement Class Members") may inform the Settlement Administrator in writing, and
4 may do so by mailing, of his or her intent to object by following the procedure set forth in the Notice
5 of Class Settlement at least **ten (10) court days**, before the date of the Final Fairness and Approval
6 Hearing described in Section III(D) below. A Settlement Class member also has the right to appear
7 at the Final Fairness and Approval Hearing and voice any objections or concerns with the Settlement
8 to the Court.

9 3. Responses to Objections.

10 Counsel for the Parties shall file any response to the objections submitted by Objecting
11 Settlement Class Members at least **five (5) court days** before the date of the Final Fairness and
12 Approval Hearing, or at the Final Fairness and Approval Hearing if the Settlement Class Member
13 objects at the Final Fairness and Approval Hearing.

14 D. Final Fairness and Approval Hearing.

15 On the date set forth in the Order for Notice of Class Settlement, a Final Fairness and
16 Approval Hearing shall be held before the Court in order (1) to review this Agreement and determine
17 whether the Court should give it final approval; and (2) to consider any timely objections made
18 pursuant to Section III(C)(2) above and all responses by the Parties to such objections. At the Final
19 Fairness and Approval Hearing, the Parties shall ask the Court to give final approval to this
20 Agreement. If the Parties' request for final approval is granted, a Judgment and Final Order
21 Approving Settlement of Class Action substantially in the form attached hereto as **Exhibit E**
22 ("Judgment and Final Order") shall be entered in the Litigation. Within **two (2) calendar days** of
23 receipt of the Judgment and Final Order by Settlement Class Counsel, Settlement Class Counsel
24 shall furnish a copy of the Judgment and Final Order to the Settlement Administrator.

25 E. Settlement Payment Procedures.

26 1. Settlement Sum.

27 The maximum and all-inclusive Settlement Sum to be paid by the Defendants shall be limited
28 to a total of **Two Hundred Thousand Dollars (\$200,000.00)**. All amounts to be paid by Defendants

1 from the Settlement Sum shall be paid to a qualified settlement fund (“Qualified Settlement Fund”),
2 which shall be administered by the Settlement Administrator and held in an interest-bearing account
3 for the benefit of Settlement Class Members. All interest shall be the property of Settlement Class
4 Members. All amounts to be paid to anyone pursuant to this Agreement (“Settlement Amounts”)
5 shall be paid out of the Qualified Settlement Fund. Such Settlement Amounts shall include all
6 amounts to be paid to Plaintiff and Settlement Class Members who do not timely request exclusion
7 and opt out of this Settlement, as set forth in Sections III(E)(4)-(6) below; all amounts to be paid to
8 Settlement Class Counsel as Settlement Class Counsel’s Attorneys’ Fees, as set forth in Section
9 III(E)(3) below; all amounts to be paid to Settlement Class Counsel as Settlement Class Counsel’s
10 Litigation Costs, as set forth in Section III(E)(3) below; all amounts to be paid as a Service Award
11 to Plaintiff as set forth in Section III(E)(4); all amounts to be paid as Settlement Administration
12 Costs, as defined in Section III(E)(2) below; all amounts required to be withheld for payment of
13 federal, state and local payroll taxes (including any employee withholdings but not including
14 employer taxes) and any other payroll charges required to be paid or deposited with the pertinent
15 federal, state and local taxing agencies, with respect to the Settlement Class Members’ Individual
16 Payment Amounts, and the payment to the Labor Workforce Development Agency (“LWDA”) for
17 its portion of the amount paid to settle alleged PAGA claims, as set forth in Section III(E)(6) below,
18 and any other Settlement Amounts to be paid under this Agreement. All such Settlement Amounts
19 to be paid under this Agreement shall be paid from the Qualified Settlement Fund and Defendants
20 shall have no obligations under this Agreement beyond their obligation to make payments to the
21 Qualified Settlement Fund with the total of all such required payments by Defendants to the
22 Qualified Settlement Fund limited to the Settlement Sum. Defendants’ share of payroll taxes shall
23 be deducted from all wages paid out of the Settlement Sum.

24 Consistent with the terms of this Agreement, for the purposes of determining the Class
25 Member Settlement Fund, the Settlement Administrator shall first deduct the Settlement
26 Administrator Costs as described in Section III(E)(2), deduct the amount of Attorneys’ Fees and
27 Litigation Costs approved by the Court to Settlement Class Counsel as described in Section III(E)(3),
28 deduct the Service Award to Plaintiff as described in Section III(E)(4), and deduct the LWDA for

its portion of the amount paid to settle alleged PAGA claims as described in Section III(E)(6). Thereafter, once all disputes over the calculation of the Individual Payment Amounts have been resolved pursuant to Section III(E)(11), the Settlement Administrator shall pay the Individual Payment Amounts to Settlement Class Members who do not timely request exclusion and opt out of this Settlement as described in Section III(E)(5) below, less amounts which must be paid for the payroll taxes related to the payment of Settlement Class Members' Individual Payment Amounts. The amount of the Qualified Settlement Fund left after the deduction of Settlement Administrator Costs as described in Section III(E)(2), the amount of Attorneys' Fees and Litigation Costs approved by the Court to Settlement Class Counsel as described in Section III(E)(3), the Service Award to Plaintiff as described in Section III(E)(4), the amount paid to the LWDA to settle alleged PAGA claims as described in Section III(E)(6), and the payroll taxes related to the Settlement Class Members' Individual Payment Amounts, will constitute the "Class Member Settlement Fund" from which to pay Settlement Class Members. The Settlement Sum shall be paid monthly, commencing in June 2021, through November 2022 on or before the last day of each month, to the Settlement Administrator, who shall hold such funds in trust in an interest-bearing account, with any interest accrued to be paid to Settlement Class Members, according to the following payment schedule:

Payment Month	Amount
June 2021	\$40,000.00
July 2021	\$0.00
August 2021	\$0.00
September 2021	\$10,666.66
October 2021	\$10,666.66
November 2021	\$10,666.66
December 2021	\$10,666.66
January 2022	\$10,666.66
February 2022	\$10,666.66
March 2022	\$10,666.66
April 2022	\$10,666.66
May 2022	\$10,666.66
June 2022	\$10,666.66
July 2022	\$10,666.66

August 2022	\$10,666.66
September 2022	\$10,666.66
October 2022	\$10,666.66
November 2022	\$10,666.76
TOTAL	\$200,000.00

2. Settlement Administration Costs.

All costs of administering the Settlement, including but not limited to all tax obligations, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with preparing, translating, issuing and mailing any and all notices or reminders to Settlement Class Members; all costs and fees associated with computing, processing, reviewing, issuing and paying the Service Award, Settlement Amounts, interest, taxes, and any other payments to be made out of or into the Qualified Settlement Fund; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reminders, reports, or filings to be prepared in the course of administering disbursements from the Settlement Sum; and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement ("Settlement Administration Costs"), shall not exceed **\$5,000.00** shall also be paid from the Settlement Sum.

3. Attorneys' Fees and Costs.

Subject to Court approval, Settlement Class Counsel will be paid up to **forty percent (40%)** of the Settlement Sum, which equals **\$80,000.00**, for attorneys' fees ("Attorneys' Fees"). Subject to Court approval, Settlement Class Counsel will also be paid reasonable and actual costs in prosecuting this Litigation from the Settlement Sum ("Litigation Costs") in a sum not to exceed **\$10,000.00**. The Attorneys' Fees and Litigation Costs shall be paid out of the Settlement Sum. Settlement Class Counsel shall serve Defendants with copies of all documents submitted in support of their fee allocation before such documents are filed with the Court. Defendants agree not to oppose Settlement Class Counsel's proposed fee allocation. Any amount not approved by the Court will revert to the Class Member Settlement Fund to be split pro rata between the Settlement Class

Members. The Court-ordered Attorneys' Fees and Litigation Costs shall be due and payable no later than **seven (7) business days** after the Effective Date. Defendants shall wire funds to the Settlement Administrator for deposit into the Qualified Settlement Fund in amounts sufficient to fund payment of the Attorneys' Fees and Litigation Costs no later than **five (5) business days** after the Effective Date.

4. Service Award Payable to Plaintiff.

Subject to Court approval, Plaintiff and Class Representative Emilee Comeau shall receive a Service Award of **ten thousand dollars (\$10,000.00)**. Plaintiff shall provide a release of claims detailed in Section V that she has against Defendants and any Released Parties. The Service Award shall be paid out of the Settlement Sum. The Service Award shall be payable no later than seven (7) business days after the Effective Date. Defendants shall wire funds to the Settlement Administrator for deposit into the Qualified Settlement Fund in amounts sufficient to fund payment of the Service Award no later than **five (5) business days** after the Effective Date. The Settlement Administrator will report the Service Award on a Form 1099, which it will provide to Plaintiff and to the pertinent taxing authorities as required by law.

5. Individual Payment Amounts Payable to Settlement Class Members.

In accordance with the procedures set forth in Sections III(E)(10) and III(E)(12), the Settlement Administrator shall pay each Settlement Class Member his or his Individual Payment Amount.

A portion of each Settlement Class Member's Individual Payment Amount shall represent wages and a portion of which shall represent interest and a portion of which will represent penalties. **Thirty three percent (33.33%)** of each Settlement Class Member's Individual Payment Amount shall represent **wages**. **Thirty three percent (33.33%)** of each Settlement Class Member's Individual Payment Amount shall represent interest. **Thirty three percent (33.33%)** of each Settlement Class Member's Individual Payment Amount shall represent penalties including the Settlement Class Member's portion of the PAGA penalties. That portion of each Settlement Class Member's Individual Payment Amount representing wages will be subject to normal employee tax withholdings with the Settlement Administrator remitting all employment tax withholdings directly

1 to the pertinent state and federal taxing authorities.

2 That portion of each Settlement Class Member's Individual Payment Amount constituting
3 interest or penalties will be reported on a Form 1099 provided to each Settlement Class Member,
4 with the required copies of the Form 1099's provided to the pertinent taxing authorities.

5 Any and all employer tax obligations on any amounts paid to Plaintiff and Settlement Class
6 Members under this Settlement (including any employer FICA or FUTA taxes owed by Defendants
7 or by the Qualified Settlement Fund) are to be paid by Defendants separate and apart from the
8 Settlement Sum. The Settlement Administrator shall be responsible for paying any such taxes owed
9 by Defendants and/or by the Qualified Settlement Fund (including any employer FICA or FUTA
10 taxes) in the manner and within the time prescribed by law.

11 The Parties are mindful that the total consideration payable hereunder is comprised of a
12 number of separate and distinct claims for damages and penalties by Plaintiff and the Settlement
13 Class Members. Accordingly, having considered the matter in detail, having performed their own
14 separate and independent computations and estimation of the damages and penalties potentially
15 awardable to Plaintiff at trial or arbitration, and having done the foregoing with complete and
16 satisfactory access to, and advice from, accounting and legal advisors, the Parties mutually consent
17 and agree that the Settlement Class Members' Individual Payment Amounts be apportioned among
18 the Settlement Class Members' various wage and non-wage claims in this Litigation as set forth
19 above. Moreover, the Parties mutually consent and agree, and hereby represent to the Court in this
20 judicially supervised settlement transaction, that the apportionment of the Settlement Class Members
21 Individual Payment Amounts as stated above is a reasonable and arm's length determination of the
22 character of the Individual Payment Amounts for all purposes, including for tax purposes.

23 6. Payment of PAGA Penalties to the LWDA and Settlement Class Members.

24 The Parties agree to allocate five thousand dollars (**\$5,000.00**) to the settlement of the PAGA
25 penalties alleged in the Complaint, which the Parties believe in good faith is a fair and reasonable
26 apportionment. The Settlement Administrator shall pay seventy-five percent (75%), or **\$3,750.00**,
27 of this amount to the LWDA and twenty-five percent (25%), or **\$1,250.00**, of this amount to
28 Participating Settlement Class Members. Payment shall be made to the LWDA no later than **seven**

(7) **business days** after the Effective Date. Defendants shall wire funds to the Settlement Administrator for deposit into the Qualified Settlement Fund in amounts sufficient to make this payment to the LWDA no later than **five (5) business days** after the Effective Date.

7. Payments to the DIR and No Residual

To the extent there are any payments made to Settlement Class Members that remain uncashed **one hundred and eighty (180) days after mailing**, any uncashed check will be delivered to the **California State Controller's office** in the name of the authorized Settlement Class Member, along with the funds from the uncashed checks.

Additionally, this is a non-reversionary Settlement, and any amounts for the allocations of payments from the Settlement Sum that are not finally approved by the Court will be added to the Class Member Settlement fund to be distributed to Participating Class Members. Accordingly, there will be no unpaid residuals. Therefore, the parties agree and stipulate that California Code of Civil Procedure § 384 is inapplicable.

8. No Additional Contribution by Defendants.

Defendants' monetary obligations under this Agreement are limited to the amount as defined as the Settlement Sum in Section III(E)(1). Defendants may not be called upon or required to contribute additional monies above the Settlement Sum under any circumstances whatsoever. In the event that the total number of Settlement Class Members, estimated to be **276 on June 15, 2021**, increases by **ten percent (10%)** or more before the preliminary approval hearing, Plaintiff shall have the option to terminate this Agreement. All costs and expenses arising out of or in connection with the performance of this Agreement shall be paid from the Settlement Sum paid by Defendants into the Qualified Settlement Fund, unless expressly provided otherwise herein.

In the event that this Agreement is canceled, rescinded, terminated, voided, or nullified, however that may occur, or the Settlement of the Litigation is barred by operation of law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendants will cease to have any obligation to pay any portion of the Settlement Sum to the Qualified Settlement Fund, or any other party under the terms of this Agreement and all previous disbursements made from Defendants to the Qualified Settlement Fund will immediately revert back to Defendants, less

1 any Settlement Administration Costs incurred.

2 9. The Settlement Administrator.

3 The Parties have chosen **ILYM Group, Inc.**, to administer this Settlement and to act as the
4 Settlement Administrator. The Settlement Administrator will administer disbursements from the
5 Settlement Sum paid by Defendants into the Qualified Settlement Fund, including, but not limited
6 to, distributing the Notice of Class Settlement and Statement of Work Weeks, and calculating claims
7 against the Qualified Settlement Fund, calculating interest owed, preparing and issuing all
8 disbursements of the Settlement Amounts required to be paid to the Participating Settlement Class
9 Members who do not timely request exclusion and opt out of this Settlement, Plaintiff, Settlement
10 Class Counsel and the LWDA, and the local state and federal payroll tax authorities, tracking
11 whether Settlement Class Members have cashed issued checks and handling inquiries about the
12 calculation of the Individual Payment Amounts. The Settlement Administrator shall be responsible
13 for the timely filing of all federal, state and local tax returns of the Qualified Settlement Fund and
14 making the timely payment of any and all withholdings required with such returns. The Settlement
15 Administrator shall provide an address and toll-free telephone number to respond to Settlement Class
16 Members' inquiries about the Notice of Class Settlement and determination of the Individual
17 Payment Amounts. All questions by Settlement Class Members shall be directed to the Settlement
18 Administrator.

19 All Settlement Administration Costs associated with administering disbursements from the
20 Qualified Settlement Fund including, but not limited to, the fees and costs of the Settlement
21 Administrator and the cost of the Notice of Class Settlement, shall be paid entirely from the
22 Settlement Sum paid by Defendants into the Qualified Settlement Fund and Defendants' monetary
23 obligations under this Agreement is limited to the Qualified Settlement Fund. The Parties expect
24 that the Settlement Administrator shall conduct all administration of all disbursements of the
25 Settlement Sum.

26 10. Calculation of Qualifying Work Weeks Worked and Recovery.

27 The Settlement Administrator shall determine the total number of Qualifying Work Weeks
28 worked by all Settlement Class Members by determining for each Settlement Class Member, the

number of weeks worked in a Covered Job Position. The Settlement Administrator shall compute the value of a Qualifying Work Week (“Base Value”) by dividing the amount of the Class Member Settlement Fund by the total number of Qualifying Work Weeks worked by all Settlement Class Members. The Settlement Administrator shall compute each Participating Settlement Class Member’s Recovery by multiplying the Base Value by the number of Qualifying Work Weeks worked by the Participating Settlement Class Member.

11. Resolution of Disputes

The Statement of Weeks Worked provided to each individual Settlement Class Member shall set forth the dates that the Settlement Class Member worked during the Class Period in a Covered Job Position, according to Defendants’ records. Any Settlement Class Member who disputes the information shown on his or her Statement of Weeks Worked regarding the dates that the Settlement Class Member worked during the Class Period in a Covered Job Position may indicate and explain such disagreement on the Statement of Weeks Worked within thirty (30) days of the mailing of the Statement of Weeks Worked. Any such Settlement Class Member must submit any documentation relating to his or her dispute along with his or her completed Statement of Weeks Worked. The Settlement Administrator shall notify Defense Counsel and Settlement Class Counsel of any such dispute upon receiving notice of the dispute. The Settlement Administrator shall attempt to resolve the disagreement and may request any information or assistance from Defense Counsel and/or Settlement Class Counsel that the Settlement Administrator, in its sole discretion, believes may assist it in resolving the disagreement. However, the Court shall have final and binding authority to resolve any disputes regarding the number of Qualifying Work Weeks by any Settlement Class Member and dates during the Class Period they were worked by any Settlement Class Member. The Parties and their counsel shall use their best efforts to ensure that any and all such disputes are resolved before the Effective Date.

12. Payment of Individual Payment Amounts.

Within **five (5) calendar days** after the payment of all Settlement Amounts under Sections III(E)(2)-(4) and (6) (as to the LWDA only) above, whichever date is later, the Settlement Administrator shall calculate the final Individual Payment Amount to be paid to each Settlement

Class Member, prepare a Final Statement of Individual Payment Amounts for each Settlement Class Member, and direct Defendants to wire funds from the Settlement Sum to the Settlement Administrator for deposit into the Qualified Settlement Fund, which are sufficient to fund the payment of these Individual Payment Amounts, inclusive of payroll taxes of the Settlement Class Members and/or the Qualified Settlement Fund. Additionally, the Settlement Administrator shall calculate the funds sufficient to fund the payment of Defendants' payroll tax obligations and shall direct Defendants to wire such funds to the Settlement Administrator. Defendants shall wire such funds within **five (5) calendar days** thereafter; the Settlement Administrator shall issue and mail the settlement checks within **seven (7) calendar days** thereafter. The mailing shall be by first-class United States mail to the last known mailing address of each Settlement Class Member.

13. Opt-In for FLSA Claims

The cashing of the settlement check by the Settlement Class Member shall be deemed to be an opt-in for purposes of the FLSA claims referred to in the Released Claims. The Settlement Administrator shall include a legend on the settlement check stating "By cashing this check, I am opting into *Comeau v. TMC AT WOLFE'S INC., et al.*, Case No. 20STCV04095, under FLSA, 29 U.S.C. § 216(b), and releasing the Released Claims described in the Settlement Agreement."

14. Extension of Time to Pay and/or Process Claims.

Should the Settlement Administrator need more time than is provided under this Agreement to complete any of its obligations as set forth in this Agreement, the Settlement Administrator may request such additional time in writing (including an explanation of the need for additional time) from the Court.

F. Public Statements.

Plaintiff and Settlement Class Counsel shall not hold any press conferences, issue any press releases, seek any publicity or publish any announcements on any website with respect to this matter at any time. Until the Parties submit a request for preliminary approval from the Court, Plaintiff and Settlement Class Counsel will keep the terms of this Agreement confidential. Prior to final approval of this Settlement, Plaintiff and Settlement Class Counsel will not discuss this Litigation or Settlement or otherwise disclose the terms of this Agreement with third parties other than Settlement

Class Members, except (1) as necessary to effectuate this Agreement and (2) to the Parties' tax advisors. After final approval of this Settlement, Plaintiff, Defendants, and their respective Counsel shall not issue any public statements with respect to the Litigation or Settlement, except as required by law. Upon such final approval, Plaintiff, Defendants and their respective Counsel may issue, if at all, only a mutually agreeable joint press release, although neither party is required to agree to any press release of any kind. Unless otherwise agreed by Plaintiff, Defendants, and their respective Counsel, any oral or written disclosure of information related to the Settlement shall be restricted to the material discussed in this Stipulation and Agreement. Plaintiff, Defendants, and their respective Counsel agree and acknowledge that the phrase "material discussed in this Stipulation and Agreement" shall be narrowly construed. Notwithstanding the specific limitations to public disclosure identified herein, Settlement Class Counsel shall not be precluded from disclosing the Parties to the lawsuit and the fact that the matter settled to a Court or other Tribunal. Furthermore, nothing herein limits Plaintiff's or any Settlement Class Member's ability to communicate with any government agency or otherwise participate in any investigation or proceeding that may be conducted by any government agency.

IV. LIMITATIONS ON USE OF THIS SETTLEMENT.

A. No Admission.

Neither the acceptance nor the performance by Defendants of the terms of this Agreement nor any of the related negotiations or proceedings is or shall be claimed to be, construed as, or deemed to be an admission by Defendants of the truth of any of the allegations in the Complaint, the representative character of the Litigation, the validity of any of the claims that were or could have been asserted by Plaintiff and/or Settlement Class Members in the Litigation, or of any liability or guilt of Defendants in the Litigation.

B. No Disparagement

Both Plaintiff and Settlement Class Counsel agree not to make or cause to be made at any time, any statements that disparage, are inimical to, or damage the reputation of Released Parties. Plaintiff further agrees that she will not encourage or incite other current or former employees of the Released Parties to disparage or assert any complaint, claim or charge, or to initiate

1 any legal proceeding, against the Released Parties. Nothing herein limits Plaintiff's or any Settlement
2 Class Member's ability to communicate with any government agency or otherwise participate in any
3 investigation or proceeding that may be conducted by any government agency.

4 C. Non-Evidentiary Use.

5 Neither this Agreement nor any of its terms shall be offered or used as evidence by any of
6 the Parties, Settlement Class Members, or their respective counsel in the Litigation or in any other
7 action or proceeding; provided, however, that nothing contained in this Section IV(C) shall prevent
8 this Agreement from being used, offered, or received in evidence in any proceeding to enforce,
9 construe, or finalize this Agreement.

10 D. No Collateral Attack.

11 This Agreement shall not be subject to collateral attack by any Settlement Class Member or
12 any recipient of the Notice of Class Settlement after the Judgment and Final Order described in
13 Section III(D) is entered. Such prohibited collateral attacks shall include but not be limited to claims
14 that the Qualifying Work Weeks attributed to the Settlement Class Member was erroneous or that
15 the Settlement Class Member failed for any reason to receive timely notice of the procedure for
16 disputing the calculation of his or her Individual Payment Amount.

17 E. Nullification.

18 1. If (a) the Court should for any reason fail to certify a class for settlement; or (b) the
19 Court should for any reason fail to approve this Settlement in the form agreed to by the Parties; or
20 (c) the Court should for any reason fail to enter the Judgment and Final Order; or (d) the Judgment
21 and Final Order is reversed, modified, or declared or rendered void, then (i) this Agreement shall be
22 considered null and void, (ii) neither this Agreement nor any of the related negotiations or
23 proceedings shall be of any force or effect, (iii) all Parties to this Agreement shall stand in the same
24 position, without prejudice, as if the Agreement had been neither entered into nor filed with the
25 Court, and (iv) Settlement Class Counsel shall make repayment of any disbursements it received
26 from the Settlement Sum.

27 2. Invalidation of any material term of this Agreement shall invalidate this Agreement
28 in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions

1 shall remain in full force and effect. The material terms are all terms set forth Sections III(E),
2 IV(E)(2) and Article V herein.

3 3. In the event that for any reason final distribution of the Settlement Sum does not
4 occur (for example, because this Agreement and/or the Judgment and Final Order is modified or
5 reversed on appeal), the entire Settlement Sum shall remain the sole property of Defendants and any
6 sums previously paid or distributed shall be returned to Defendants (minus any administrative
7 expense and fees incurred by the Settlement Administrator).

8 4. In the event of a timely appeal from the Judgment and Final Order, the Judgment and
9 Final Order shall be stayed and the Settlement Sum shall not be distributed to Settlement Class
10 Members pending the completion of the appeal.

11 **V. RELEASE.**

12 It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge
13 disputes and claims alleged in the Litigation. Except for Settlement Class Members who submit a
14 timely request for exclusion from the Class in accordance with Section III(C)(1), upon entry of the
15 Judgment and Final Order in the Litigation, Plaintiff and each and every Settlement Class Member
16 shall be bound by this Agreement and shall have recourse exclusively to the benefits, rights, and
17 remedies provided hereunder. Plaintiff and each and every Settlement Class Member shall be
18 deemed to have, and by operation of the Judgment and Final Order shall have fully, finally, and
19 forever released, relinquished, and discharged each and all of the Released Parties from any of the
20 claims which were asserted in the Litigation. With respect to any FLSA claims, by cashing the
21 settlement check referred to in Section III(E)(13), a Settlement Class Member shall be deemed to
22 have opted-in and to have, and by operation of the Judgment and Final Order shall have fully, finally,
23 and forever released, relinquished, and discharged each and all of the Released Parties from any and
24 all FLSA claims.

25 Plaintiff, the Settlement Class, and each and every Settlement Class Member who does not
26 submit a timely request for exclusion from the Class in accordance with Section III(C)(1) shall be
27 deemed to have acknowledged and agreed that: (1) their claims for missed meal and rest breaks,
28 overtime compensation, minimum wages, wages for all hours worked, statutory and civil penalties,

1 and any other payments and/or penalties in the Litigation are disputed; and (2) the payments set forth
2 in Section III(E)(5) above constitute full payment of any amounts allegedly due to them. In light of
3 the payment by Defendants of all amounts due to them, Plaintiff, the Settlement Class, and each and
4 every Settlement Class Member who does not submit a timely request for exclusion from the Class
5 in accordance with Section III(C)(1) shall be deemed to have acknowledged and agreed that
6 California Labor Code § 206.5 is not applicable to the Parties hereto. That section provides in
7 pertinent part as follows:

8 An employer shall not require the execution of any release of a release of a claim or right on
9 account of wages due, or to become due, or made as an advance on wages to be earned,
10 unless payment of those wages has been made.

11 Each Settlement Class Member who does not submit a timely request for exclusion from the
12 Class in accordance with Section III(C)(1) shall be deemed to have made the foregoing Release as
13 if by manually signing it.

14 In addition to the release provided above with respect to all Settlement Class Members who
15 do not submit a timely request for exclusion from the Class in accordance with Section III(C)(1),
16 and for a valuable consideration, the receipt and adequacy of which is hereby acknowledged and
17 except as specifically provided below, Plaintiff on behalf of herself, and each of his heirs, executors,
18 administrators, attorneys, devisees, successors, and assigns, upon final approval of this Settlement
19 and payment of the agreed upon consideration, does hereby release and forever discharge the
20 Released Parties of and from the claims, causes of action, suits, debts, liens, contracts, judgments,
21 agreements, promises, liabilities, claims, demands, damages, losses, costs, or expenses (hereinafter
22 called "Claims"), alleged in the complaint.

23 Without limiting the generality of the foregoing, the Claims of Plaintiff released herein
24 include the Claims arising out of, based upon, or related to all claims alleged in the Complaint, from
25 January 31, 2016, through the date of the Court's Preliminary Approval of the Settlement, including,
26 but not limited to: (1) failure to pay overtime under The Fair Labor Standards Act (FLSA) [29 USC
27 §§ 206, 207]; (2) failure to pay split shift premium pay; (3) failure to pay overtime compensation;
28 (4) failure to provide meal periods; (5) failure to provide rest periods; (6) failure to provide accurate
29 itemized wage statements; (7) failure to pay wages for hours worked; (8) failure to pay wages due

1 and payable twice monthly; (9) failure to pay wages upon termination of employment; (10) Unlawful
2 Competition and Unlawful Business Practices Section 17200, *et seq.*; and (11) violation of the
3 California Labor Code, California Private Attorneys' General Act ("PAGA") (Lab. Code §2699, *et*
4 *seq.*).

5 This Agreement does not release claims that cannot be released as a matter of law, including
6 but not limited to claims for indemnity under California Labor Code § 2802, workers' compensation
7 benefits, or any right to file an application for award for original information submitted pursuant to
8 Section 21F of the Securities Exchange Act of 1934.

9 **VI. MISCELLANEOUS PROVISIONS.**

10 A. Amendments.

11 The terms and provisions of this Agreement may be amended only by a written agreement
12 that is both (a) signed by the Plaintiff, Settlement Class Counsel, and Defense Counsel who executed
13 this Agreement and (b) approved by the Court.

14 B. Assignment.

15 None of the rights, commitments, or obligations recognized under this Agreement may be
16 assigned by any Party, Settlement Class Member, Settlement Class Counsel, or Defense Counsel
17 without the express written consent of each Party and their respective counsel hereto. The
18 representations, warranties, covenants, and agreements contained in this Agreement are for the sole
19 benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail
20 any remedy to any other person.

21 C. Governing Law.

22 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
23 shall be determined, in accordance with the laws of the State of California, irrespective of the State
24 of California's choice of law principles.

25 D. Entire Agreement.

26 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
27 contains the entire understanding of the Parties hereto with respect to the subject matter contained
28 herein. In case of any conflict between text contained in Articles I through VI of this Agreement

1 and text contained in Exhibits to this Agreement, the former shall be controlling. There are no
2 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
3 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
4 supersedes all prior agreements and understandings among the Parties hereto with respect to the
5 settlement of the Litigation.

6 E. Waiver of Compliance.

7 Any failure of any Party, Defense Counsel, and/or Settlement Class Counsel hereto to comply
8 with any obligation, covenant, agreement, or condition herein may be expressly waived in writing,
9 to the extent permitted under applicable law, by the Party or Parties and their respective counsel
10 hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
11 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
12 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

13 F. Counterparts.

14 This Agreement, and any amendments hereto, may be executed in any number of
15 counterparts and any Party and/or their respective counsel hereto may execute any such counterpart,
16 each of which when executed and delivered shall be deemed to be an original and all of which
17 counterparts taken together shall constitute but one and the same instrument. It shall not be necessary
18 in making proof of this Agreement or any counterpart hereof to produce or account for any of the
19 other counterparts.

20 G. Attorneys' Fees and Costs.

21 Neither Settlement Class Counsel nor any other attorneys acting for, or purporting to act for
22 the Settlement Class, Settlement Class Members, or Plaintiff may recover or seek to recover any
23 amounts for fees, costs, or disbursements from the Released Parties or the Settlement Sum except as
24 expressly provided herein.

25 H. Meet and Confer Regarding Disputes.

26 Should any dispute arise among the Parties or their respective counsel regarding the
27 implementation or interpretation of this Agreement, a representative from Settlement Class Counsel
28 and a representative from both Defense Counsel firms shall meet and confer in an attempt to resolve

such disputes prior to submitting such disputes to the Court.

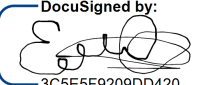
I. Jurisdiction of the Court.

The Parties agree that this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure § 664.6. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

IT IS SO STIPULATED.

Dated: June __, 2021

EMILEE COMEAU, on behalf of herself and on behalf
of a Class of all other persons similarly situated

DocuSigned by:

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EMILEE COMEAU

Dated: June __, 2021

TMC AT WOLFE'S INC. for itself and Released
Parties


Anthony Villegas (Jun 30, 2021 14:00 PDT)

Jun 30, 2021

Authorized Agent for TMC AT WOLFE'S INC.
Anthony Villegas

COMEAU v TMC Stipulation of Settlement

Final Audit Report

2021-06-30

Created:	2021-06-29
By:	William DeClercq (william@declercqlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdTghcSysBsmHwZVO7HnktTOel-pvcRoQ

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-  Document created by William DeClercq (william@declercqlaw.com)
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Signature Date: 2021-06-30 - 9:00:19 PM GMT - Time Source: server- IP address: 174.195.193.212
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