

1 Larry W. Lee (State Bar No. 228175)  
2 Max W. Gavron (State Bar No. 291697)  
3 DIVERSITY LAW GROUP, APC  
4 515 S. Figueroa Street, Suite 1250  
5 Los Angeles, CA 90071  
6 (213) 488-6555  
7 (213) 488-6554 facsimile

8 Attorneys for Plaintiff SHARLETTE VILLATORO  
9 and the Class

10 Elizabeth M. Pappy (SBN 157069)  
11 E-mail: epappy@bwslaw.com  
12 Susan V. Arduengo (SBN 293946)  
13 E-mail: sarduengo@bwslaw.com  
14 BURKE, WILLIAMS & SORENSEN, LLP  
15 444 South Flower Street, Suite 2400  
16 Los Angeles, CA 90071-2953  
17 Tel: 213.236.0600 Fax: 213.236.2700

18 Attorneys for Defendants  
19 WALTERS & WOLF INTERIORS,  
20 WALTERS & WOLF CONSTRUCTION  
21 SPECIALTIES, INC., WALTERS & WOLF  
22 GLASS COMPANY, WALTERS & WOLF  
23 PRECAST

24 UNITED STATES DISTRICT COURT  
25 NORTHERN DISTRICT OF CALIFORNIA  
26 OAKLAND DIVISION

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

Plaintiffs,

v.

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,

Case No. 20-cv-00609-KAW

JOINT STIPULATION OF CLASS  
ACTION SETTLEMENT

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Defendants.

**JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

This Joint Stipulation of Class Action Settlement (“Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff SHARLETTE VILLATORO (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly situated, and Defendants WALTERS & WOLF INTERIORS, WALTERS & WOLF CONSTRUCTION SPECIALTIES, INC., WALTERS & WOLF GLASS COMPANY AND WALTERS & WOLF PRECAST (“Defendants”). Collectively Defendants and Plaintiff are referred to as the “Parties.”

**RECITALS**

This Settlement Agreement is made and entered into by and between Plaintiff, as an individual, and on behalf of all others similarly situated, and Defendants, and is subject to the terms and conditions hereof, and to the Court’s approval. The Parties expressly acknowledge that this agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendants. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

**DEFINITIONS**

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement shall also be effective:

- 1. “Action” means *Sharlette Villatoro v. Walters & Wolf Interiors, Walters & Wolf Construction Specialties, Inc., Walters & Wolf Glass Company and Walters & Wolf Precast*, Case No. 20-cv-00609-KAW (United States District Court for the Northern District of California).

1           2.     “Claims Administrator” means a qualified third party claims  
2 administrator proposed by Class Counsel and agreed to by Defendants (which shall  
3 not unreasonably withhold their agreement), and approved by the Court for the  
4 purposes of administering this Settlement. The Parties each represent that they do  
5 not have any financial interest in the Claims Administrator or otherwise have a  
6 relationship with the Claims Administrator that could create a conflict of interest.

7           3.     “Claims Administration Costs” means the costs payable from the Class  
8 Settlement Amount to the Claims Administrator for administering this Settlement,  
9 including, but not limited to, printing, distributing, and tracking documents for this  
10 Settlement, calculating estimated settlement amounts per Class Member, providing  
11 necessary reports and declarations, mailing the Notices, processing Requests for  
12 Exclusions and objections, tax reporting, establishing and maintaining an interest  
13 bearing settlement fund for the purpose of administering the Settlement and  
14 disbursing sums from the fund, and other duties and responsibilities set forth herein  
15 to process this Settlement as requested by the Parties. The Claims Administration  
16 Costs shall be paid from the Class Settlement Amount. The Claims Administration  
17 Costs are estimated to be Fifteen Thousand United States Dollars and No Cents  
18 (\$15,000.00).

19           4.     “Class Counsel” means Diversity Law Group, APC and Polaris Law  
20 Group.

21           5.     “Class Counsel Award” means attorneys’ fees agreed upon by the  
22 Parties and approved by the Court for Class Counsel’s litigation and resolution of  
23 the Action, and all costs incurred and to be incurred by Class Counsel in the Action.  
24 Defendants agree to pay a Class Counsel Award not to exceed the amount of one-  
25 third (33.3%) of the Class Settlement Amount for attorneys’ fees, or Four Hundred  
26 Eighty Three Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three  
27 Cents (\$483,333.33), and costs not to exceed Twenty Thousand Dollars and No  
28 Cents (\$20,000.00), subject to the Court finally approving this Settlement

1 Agreement and subject to the exhaustion of any and all appeals. Any portion of the  
2 Class Counsel Award not awarded to Class Counsel shall be added to the Net  
3 Settlement Amount.

4 6. "Class List" means a complete list of all Class Members that  
5 Defendants will diligently and in good faith compile from its records and provide to  
6 the Claims Administrator within fourteen (14) calendar days after Preliminary  
7 Approval of this Settlement. The Class List shall be formatted in Microsoft Office  
8 Excel and shall include each Class Member's name, most recent known mailing  
9 address and telephone number, Social Security Number, dates of employment, and  
10 the respective number of wage statements that each Class Member received during  
11 the Class Period.

12 7. "Class Member(s)" means all employees of Defendants in the State of  
13 California who were paid wages at any time during the Class Period; which  
14 includes one thousand four hundred twenty four (1,424) putative Class Members.

15 8. "Class Period" means the period from November 22, 2018 through  
16 January 15, 2020.

17 9. "Class Settlement Amount" means the maximum settlement amount of  
18 One Million Four Hundred and Fifty Thousand Dollars and No Cents  
19 (\$1,450,000.00) to be paid by Defendants in full satisfaction of all claims arising  
20 from the Action, which includes all Individual Settlement Payments to Participating  
21 Class Members, Claims Administration Costs, the Labor and Workforce  
22 Development Agency Payment, and the Class Counsel Award. This Class  
23 Settlement Amount has been agreed to by Plaintiff and Defendants based on an "all  
24 in" Class Settlement Amount. In no event will Defendants be liable for more than  
25 the Class Settlement Amount for the Released Claims. Not later than ten (10)  
26 business days after the Court grants preliminary approval of the Joint Stipulation of  
27 Class Action Settlement, Defendants shall deposit the Class Settlement Amount  
28 into an interest bearing Qualified Settlement Fund created by the Claims

1 Administrator. The Claims Administrator shall handle such monies pursuant to the  
2 terms of the Joint Stipulation of Class Action Settlement.

3 11. "Court" means the United States District Court for the Northern  
4 District of California or any other court taking jurisdiction of the Action.

5 12. "Defendants" mean Walters & Wolf Interiors, Walters & Wolf  
6 Construction Specialties, Inc., Walters & Wolf Glass Company and Walters &  
7 Wolf Precast, including their predecessors, if any, as well as their current and  
8 former subsidiaries, affiliates, fiduciaries, insurers, agents, employees, assigns,  
9 subrogees, privies, officers, officials, directors, administrators, attorneys, and  
10 shareholders, except insofar as these individuals are Class Members.

11 13. "Effective Date" means the 7th calendar day following: (a) the last day  
12 on which to appeal an order granting final approval of the Joint Stipulation of Class  
13 Action Settlement if timely objections are filed; (b) the resolution of any such  
14 appeal that does not alter the terms of the settlement; or (c) if no timely objections  
15 are filed, the date upon which the Court enters an order granting final approval of  
16 the Joint Stipulation of Class Action Settlement.

17 14. "Individual Settlement Payment" means each Participating Class  
18 Member's share of the Net Settlement Amount, to be distributed to the Participating  
19 Class Members.

20 15. "Labor and Workforce Development Agency Payment" means the  
21 amount that the Parties have agreed to pay to the Labor and Workforce  
22 Development Agency ("LWDA") in connection with the Labor Code Private  
23 Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"). The  
24 Parties have agreed that One Hundred Thousand Dollars and No Cents  
25 (\$100,000.00) of the Class Settlement Amount shall be allocated to the resolution  
26 of any and all Class Members' claims arising under PAGA. Pursuant to PAGA,  
27 Seventy-Five Percent (75%), or Seventy Five Thousand Dollars and No Cents  
28 (\$75,000.00), of the PAGA Settlement Amount shall be paid to the California

1 Labor and Workforce Development Agency, and Twenty-Five Percent (25%), or  
2 Twenty Five Thousand Dollars and No Cents (\$25,000.00), of the PAGA  
3 Settlement Amount shall be part of the Net Settlement Amount to be distributed to  
4 Participating Class Members.

5 16. “Net Settlement Amount” means the portion of the Class Settlement  
6 Amount remaining after deduction of the approved Claims Administration Costs,  
7 Labor and Workforce Development Agency Payment, and the Class Counsel  
8 Award. The Net Settlement Amount will be distributed to Participating Class  
9 Members.

10 17. “Notice of Objection” means a Class Member’s valid and timely  
11 written objection to the Settlement Agreement. For the Notice of Objection to be  
12 valid, it must be: (a) signed by the Class Member; (b) filed with the Court and  
13 served on all parties; and (c) be postmarked on or before the Response Deadline.

14 18. “Notice Packet” means the Notice of Class Action Settlement,  
15 substantially in the form attached as Exhibit A.

16 19. “Parties” means Plaintiff and Defendants collectively.

17 20. “Participating Class Members” means all Class Members who do not  
18 submit valid Requests for Exclusion.

19 21. “Plaintiff” means Sharlette Villatoro.

20 22. “Preliminary Approval” means the court order granting preliminary  
21 approval of the Settlement Agreement.

22 23. “Released Claims” means any and all claims, rights, demands,  
23 liabilities, and causes of action, whether known or unknown, arising from, or  
24 related to, the same set of operative facts as those set forth in the operative  
25 Complaint, including claims based on the following categories of allegations: All  
26 claims for violation of Labor Code § 226, and all applicable IWC Wage Orders for  
27 failure to provide proper wage statements, as well as any and all claims for  
28 penalties under the California Private Attorneys’ General Act predicated on

1 violations of Labor Code § 226, that accrued during the Class Period.

2 24. “Released Claims Period” means the period from November 22, 2018  
3 through January 15, 2020.

4 25. “Released Parties” means Defendants, and any of its former and  
5 present parents, subsidiaries, affiliates, divisions, corporations in common control,  
6 predecessors, successors, and assigns, as well as all past and present officers,  
7 directors, employees, partners, shareholders and agents, attorneys, insurers, and any  
8 other successors, assigns, or legal representatives.

9 26. “Request for Exclusion” means a timely letter submitted by a Class  
10 Member indicating a request to be excluded from the Settlement. The Request for  
11 Exclusion must: (a) set forth the name, address, telephone number, and last four  
12 digits of the Social Security Number of the Class Member requesting exclusion; (b)  
13 be signed by the Class Member; (c) be returned by mail to the Claims  
14 Administrator at the specified address indicated in the Notice Packet; (d) clearly  
15 state that the Class Member does not wish to be included in the Settlement; and (e)  
16 be postmarked on or before the Response Deadline.

17 27. “Response Deadline” means the deadline by which Class Members  
18 must postmark to the Claims Administrator valid Requests for Exclusion or  
19 postmark Notices of Objection to the Settlement. With respect to Requests for  
20 Exclusion, the Response Deadline shall be forty-five (45) calendar days from the  
21 initial mailing of the Notice Packet by the Claims Administrator, unless the 45th  
22 day falls on a Sunday or Federal holiday, in which case the Response Deadline will  
23 be extended to the next day on which the U.S. Postal Service is open. The  
24 Response Deadline for Requests for Exclusion shall be extended fifteen (15)  
25 calendar days for any Class Member who is re-mailed a Notice Packet by the  
26 Claims Administrator in accordance with the Notice Procedure, unless the 15th day  
27 falls on a Sunday or Federal holiday, in which case the Response Deadline will be  
28 extended to the next day on which the U.S. Postal Service is open. With respect to

1 Notices of Objection, the Response Deadline shall be forty-five (45) calendar days  
2 from the initial mailing of the Notice Packet by the Claims Administrator, unless  
3 the 45th day falls on a Sunday or Federal holiday, in which case the Response  
4 Deadline will be extended to the next day on which the U.S. Postal Service is open.  
5 The Response Deadline may also be extended by express agreement between Class  
6 Counsel and Defendants. Under no circumstances, however, shall the Claims  
7 Administrator have the authority to extend the deadline for Class Members to  
8 submit a Request for Exclusion or Notice of Objection to the Settlement.

9 **TERMS OF AGREEMENT**

10 The Plaintiff, on behalf of herself and the Settlement Class, and Defendants  
11 agree as follows:

12 28. Funding of the Class Settlement Amount. Defendants shall make a  
13 one-time deposit of the Class Settlement Amount into a Qualified Settlement  
14 Account to be established by the Claims Administrator. Upon the Effective Date,  
15 the Class Settlement Amount shall be used to pay: (a) Individual Settlement  
16 Amounts; (b) the Class Counsel Award; (c) Claims Administration Costs; and (d)  
17 the Labor and Workforce Development Agency Payment. Defendants shall deposit  
18 the Class Settlement Amount within ten (10) business days after the Court grants  
19 preliminary approval of the Joint Stipulation of Class Action Settlement.

20 29. Class Counsel Award. Defendants agree not to oppose or impede any  
21 application or motion by Class Counsel for attorneys' fees of not more than one-  
22 third (33.3%) of the Class Settlement Amount or Four Hundred Eighty Three  
23 Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents  
24 (\$483,333.33), and costs not to exceed Twenty Thousand Dollars and No Cents  
25 (\$20,000.00), which shall be paid from the Class Settlement Amount. In  
26 consideration of their awarded attorneys' fees and costs and expenses, Class  
27 Counsel waives any and all claims to any further attorneys' fees and expenses in  
28 connection with the Action.

1           30. Claims Administration Costs. The Claims Administrator shall be paid  
2 from the Class Settlement Amount for the reasonable costs of administration of the  
3 Settlement and distribution of payments from the Class Settlement Amount. The  
4 Claims Administration Costs are currently estimated to be Fifteen Thousand  
5 Dollars and No Cents (\$15,000.00).

6           32. Labor and Workforce Development Agency Payment. Subject to  
7 Court approval, the Parties agree that the amount of One Hundred Thousand  
8 Dollars and No Cents (\$100,000.00) from the Class Settlement Amount shall be  
9 designated for satisfaction of Plaintiff's and Class Members' PAGA claims.  
10 Pursuant to PAGA, Seventy-Five Percent (75%), or Seventy Five Thousand Dollars  
11 and No Cents (\$75,000.00), of this sum shall be paid to the LWDA and Twenty-  
12 Five Percent (25%), or Twenty Five Thousand Dollars and No Cents (\$25,000.00),  
13 shall be distributed to Participating Class Members as part of the Net Settlement  
14 Amount.

15           33. Net Settlement Amount. The Net Settlement Amount shall be used to  
16 satisfy Individual Settlement Payments to Participating Class Members from the  
17 Settlement Class in accordance with the terms of this Agreement.

18           34. Acknowledgement of Potential Administration Cost Increases. The  
19 Parties hereby acknowledge that Claims Administration Costs may increase above  
20 the current estimate of Fifteen Thousand Dollars and No Cents (\$15,000.00) and  
21 that any such additional Claims Administration Costs shall be taken out of the Class  
22 Settlement Amount. Any portion of the estimated or designated Class  
23 Administration Costs which are not in fact required to fulfill the total Class  
24 Administration Costs shall become part of the Net Settlement Amount.

25           35. Calculation of Class Settlement Amount. The Class Settlement  
26 Amount was calculated with, and is premised on, the understanding that there are  
27 one thousand four hundred twenty four (1,424) putative Class Members eligible to  
28 participate in the Settlement. The Class Settlement Amount is also premised on the

1 understanding that there are no more than 58,982 wage statements issued to the  
2 putative Class Members during the Class Period. Individual Settlement Payments  
3 to Participating Class Members will be based on the number of wage statements  
4 that each Participating Class Member received during the Class Period.

5 36. Individual Settlement Payment Calculations. Individual Settlement  
6 Payments shall be calculated and apportioned from the Net Settlement Amount  
7 based on the number of wage statements a Participating Class Member received  
8 during the Class Period. The Net Settlement Amount shall be divided by the total  
9 number of wage statements issued to Participating Class Members, and each  
10 Participating Class Member shall receive a proportional share of the Net Settlement  
11 Amount that corresponds to the number of wage statements he or she received  
12 during the Class Period.

13 38. No Credit Toward Benefit Plans. The Individual Settlement Payments  
14 made to Participating Class Members under this Agreement, as well as any other  
15 payments made pursuant to this Agreement, shall not be utilized to calculate any  
16 additional benefits under any benefit plans to which any Class Members may be  
17 eligible, including, but not limited to: welfare plans, benefit plans, ERISA plans,  
18 profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation  
19 plans, sick leave plans, PTO plans, and any other welfare or benefit plan.

20 39. Claims Administration Process. The Parties agree to cooperate in the  
21 administration of the settlement and to make all reasonable efforts to control and  
22 minimize the costs and expenses incurred in administration of the Settlement.

23 40. Delivery of the Class List. Within fourteen (14) calendar days of  
24 Preliminary Approval, Defendants shall provide the Class List to the Claims  
25 Administrator.

26 41. Notice by First-Class U.S. Mail. Within ten (10) calendar days after  
27 receiving the Class List from Defendants, the Claims Administrator shall mail a  
28 Notice Packet to all Class Members via regular First-Class U.S. Mail, using the

1 most current, known mailing addresses identified in the Class List.

2 42. Confirmation of Contact Information in the Class Lists. Prior to  
3 mailing, the Claims Administrator shall perform a search based on the National  
4 Change of Address Database for information to update and correct for any known  
5 or identifiable address changes. Any Notice Packets returned to the Claims  
6 Administrator as non-deliverable on or before the Response Deadline shall be sent  
7 promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto  
8 and the Claims Administrator shall indicate the date of such re-mailing on the  
9 Notice Packet. If no forwarding address is provided, the Claims Administrator  
10 shall promptly attempt to determine the correct address using a skip-trace, or other  
11 search using the name, address and/or Social Security number of the Class Member  
12 involved, and shall then perform a single re-mailing. Those Class Members who  
13 receive a re-mailed Notice Packet shall have between the latter of (i) an additional  
14 fifteen (15) calendar days, or (ii) the Response Deadline to postmark a Request for  
15 Exclusion or objection.

16 43. Notice Packets. All Class Members will be mailed a Notice Packet.  
17 Each Notice Packet will provide: (a) information regarding the nature of the Action;  
18 (b) a summary of the Settlement's principal terms; (c) the Settlement Class  
19 definition; (d) each Class Member's estimated Individual Settlement Payment and  
20 the method for calculating Individual Settlement Payments; (e) the dates which  
21 comprise the Class Period; (f) instructions on how to submit valid Requests for  
22 Exclusion or objections; (g) the deadlines by which the Class Member must  
23 postmark Request for Exclusions or file and serve Notices of Objection to the  
24 Settlement; and (h) the claims to be released, as set forth in Paragraph 23.

25 44. Disputed Information on Notice Packets. Class Members shall have an  
26 opportunity to dispute the information provided in their Notice Packets. To the  
27 extent Class Members dispute their employment dates or the number of wage  
28 statements to which they have been credited, Class Members may produce evidence

1 to the Claims Administrator showing that such information is inaccurate. The  
2 Claims Administrator shall decide the dispute. Defendants' records will be  
3 presumed correct, but the Claims Administrator will evaluate the evidence  
4 submitted by the Class Member and will make the final decision as to the merits of  
5 the dispute.

6 45. Defective Submissions. If a Class Member's Request for Exclusion is  
7 defective as to the requirements listed herein, that Class Member shall be given an  
8 opportunity to cure the defect(s). The Claims Administrator shall mail the Class  
9 Member a cure letter within three (3) business days of receiving the defective  
10 submission to advise the Class Member that their submission is defective and that  
11 the defect must be cured to render the Request for Exclusion valid. The Class  
12 Member shall have until the later of (i) the Response Deadline or (ii) seven (7)  
13 calendar days from the date of the cure letter, whichever date is later, to postmark a  
14 revised Request for Exclusion. If the revised Request for Exclusion is not  
15 postmarked within that period, it shall be deemed untimely.

16 46. Request for Exclusion Procedures. Any Class Member wishing to opt-  
17 out from the Settlement Agreement must sign and postmark a written Request for  
18 Exclusion to the Claims Administrator within the Response Deadline. The date of  
19 the postmark on the return mailing envelope shall be the exclusive means to  
20 determine whether a Request for Exclusion has been timely submitted. Requests  
21 for Exclusion must: (a) contain the name, address, telephone number, and the last  
22 four digits of the Social Security number of the person requesting exclusion; (b) be  
23 signed by the Class Member; (c) clearly state that the Class Member does not wish  
24 to be included in the Settlement; (d) be returned by mail to the Claims  
25 Administrator at the specified address indicated in the Notice Packet; and (e) be  
26 postmarked on or before the Response Deadline. The date of the postmark on the  
27 return mailing envelope shall be the exclusive means to determine whether a  
28 request for exclusion has been timely submitted. A Class Member who does not

1 request exclusion from the Settlement shall be deemed a Class Member and will be  
2 bound by all terms of the Settlement, if the Settlement is granted final approval by  
3 the Court.

4 47. Revocation of Settlement Agreement (by Defendants). If either (i) five  
5 percent (5%) or more of the Class Members, or (ii) a number of Class Members  
6 whose share of the Class Settlement Proceeds is five percent (5%) or more submit  
7 valid Request for Exclusions and opt-out of the Settlement, or both (i) and (ii),  
8 Defendants may rescind the Settlement and all actions taken in furtherance of it will  
9 be thereby null and void. Defendants must exercise this right of rescission in  
10 writing to Class Counsel within fourteen (14) calendar days after the Claims  
11 Administrator notifies the Parties of the total number of Requests for Exclusions. If  
12 the option to rescind is exercised, Defendants agree that they will pay the Claims  
13 Administrator fees up to the date of Defendants' notice to the Administrator if they  
14 choose to void the Settlement.

15 48. Settlement Terms Bind All Class Members Who Do Not Opt-Out.  
16 Any Class Member who does not affirmatively opt-out of the Settlement  
17 Agreement by submitting a timely and valid Request for Exclusion shall be bound  
18 by all of its terms, including those pertaining to the Released Claims, as well as any  
19 Judgment that may be entered by the Court if it grants final approval to the  
20 Settlement.

21 49. Objection Procedures. To object to the Settlement Agreement, a Class  
22 Member must file a valid Notice of Objection with the Court and serve copies of  
23 the Notice of Objection on the Parties before the Response Deadline. The Notice of  
24 Objection must be signed by the Class Member and contain all information required  
25 by this Settlement Agreement. The postmark date of the filing and service shall be  
26 deemed the exclusive means for determining that the Notice of Objection is timely.  
27 Class Members who fail to object in the manner specified above shall be deemed to  
28 have waived all objections to the Settlement and shall be foreclosed from making

1 any objections, whether by appeal or otherwise, to the Settlement Agreement.  
2 Class Members who file and serve timely notices of objection will have a right to  
3 appear at the Final Approval Hearing in order to have their objections heard by the  
4 Court. At no time shall any of the Parties or their counsel seek to solicit or  
5 otherwise encourage Class Members to submit written objections to the Settlement  
6 Agreement or appeal from the Order and Judgment. Class Counsel shall not  
7 represent any Class Members with respect to any such objections to this Settlement.

8 50. Certification Reports Regarding Individual Settlement Payment  
9 Calculations. The Claims Administrator shall provide Defendants’ counsel and  
10 Class Counsel a weekly report which certifies: (a) the number of Class Members  
11 who have submitted valid Requests for Exclusion; and (b) whether any Class  
12 Member has submitted a challenge to any information contained in their Notice  
13 Packet. Additionally, the Claims Administrator will provide to counsel for both  
14 Parties any updated reports regarding the administration of the Settlement  
15 Agreement as needed or requested.

16 51. Distribution Timing of Individual Settlement Payments. Upon the  
17 Effective Date, the Claims Administrator shall issue payments to: (a) Participating  
18 Class Members; (b) the Labor and Workforce Development Agency; and (c) Class  
19 Counsel. The Claims Administrator shall also issue a payment to itself for Court  
20 approved services performed in connection with the settlement.

21 52. Uncashed Settlement Checks. The Parties agree that California Civil  
22 Procedure Code section 384 is applicable to un-cashed or undeliverable settlement  
23 checks. Those funds represented by settlement checks returned as undeliverable  
24 and those settlement checks remaining un-cashed for six (6) months or more after  
25 issuance will constitute “unpaid residuals in class action litigation” as described in  
26 *Cundiff v. Verizon California, Inc.*, 167 Cal. App. 4th 718 (2008). Those funds  
27 represented by un-cashed checks which remain outstanding six (6) months after the  
28 mailing of the settlement checks by the Claims Administrator shall escheat to the

1 Legal Aid at Work, as a designated *cy pres* recipient. In such event, those Class  
2 Members will nevertheless remain bound by the Settlement.

3 53. Certification of Completion. Upon completion of administration of the  
4 Settlement, the Claims Administrator shall provide a written declaration under oath  
5 to certify such completion to the Court and counsel for all Parties.

6 54. Administration Costs if Settlement Fails or is Delayed. If an objection  
7 to the Settlement Agreement is filed with the Court, regardless of the ultimate  
8 outcome of any appeals taken, or if the Settlement is voided, delayed or rescinded,  
9 any costs incurred by the Claims Administrator shall be paid equally by the Parties  
10 (half by Class Counsel and half by Defendants), unless otherwise specified in this  
11 Agreement.

12 55. Treatment of Individual Settlement Payments. All Individual  
13 Settlement Payments will be allocated as follows: 100% to penalties. The  
14 Individual Settlement Payments shall be reported on an IRS Form-1099 by the  
15 Claims Administrator.

16 56. Administration of Taxes by the Claims Administrator. The Claims  
17 Administrator shall be responsible for issuing to Plaintiff, Participating Class  
18 Members, and Class Counsel any 1099 or other tax forms as may be required by  
19 law for all amounts paid pursuant to this Agreement. The Claims Administrator  
20 shall also be responsible for forwarding all penalties to the appropriate government  
21 authorities.

22 57. Tax Liability. Defendants make no representation as to the tax  
23 treatment or legal effect of the payments called for hereunder, and Plaintiff and  
24 Participating Class Members are not relying on any statement, representation, or  
25 calculation by Defendants or by the Claims Administrator in this regard. Plaintiff  
26 and Participating Class Members understand and agree that they will be solely  
27 responsible for the payment of any taxes and penalties assessed on the payments  
28 described herein and will defend, indemnify, and hold Defendants free and

1 harmless from and against any claims resulting from treatment of such payments as  
2 non-taxable damages.

3 58. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT  
4 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY”  
5 AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE  
6 ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES  
7 AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO  
8 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG  
9 THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR  
10 WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR  
11 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON  
12 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES  
13 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS  
14 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED  
15 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND  
16 TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN  
17 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO  
18 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY  
19 OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER  
20 PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY  
21 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER  
22 TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE  
23 IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY  
24 OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION  
25 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S  
26 OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH  
27 LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE  
28 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX

1 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION  
2 CONTEMPLATED BY THIS AGREEMENT.

3 59. No Prior Assignments. The Parties and their counsel represent,  
4 covenant, and warrant that they have not directly or indirectly assigned, transferred,  
5 encumbered, or purported to assign, transfer, or encumber to any person or entity  
6 any portion of any liability, claim, demand, action, cause of action, or right herein  
7 released and discharged.

8 60. Release of Claims by Participating Class Members. Upon the Effective  
9 Date, Plaintiff and all Participating Class Members, as well as their spouses, heirs,  
10 executors, administrators, trustees, attorneys, representatives, agents, and/or  
11 permitted assigns, hereby do and shall be deemed to have fully, finally and forever  
12 released, settled, compromised, relinquished, and discharged any and all of the  
13 Released Parties of and from any and all Released Claims.

14 61. Nullification of Settlement Agreement. In the event that (i) the Court  
15 does not finally approve the Settlement as provided herein, or (ii) the Settlement  
16 does not become final for any other reason, then this Settlement Agreement, and  
17 any documents generated to bring it into effect, shall be null and void. Any order  
18 or judgment entered by the Court in furtherance of this Settlement Agreement shall  
19 likewise be treated as void from the beginning.

20 62. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before  
21 the Court to request the Preliminary Approval of the Settlement Agreement, and the  
22 entry of a Preliminary Approval Order for: (a) conditional certification of the  
23 Settlement Class for settlement purposes only; (b) preliminary approval of the  
24 proposed Settlement Agreement; and (c) setting a date for a Final  
25 Approval/Settlement Fairness Hearing. Class Counsel will provide the Motion for  
26 Preliminary Approval to counsel for Defendants prior to filing with the Court. The  
27 Preliminary Approval Order shall provide for the Notice Packet to be sent to all  
28 Class Members as specified herein. In conjunction with the Preliminary Approval

1 Hearing, Plaintiff shall submit this Settlement Agreement, which sets forth the  
2 terms of this Settlement, and will include the proposed Notice Packet, which shall  
3 include the proposed Notice of Class Action Settlement document, attached as  
4 Exhibit A.

5 63. Final Settlement Approval Hearing and Entry of Judgment. Upon  
6 expiration of the deadlines to postmark Requests for Exclusion, or Notices of  
7 Objections to the Settlement Agreement, and with the Court’s permission, a Final  
8 Approval/Settlement Fairness Hearing shall be conducted to determine the Final  
9 Approval of the Settlement Agreement along with the amounts properly payable  
10 for: (a) Individual Settlement Payments; (b) the Labor and Workforce Development  
11 Agency Payment; (c) the Class Counsel Award; and (d) all Claims Administration  
12 Costs. The Final Approval/Settlement Fairness Hearing shall not be held earlier  
13 than thirty (30) calendar days after the Response Deadline. Class Counsel will be  
14 responsible for drafting all documents necessary to obtain final approval. Class  
15 Counsel will provide the Motion for Final Approval to counsel for Defendants prior  
16 to filing with the Court. Class Counsel will also be responsible for drafting the  
17 attorneys’ fees and costs application to be heard at the Final Approval Hearing.

18 64. Continued Jurisdiction. Upon final approval of the Settlement by the  
19 Court or after the Final Approval/Settlement Fairness Hearing, the Court shall have  
20 continuing jurisdiction solely for purposes of addressing: (a) the interpretation and  
21 enforcement of the terms of the Settlement; (b) settlement administration matters;  
22 and (c) such matters as may be appropriate under Court rules or as set forth in this  
23 Agreement.

24 65. Exhibits Incorporated by Reference. The terms of this Agreement  
25 include the terms set forth in any attached Exhibits, which are incorporated by this  
26 reference as though fully set forth herein. Any Exhibits to this Agreement are an  
27 integral part of the Settlement.

28 66. Confidentiality. The Parties and their counsel agree that they will not

1 issue any press releases, initiate any contact with the press, respond to any press  
2 inquiry, or have any communication with the press about the fact, amount or terms  
3 of the Settlement, other than to state upon inquiry, "The matter has been resolved."  
4 In addition, the Parties and their counsel agree that they will not engage in any  
5 advertising or distribute any marketing materials relating to the Settlement of this  
6 Action, including but not limited to any postings on any websites maintained by  
7 Class Counsel. Any communication about the Settlement to Class Members prior  
8 to the Court approved mailing will be limited to a statement that a settlement has  
9 been reached and the details will be communicated in a forthcoming Court  
10 approved notice. Nothing herein will prohibit Class Counsel from communicating  
11 with Class Members and posting publicly filed Court documents on Class  
12 Counsel's website after the Court approved mailing.

13 67. Entire Agreement. This Settlement Agreement and any attached  
14 Exhibits, the Memorandum of Understanding, and the Individual Settlement  
15 Agreement and Release constitute the entirety of the Parties' settlement terms. No  
16 other prior or contemporaneous written or oral agreements may be deemed binding  
17 on the Parties. The Parties expressly recognize California Civil Code section 1625  
18 and California Code of Civil Procedure section 1856(a), which provide that a  
19 written agreement is to be construed according to its terms and may not be varied or  
20 contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral  
21 or written representations or terms shall modify, vary, or contradict the terms of this  
22 Agreement.

23 68. Amendment or Modification. This Settlement Agreement may be  
24 amended or modified only by a written instrument signed by counsel for all Parties  
25 or their successors-in-interest.

26 69. Authorization to Enter Into Settlement Agreement. Counsel for all  
27 Parties warrant and represent they are expressly authorized by the Parties whom  
28 they represent to negotiate this Settlement Agreement and to take all appropriate

1 action required or permitted to be taken by such Parties pursuant to this Settlement  
2 Agreement to effectuate its terms and to execute any other documents required to  
3 effectuate the terms of this Settlement Agreement. The Parties and their counsel  
4 will cooperate with each other and use their best efforts to effect the  
5 implementation of the Settlement. If the Parties are unable to reach agreement on  
6 the form or content of any document needed to implement the Settlement, or on any  
7 supplemental provisions that may become necessary to effectuate the terms of this  
8 Settlement, the Parties may seek the assistance of the Court to resolve such  
9 disagreement.

10 70. Binding on Successors and Assigns. This Settlement Agreement shall  
11 be binding upon, and inure to the benefit of, the successors or assigns of the Parties  
12 hereto, as previously defined.

13 71. California Law Governs. All terms of this Settlement Agreement and  
14 Exhibits hereto shall be governed by and interpreted according to the laws of the  
15 State of California.

16 72. Execution and Counterparts. This Settlement Agreement is subject  
17 only to the execution of all Parties. However, the Agreement may be executed in  
18 one or more counterparts. All executed counterparts and each of them, including  
19 facsimile and scanned copies of the signature page, shall be deemed to be one and  
20 the same instrument provided that counsel for the Parties shall exchange among  
21 themselves original signed counterparts.

22 73. Acknowledgement that the Settlement is Fair and Reasonable. The  
23 Parties believe this Settlement Agreement is a fair, adequate and reasonable  
24 settlement of the Action and have arrived at this Settlement after arm’s-length  
25 negotiations and in the context of adversarial litigation, taking into account all  
26 relevant factors, present and potential. The Parties further acknowledge that they  
27 are each represented by competent counsel and that they have had an opportunity to  
28 consult with their counsel regarding the fairness and reasonableness of this

1 Agreement. In addition, the Mediator may execute a declaration supporting the  
2 Settlement and the reasonableness of the Settlement and the Court may, in its  
3 discretion, contact the Mediator to discuss the Settlement and whether or not the  
4 Settlement is objectively fair and reasonable.

5 74. Invalidity of Any Provision. Before declaring any provision of this  
6 Settlement Agreement invalid, the Court shall first attempt to construe the provision  
7 as valid to the fullest extent possible consistent with applicable precedents so as to  
8 define all provisions of this Settlement Agreement valid and enforceable.

9 75. Plaintiff’s Waiver of Right to Be Excluded. Plaintiff agrees to sign  
10 this Settlement Agreement and, by signing this Settlement Agreement, is hereby  
11 bound by the terms herein. For good and valuable consideration, Plaintiff further  
12 agrees that she shall not request to be excluded from the Settlement Agreement.  
13 Any such request for exclusion by Plaintiff shall be void and of no force or effect.  
14 Efforts by Plaintiff to circumvent the terms of this paragraph shall be void and of  
15 no force or effect.

16 76. Appeals. Class Counsel may appeal any reduction in the Class  
17 Counsel Award below the amount it requests from the Court, and either party may  
18 appeal any court order that materially alters the Settlement Agreement’s terms.

19 77. Class Action Certification for Settlement Purposes Only. The Parties  
20 agree to stipulate to class action certification only for purposes of the Settlement.  
21 If, for any reason, the Settlement is not approved, the stipulation to certification will  
22 be void. The Parties further agree that certification for purposes of the Settlement is  
23 not an admission that class action certification is proper under the standards applied  
24 to contested certification motions and that this Settlement Agreement will not be  
25 admissible in this or any other proceeding as evidence that either (i) a class action  
26 should be certified, or (ii) Defendants are liable to Plaintiff or any Class Member,  
27 other than according to the Settlement’s terms.

28 78. Non-Admission of Liability. The Parties enter into this Agreement to

1 resolve the dispute that has arisen between them and to avoid the burden, expense,  
 2 and risk of continued litigation. In entering into this Agreement, Defendants do not  
 3 admit, and specifically denies, that they have violated any federal, state, or local  
 4 law; violated any regulations or guidelines promulgated pursuant to any statute or  
 5 any other applicable laws, regulations, or legal requirements; breached any  
 6 contract; violated or breached any duty; engaged in any misrepresentation or  
 7 deception; or engaged in any other unlawful conduct with respect to its employees.  
 8 Neither this Agreement, nor any of its terms or provisions, nor any of the  
 9 negotiations connected with it, shall be construed as an admission or concession by  
 10 Defendants of any such violations or failures to comply with any applicable law.  
 11 Except as necessary in a proceeding to enforce the terms of this Agreement, this  
 12 Agreement and its terms and provisions shall not be offered or received as evidence  
 13 in any action or proceeding to establish any liability or admission on the part of  
 14 Defendants or to establish the existence of any condition constituting a violation of,  
 15 or a non-compliance with, federal, state, local, or other applicable law.

16 79. Captions. The captions and section numbers in this Agreement are  
 17 inserted for the reader’s convenience, and in no way define, limit, construe or  
 18 describe the scope or intent of the provisions of this Agreement.

19 80. Waiver. No waiver of any condition or covenant contained in this  
 20 Agreement or failure to exercise a right or remedy by any of the Parties hereto shall  
 21 be considered to imply or constitute a further waiver by such party of the same or  
 22 any other condition, covenant, right, or remedy.

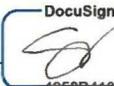
23 81. Enforcement Actions. In the event that one or more of the Parties  
 24 institutes any legal action or other proceeding against any other Party or Parties to  
 25 enforce the provisions of this Settlement or to declare rights and/or obligations  
 26 under this Settlement, the successful Party or Parties shall be entitled to recover  
 27 from the unsuccessful Party or Parties reasonable attorneys’ fees and costs,  
 28 including expert witness fees incurred in connection with any enforcement actions.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**READ CAREFULLY BEFORE SIGNING**

Dated: April <sup>30</sup>, 2021. Plaintiff

DocuSigned by:  
  
By \_\_\_\_\_  
4956D4100FF049D...  
Sharlette Villatoro

Dated: <sup>MAY</sup> ~~March~~ 3, 2021.

Defendants Walters & Wolf Interiors,  
Walters & Wolf Construction  
Specialties, Inc., Walters & Wolf  
Glass Company, and Walters & Wolf  
Precast

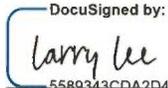
By   
Its Christopher Wolf

**SIGNATURES CONTINUE ON FOLLOWING PAGE**

1 **APPROVED AS TO FORM AND CONTENT**

2  
3 Dated: April<sup>26</sup>, 2021.

Respectfully Submitted,  
**DIVERSITY LAW GROUP, APC**

4  
5 By   
6 5580343CDA2D4A2...  
7 Larry Lee  
8 *Attorneys for Plaintiff Sharlette*  
9 *Villatoro*

10 Dated: May 3, 2021,

Respectfully Submitted,  
**BURKE, WILLIAMS &  
SORENSEN, LLP**

11  
12   
13 By \_\_\_\_\_  
14 Elizabeth M. Pappy  
15 Susan V. Arduengo  
16 *Attorneys for Defendants Walters &*  
17 *Wolf Interiors, Walters & Wolf*  
18 *Construction Specialties, Inc., Walters*  
19 *& Wolf Glass Company, and Walters*  
20 *& Wolf Precast*