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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

SHARLETTE VILLATORO, as an individual and on behalf of all others similarly situated,

Plaintiffs,

vs.

WALTERS & WOLF INTERIORS, a California corporation; WALTERS & WOLF CONSTRUCTION SPECIALTIES, INC., an Arizona corporation; WALTERS & WOLF GLASS COMPANY, a California corporation; WALTERS & WOLF PRECAST, a California corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 20-CV-00609-KAW

**~~PROPOSED~~ ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT (as modified)**

**AS MODIFIED**

Date: August 19, 2021  
Time: 1:30 P.M.  
Courtroom: TBD  
Judge: Hon. Kandis A. Westmore

**~~PROPOSED~~ ORDER AS MODIFIED**

1  
2 Plaintiff Sharlette Villatoro (“Plaintiff” or “Class Representative”), having made an  
3 application pursuant to Fed. R. Civ. P. Rule 23(e) for entry of an order (a) preliminarily  
4 approving the settlement of the litigation pursuant to the Joint Stipulation of Class Action  
5 Settlement (the “Agreement”); (b) certifying the Class for purposes of proceedings in connection  
6 with the final approval of the Agreement; (c) approving the form of Notice of Class Action  
7 Settlement and directing the manner of delivery thereof; (d) approving Larry W. Lee and Max  
8 W. Gavron of Diversity Law Group and William L. Marder of Polaris Law Group, as Class  
9 Counsel, and Plaintiff as Class Representative.

10 **IT IS HEREBY ORDERED THAT:**

11 1. All defined terms contained herein shall have the same meaning as set forth in the  
12 Agreement executed by the Parties and filed with this Court.

13 2. The Agreement is hereby **PRELIMINARILY APPROVED** as appearing on its  
14 face to be fair, reasonable, and adequate and to have been the product of serious, informed, and  
15 extensive arm’s-length negotiations among the Plaintiff and Defendants Walters & Wolf  
16 Interiors, Walters & Wolf Construction Specialties, Inc., Walters & Wolf Glass Company, and  
17 Walters & Wolf Precast (collectively, “Defendants” or “Walters & Wolf”) (Plaintiff and  
18 Defendants together referred to as the “Parties”). In making this preliminary finding, the Court  
19 considered the nature of the claims, the relative strength of Plaintiff’s claims, the amounts and  
20 kinds of benefits paid in settlement, the allocation of settlement proceeds among the class  
21 members, and the fact that a settlement represents a compromise of the Parties’ respective  
22 positions rather than the result of a finding of liability at trial. The Court further preliminarily  
23 finds that the terms of the Agreement have no obvious deficiencies and do not improperly grant  
24 preferential treatment to any individual class member.

25 3. Pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(3), the Court  
26 conditionally certifies the Settlement Class defined as the following:

27 All employees of Defendants in the State of California who were  
28 paid wages at any time during the Class Period (November 22,  
2018 through January 15, 2020).

1 The Court finds preliminarily, and for purposes of proceeding pursuant to Fed. R. Civ. P.  
2 Rule 23(e), that the number of class members is sufficiently numerous, the class members are  
3 ascertainable based on the Defendants’ records, the Plaintiff’s claims are typical of those in the  
4 class, and that there is adequate and fair representation. Accordingly, the Settlement Class is  
5 hereby CERTIFIED for the purposes of the Settlement pursuant to Fed. R. Civ. P. 23(e).

6 4. Pursuant to Fed. R. Civ. P. 23(g), the Court hereby APPOINTS as Class Counsel  
7 for the Class Larry W. Lee and Max W. Gavron of Diversity Law Group and William L. Marder  
8 of Polaris Law Group. The Court finds that Class Counsel collectively have extensive experience  
9 and expertise in prosecuting wage and hour class actions.

10 5. Plaintiff is approved as the class representative for the Class Members.

11 6. The Court finds on a preliminary basis that the proposed settlement described in  
12 the Agreement (including the monetary provisions, the plan of allocation, the release of claims,  
13 and the proposed award of attorneys’ fees and costs) falls within the “range of reasonableness”  
14 and therefore grants preliminary approval of the Agreement. Based on a review of the papers  
15 submitted by the Parties, the Court finds that the Agreement is the result of extensive arm’s-  
16 length negotiations conducted after Class Counsel had adequately investigated the claims and  
17 became familiar with the strengths and weaknesses of those claims. The assistance of an  
18 experienced neutral mediator during the settlement process supports the Court’s conclusion that  
19 the Agreement is non-collusive.

20 7. The Court hereby APPROVES Phoenix Settlement Administrators as the  
21 Settlement Administrator for the purposes of this settlement. Phoenix Settlement Administrators  
22 shall display documents related to this Settlement available on its website, including the  
23 operative complaint, Joint Stipulation of Class Action Settlement, and Motion for Preliminary  
24 Approval.

25 8. A hearing (the “Final Approval and Fairness Hearing”) is hereby SCHEDULED  
26 to be held before the Court on **December 16, 2021**, at 1:30 p.m. for the following purposes:

27 a. to determine whether the Settlement is fair, reasonable, and adequate and  
28 direct its consummation pursuant to the terms of the Settlement Agreement;

1           b.       to determine whether Class Counsel and Plaintiff adequately represented  
2 the Settlement Class for the purpose of entering into and implementing the Agreement;

3           c.       to re-confirm the appointment of the Settlement Administrator and find  
4 that the Settlement Administrator has fulfilled its duties under the Settlement to date;

5           d.       to determine whether the Class Notice (i) constituted the best practicable  
6 notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise  
7 Settlement Class Members of the pendency of the Action, and their right to exclude themselves  
8 from or object to the proposed settlement and to appear at the Final Approval Hearing; (iii) was  
9 reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive  
10 notice; and (iv) met all applicable requirements of Federal Rule of Civil Procedure 23(c)(2), due  
11 process, and any other applicable rules or law;

12           e.       to approve the Opt-Out List and determine that the Opt-Out List is a  
13 complete list of all Class Members who have timely and properly requested exclusion from the  
14 Class and, accordingly, shall neither share in nor be bound by the Final Approval order and  
15 Judgment;

16           f.       to direct that the Final Approval order and Judgment of dismissal shall be  
17 final and entered forthwith;

18           g.       without affecting the finality of the Final Approval order and Judgment, to  
19 direct that the Court retain continuing jurisdiction over Plaintiff, the Class, and Defendants as to  
20 all matters concerning the administration, consummation, and enforcement of this Settlement  
21 Agreement;

22           h.       to adjudge that, as of the Final Approval Date, Plaintiff, and all  
23 Participating Class Members who have not been excluded from the Settlement Class as provided  
24 in the Opt-Out List approved by the Court, and their Legally Authorized Representatives, heirs,  
25 estates, trustees, executors, administrators, principals, beneficiaries, representatives, agents,  
26 assigns, and successors, and/or anyone claiming through them or acting or purporting to act for  
27 them or on their behalf, regardless of whether they have received actual notice of the proposed  
28 Settlement, have conclusively compromised, settled, discharged, and released the Named

1 Plaintiff's General Released Claims (in the case of Plaintiff) and Participating Class Members'  
2 Released Claims (in the case of the Settlement Class Members) against Defendants and the  
3 Released Parties, and are bound by the provisions of this Agreement;

4 i. to declare the Agreement and the Final Approval order and Judgment be  
5 binding on, and have res judicata and preclusive effect as to all pending and future lawsuits or  
6 other proceedings: (i) that encompass the Named Plaintiff's General Released Claims and that  
7 are maintained by or on behalf of Plaintiff and/or her Legally Authorized Representatives, heirs,  
8 estates, trustees, executors, administrators, principals, beneficiaries, representatives, agents,  
9 assigns, and successors, and/or anyone claiming through them or acting or purporting to act for  
10 them or on their behalf, and (ii) that encompass the Participating Class Members' Released  
11 Claims and that are maintained by or on behalf of any Participating Class Member who has not  
12 been excluded from the Class as provided in the Opt-Out List approved by the Court and/or their  
13 Legally Authorized Representatives, heirs, estates, trustees, executors, administrators, principals,  
14 beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through  
15 them or acting or purporting to act for them or on their behalf, regardless of whether the  
16 Participating Class Member previously initiated or subsequently initiates individual litigation or  
17 other proceedings encompassed by the Participating Class Members' Released Claims, and even  
18 if such Participating Class Member never received actual notice of the Action or this proposed  
19 Settlement;

20 j. to determine that the Agreement and the Settlement provided for herein,  
21 and any proceedings taken pursuant thereto, are not, and should not in any event be offered,  
22 received, or construed as evidence of, a presumption, concession, or an admission by any Party  
23 of liability or non-liability or of the certifiability or non-certifiability of a litigation class, or that  
24 PAGA representative claims may validly be pursued, or of any misrepresentation or omission in  
25 any statement or written document approved or made by any Party; provided, however, that  
26 reference may be made to this Agreement and the Settlement provided for herein in such  
27 proceedings as may be necessary to effectuate the provisions of this Agreement, as further set  
28 forth in this Agreement;

1 k. to order the preliminary approval of the Settlement, certification of the  
2 Settlement Class and final approval of the proposed Settlement, and all actions associated with  
3 them, were undertaken on the condition that they shall be vacated if the Settlement Agreement is  
4 terminated or disapproved in whole or in part by the Court, or by any appellate court and/or other  
5 court of review, in which event the Agreement and the fact that it was entered into shall not be  
6 offered, received, or construed as an admission or as evidence for any purpose, including but not  
7 limited to an admission by any Party of liability or non-liability or of any misrepresentation or  
8 omission in any statement or written document approved or made by any Party, or of the  
9 certifiability of a litigation class or the appropriateness of maintaining a PAGA representative  
10 action, as further provided in this Settlement Agreement;

11 l. to rule upon such other and further provisions consistent with the terms of  
12 this Settlement Agreement to which the Parties expressly consented in writing.

13 **9. The form of Notice Packet is hereby APPROVED with the following**  
14 **modifications:**

15 **a. Page 1— “Object/Go to Hearing” box, should read: “Submit a timely**  
16 **objection to the Court about why you do not like the settlement. The Final Approval**  
17 **hearing is scheduled for December 16, 2021 at 1:30 p.m. at the Oakland Courthouse, 1301**  
18 **Clay Street, Oakland, CA 94612. The Court may continue the date of the Final Approval**  
19 **Hearing. You may also be able to attend by Zoom or teleconference. Please check the**  
20 **Court’s website or contact Class Counsel for more information.”**

21 **b. Page 5— Include the Clerk’s Office suite number to the address to**  
22 **send written objections: Class Action Clerk, United States District Court for the Northern**  
23 **District of California, Oakland Division, 1301 Clay St., Suite 400 South, Oakland, CA**  
24 **94612.**

25 No later than fourteen (14) calendar days after the Preliminary Approval Date, Defendants shall  
26 provide the Claims Administrator with the Class List for purposes of preparing and mailing  
27 Notice Packets to Class Members. The Class List shall be confidential. The Claims  
28 Administrator shall not provide the Class List to Class Counsel or Plaintiff or any third party or

1 use the Class List or any information contained therein for any purpose other than to administer  
2 this Settlement. Specifically, for each Class Member, Defendants will provide the Claims  
3 Administrator with data Microsoft Excel spreadsheet and shall include, if possible, for each  
4 Class Member: full name, last known mailing address, telephone number, Social Security  
5 Number, dates of employment, and number of wage statements each Class Member received  
6 during the Class Period. The Claims Administrator shall send a copy of the Notice Packet by  
7 U.S. mail to each potential Class Member (the Notice Date). Before the initial mailing of the  
8 Notice Packet, the Claims Administrator shall make a good-faith attempt to obtain the most-  
9 current names and postal mail addresses for all potential Class Members to receive such postal  
10 mail, including (1) cross-checking the names and/or postal mail addresses it received from  
11 Defendants, and (2) reviewing the addresses with the National Change of Address Database. If  
12 any Notice Packet sent via U.S. mail to any potential Class Member is returned to the Claims  
13 Administrator with a forwarding address, the Claims Administrator shall forward the postal  
14 mailing to that address. If the Claims Administrator is not provided a forwarding address, the  
15 Claims Administrator shall attempt to locate a current mailing address for the Class Member by  
16 skip tracing using the Class Member's SSN and will mail the Notice Packet to the updated  
17 address identified. In the event that any Notice Packet is returned as undeliverable a second time,  
18 no further efforts shall be required. The Claims Administrator shall maintain a log detailing the  
19 instances Notice Packets are returned as undeliverable.

20 10. The Court finds that the Notice Packet, along with the related notification  
21 materials, constitute the best notice practicable under the circumstances and are in full  
22 compliance with the laws of the State of California, the United States Constitution, and the  
23 requirements of due process. The Court further finds that the notifications fully and accurately  
24 inform the Class Members of all material elements of the proposed settlement, of the Class  
25 Members' right to dispute their share of the settlement, of the Class Members' right to be  
26 excluded from the Class, and of each Class Member's right and opportunity to object to the  
27 settlement.

28 11. The Court hereby APPROVES the proposed Exclusion/Written Objection

1 Deadline of forty-five (45) calendar days from the initial mailing of the Notice Packet.

2       12. The Court hereby APPROVES the proposed procedure for opting out of the  
3 Class. To be effective, such a request must include the Class Member's name, address, telephone  
4 number, and last four digits of his or her Social Security Number; a clear and unequivocal  
5 statement that the Class Member wishes to be excluded from the Settlement Class; and the  
6 signature of the Class Member. The date of the postmark on the return-mailing envelope shall be  
7 the exclusive means used to determine whether a request for exclusion has been timely  
8 submitted. Any member of the Class who requests exclusion from the settlement will not be  
9 entitled to any share of the settlement and will not be bound by the Agreement or have any right  
10 to object, appeal or comment thereon. Members of the Class who fail to submit a valid and  
11 timely request for exclusion shall be bound by all terms of the Agreement and the Order and  
12 Final Judgment, regardless of whether they otherwise have requested exclusion from the  
13 settlement.

14       13. All reasonable costs of settlement and claims administration, including the  
15 mailing of Notice Packet, shall be paid for as provided in the Agreement.

16       14. All written objections and supporting papers must be submitted to the Court either  
17 by mailing them to the Class Action Clerk, United States District Court for the Northern District  
18 of California, Oakland Courthouse, 1301 Clay Street, Suite 400 South, Oakland, California  
19 94612, or by filing them in person at any location of the United States District Court for the  
20 Northern District of California, no later than the Exclusion/Written Objection Deadline. The date  
21 of the postmark on the return-mailing envelope or the filing date (respective of the method used)  
22 shall be the exclusive means used to determine whether an objection has been timely submitted.  
23 A written objection must contain at least the following: (i) the objector's full name, address,  
24 telephone, last four digits of his or her Social Security Number, and signature; (ii) a clear  
25 reference to the Action; (iii) a statement of the specific legal and factual basis for each objection  
26 argument. All objections shall be signed by the objecting Class Member, even if the Class  
27 Member is represented by counsel. Class Members who fail to make objections in the manner  
28 specified above shall be deemed to have waived any objections and shall be foreclosed from



1 making any objections (whether by appeal or otherwise) to the Settlement. Class Members who  
 2 submit a timely written objection have a right to appear at the Final Approval/Settlement  
 3 Fairness Hearing in order to present his or her objection to the Court orally but are not required  
 4 to attend. No Class Member may appear at the Final Approval/Settlement Fairness Hearing  
 5 unless he or she has filed a written objection that complies with the procedures provided in this  
 6 paragraph. Class Members who submit a Request for Exclusion are not entitled to object to the  
 7 Settlement.

8 15. It is further ordered that pending further order of this Court, all proceedings in this  
 9 matter except those contemplated herein and as part of the settlement are stayed.

10 16. All Parties are otherwise ordered to comply with the terms of the Agreement.

11 17. Jurisdiction is hereby retained over this Litigation and the Parties to the  
 12 Litigation, and each of the Settlement Class Members for all matters relating to this Litigation,  
 13 the Agreement, including (without limitation) all matters relating to the administration,  
 14 interpretation, effectuation, and/or enforcement of the Agreement and this Order.

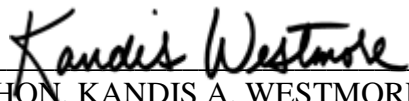
15 18. Based on orders above, the Schedule for Settlement Administration is:

<u>Description</u>	<u>Basis for Calculation</u>	<u>Deadline</u>
16 Defendant to provide Class List 17 to the Claims Administrator	14 calendar days after 18 Preliminary Approval	September 2, 2021
19 Claims Administrator to mail 20 Notice Packet	10 calendar days after 21 receiving Class List	September 12, 2021
22 Response Deadline for Class 23 members re Requests for 24 Exclusion and Notices of 25 Objections	45 calendar days from the date of initial mailing of the Notice Packet	October 27, 2021
26 Deadline to file Motion for 27 Final Approval of Settlement	83 days after anticipated August 19, 2021	November 10, 2021

<u>Description</u>	<u>Basis for Calculation</u>	<u>Deadline</u>
	Preliminary Approval date	
Deadline to file Motion for Approval of Attorneys' Fees and Costs	83 days after anticipated August 19, 2021 Preliminary Approval date	November 10, 2021
Hearing on Motions for Final Approval of Settlement and Attorneys' Fees and Costs	Third Thursday in December, pursuant to the Court's Standing Order, and at least 35 days' notice, pursuant to Local Rules	December 16, 2021, at 1:30 p.m.
Hearing on Motion for Final Approval	Third Thursday in December, pursuant to the Court's Standing Order, and at least 35 days' notice, pursuant to Local Rules	December 16, 2021, at 1:30 p.m.

IT IS SO ORDERED.

Dated: August 19, 2021

By:   
 HON. KANDIS A. WESTMORE  
 UNITED STATES MAGISTRATE JUDGE