

## FIRST AMENDMENT TO CLASS ACTION SETTLEMENT AND RELEASE

This First Amendment is made to the Class Action Settlement and Release (“Agreement”) pursuant to Paragraph 75 of the Agreement, and is made by and between: (1) Plaintiff Matthew Gonzalez Diaz (“Plaintiff”), individually and in his representative capacity on behalf of the Settlement Class, and as a private attorney general on behalf of the State of California; and (2) Defendant Versatile Fall Protection, LLC (“Defendant”). This Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party” and adopts the definitions made in the Agreement.

### 1. AMENDMENT TO DEFINITIONS

Paragraph 8 of the Agreement defining “Class Period” is amended to replace “the Preliminary Approval Date” with “March 19, 2025” to read:

“Class Period” means November 21, 2019 through *March 19, 2025*.<sup>1</sup>

Paragraph 29 of the Agreement defining “PAGA Period” is amended to replace “the Preliminary Approval Date” with “March 19, 2025” to read:

“PAGA Period” means October 19, 2022 through *March 19, 2025*.

Paragraph 65 of the Agreement is amended to read:

Number of Compensable Workweeks. Prior to the mediation, Defendant estimated that there are 167 Class Members who collectively worked 8,043 workweeks from November 21, 2019 to July 29, 2024 and that there are 91 PAGA Members who collectively worked 3,607 pay periods from October 24, 2022 to July 29, 2024. If there is an increase in 10% or more in workweeks (e.g., there are 8,848 workweeks or more) *in the Class Period ending March 19, 2025, Defendant will increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of workweeks worked by the Class Members above the 10% (i.e., if there was an 11% increase in the number of workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%).*

The Class Notice attached as Exhibit 1 to the Agreement is hereby replaced with the revised Class Notice Attached hereto as Exhibit 3.

The Preliminary Approval Order attached as Exhibit 2 to the Agreement is hereby replaced with the revised Preliminary Approval Order hereto as Exhibit 4.

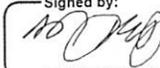
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<sup>1</sup> Italics are used in this First Amendment to assist in identifying language that is changed and not otherwise as emphasis.

**APPROVAL AND EXECUTION BY THE PARTIES**

**CLASS REPRESENTATIVE:**

Dated: 3/12/2025

Signed by:  
  
196AD45FDDB0C41E...  
Matthew Gonzalez Diaz  
Plaintiff and Class Representative

**DEFENDANTS:**

Dated: \_\_\_\_\_

Versatile Fall Protection, LLC

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**PLAINTIFF'S COUNSEL:**

Dated: 3/12/2025

  
\_\_\_\_\_  
Aubry Wand  
The Wand Law Firm, P.C.

**DEFENDANT'S COUNSEL:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
P. Dustin Bodaghi  
Littler Mendelson P.C.

**APPROVAL AND EXECUTION BY THE PARTIES**

**CLASS REPRESENTATIVE:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Matthew Gonzalez Diaz  
Plaintiff and Class Representative

**DEFENDANTS:**

Dated: 3/12/25 \_\_\_\_\_

Versatile Fall Protection, LLC



By: Andy Montero \_\_\_\_\_

Title: CFO \_\_\_\_\_

**PLAINTIFF'S COUNSEL:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Aubry Wand  
The Wand Law Firm, P.C.

**DEFENDANT'S COUNSEL:**

Dated: 3/12/25 \_\_\_\_\_



\_\_\_\_\_  
P. Dustin Bodaghi  
Littler Mendelson P.C.

# **Exhibit 3**

## CLASS NOTICE

*A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.*

### **Why should you read this Notice?**

A settlement (the “Settlement”) has been reached in the class action lawsuit entitled *Diaz v. Versatile Fall Protection, LLC*, California Superior Court, County of Los Angeles, Case No. 23STCV28559 (the “Action”).

According to Defendant’s records, you have been identified as a member of the Class, and therefore are receiving this Notice. Your options are further explained in this Notice. To exclude yourself from, or object to the Settlement, you must act by certain deadlines. If you want to participate in the Settlement as proposed, you don’t need to do anything to obtain your share of the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
<b>DO NOTHING</b>	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits. You will also give up your rights to pursue a separate legal action against Versatile Fall Protection, LLC (“Defendant”), for the claims released under the Settlement.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS</b>	If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded. However, if you do so, you will not receive any payment under the Settlement.
<b>OBJECT</b>	To object to the Settlement, you may object orally at the Final Approval Hearing, or you may write to the Settlement Administrator about why you don’t like the Settlement. This option is available only if you do not exclude yourself from the Settlement.

### **Who is affected by this proposed Settlement?**

The Court has certified, for settlement purposes only, the following Class:

All non-exempt employees who worked for Defendant in California during the time period of November 21, 2019 to March 19, 2025.

According to Defendant’s records, you are a member of the Class (a “Class Member”).

**Insert if applicable:** According to Defendant’s records, you are also a PAGA Member, defined as all non-exempt employees who worked for Defendant in California during the time period of October 19, 2022 to March 19, 2025.

### **What is this case about?**

In the Action, Plaintiff alleges on behalf of himself and the Class the following claims against Defendant: (a) failure to prove meal periods; (b) failure to provide rest breaks; (c) failure to provide recovery periods; (d) failure to overtime wages; (e) failure to pay minimum wages; (f) failure to pay timely wages; (g) failure to pay all wages owed and due upon termination; (h) failure to maintain required records; (i) failure to furnish accurate itemized wage statements; (j) failure to provide reimbursement for employment-related expenses; (k) unfair and unlawful business practices; and (l) violation of California Private Attorneys’ General Act, California Labor Code § 2699, *et seq.*

Defendant strongly denies any and all wrongdoing, and it maintains that it has fully complied with all laws alleged to have been violated in the Operative Complaint. Defendant notes that this Settlement was established specifically to avoid the cost of proceeding with litigation and does not constitute an admission

of liability by Defendant. The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses, however, the Court has granted preliminary approval of this Settlement.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant (the "Parties"), through their attorneys and a mediator. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff and Class Counsel believe this Settlement is in the best interests of the Class.

***Who are the attorneys in this Lawsuit?***

**Class Counsel**

**THE WAND LAW FIRM, P.C.**

Aubry Wand  
100 Oceangate, Ste. 1200  
Long Beach, CA 90802  
Telephone: (310) 590-4503

**Defendant's Counsel**

**LITTLER MENDELSON PC**

P. Dustin Bodaghi  
18565 Jamboree Road, Ste. 800  
Irvine, CA 92612  
Telephone: (949) 705-3000

***What will I receive under the Settlement?***

Subject to final Court approval, Defendant will pay \$215,000 (the "Gross Settlement Amount"). It is estimated that, subject to Court approval, after deducting the attorney's fees and costs, service award to Plaintiff, payment to the California Labor and Workforce Development Agency ("LWDA") and PAGA Members for PAGA penalties, and settlement administration costs from Gross Settlement Amount, there will be a Net Settlement Amount of at least \$67,833.

From this Net Settlement Amount, Individual Settlement Payments will be paid to each Class Member who does not opt out of the Settlement Class ("Settlement Class Member"). The Net Settlement Amount shall be divided among all Settlement Class Members based on the ratio of the number of Compensable Workweeks worked by each Settlement Class Member to the total number of Workweeks worked by all Settlement Class Members, calculated based on Defendant's records.

According to Defendant's records, from November 21, 2019 to March 19, 2025, you worked [redacted] Compensable Workweeks in California as a non-exempt employee, and therefore, your settlement payment as a Class Member is estimated to be \$ [redacted].

**Insert if applicable:** According to Defendant's records, from October 19, 2022 to March 19, 2025, you worked [redacted] Compensable Pay Periods in California as a non-exempt employee, and therefore, your PAGA payment is estimated to be \$ [redacted].

Your settlement payment is only an estimate. Your actual settlement payment may be higher or lower than estimated.

If you wish to dispute the number of Compensable Workweeks credited to you, you must submit a written dispute to the Settlement Administrator at [redacted] by mail, postmarked no later than [Response Deadline], or by e-mail to [redacted]. The dispute must: (1) contain your full name, current address, telephone number, the last four digits of your Social Security number or full employee ID number; (2) contain the case name and case number; (3) contain a clear statement explaining that you wish to dispute the number of Compensable Workweeks and the basis for your dispute; and (4) and be signed by you. You may also wish to attach documentation in support of your dispute.

***When and how will I receive payment?***

If the Court grants final approval of the Settlement, and only after the Effective Date of the Settlement defined below, the Settlement Administrator will send you a settlement check. The settlement approval process takes time so please be patient.

Any settlement payment checks mailed to you under the Settlement shall remain negotiable for 120 days. If you do not negotiate (e.g., cash or deposit) a settlement check within this time period, you will be unable to receive those funds, but you will remain bound by the terms of the Settlement. Any funds that are not timely negotiated by Settlement Class Members will be paid to the California State Controller for deposit in the Unclaimed Property Fund.

Your settlement payment as a Class Member is classified as 33% wages / 67% penalties and interest. **Insert if applicable:** Your settlement payment as a PAGA Member is classified as 100% penalties. None of the Parties or attorneys make any representations concerning the tax implications of this payment. You may wish to consult with their own tax advisors concerning the tax consequences of the Settlement.

#### ***How will the lawyers be paid and how will other funds under the Settlement be distributed?***

Class Counsel will ask the Court to award attorneys' fees up to \$71,667 (one-third of the Gross Settlement Amount) and reimbursement of reasonable litigation costs of up to \$20,000. In addition, Class Counsel will ask the Court to authorize a Class Representative Service Award payment of up to \$10,000 to Plaintiff for his efforts in representing the Class. The cost of administering the Settlement will not exceed \$5,500. A payment in the amount of \$30,000 will also be made to the LWDA for its share of PAGA penalties, while \$10,000 will be paid to PAGA Members. Any of these amounts not awarded by the Court will be included in the Net Settlement Amount and will be distributed to Settlement Class Members.

#### ***What claims are being released by the proposed Settlement?***

As of the date that the Gross Settlement Amount is fully-funded by Defendant, and in exchange for the consideration provided under this Settlement, Settlement Class Members shall fully and finally release and discharge Released Parties, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action, under state, federal, or local law, arising out of or related to the allegations set forth in the Operative Complaint that arose during the Class Period, including claims for: 1) Failure to Provide Meal Periods, 2) Failure to Provide Rest Breaks, 3) Failure to Provide Recovery Periods, 4) Failure to Pay Overtime Wages, 5) Failure to Pay Minimum Wages, 6) Failure to Pay Timely Wages, 7) Failure to Pay All Wages Due to Discharged and Quitting Employees, 8) Failure to Maintain Required Records, 9) Failure to Furnish Accurate Itemized Statements, 10) Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties, and 11) Unfair and Unlawful Business Practices, as well as any claims under the California Labor Code for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 248.1, 248.2, 248.6, 248.7, 510, 512, 514, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, 2810.5, applicable IWC Wage Orders, California Code of Regulations, Title 8, section 3395, California Civil Code section 1021.5, and California Business & Professions Code section 17200, et seq. This Settlement further includes any and all other claims under California common law, the California Labor Code, the Fair Labor Standards Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code alleged in or that could have been alleged under the facts, allegations and/or claims pleaded in the Action. The Parties intend that the nature and scope of Released Claims be as broad as permitted under applicable laws, but not include PAGA Claims, which are separately released below.

In addition, PAGA Members will release all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notice filed by Plaintiff including, any and all claims for PAGA penalties involving any allegations that Defendant failed to provide meal periods, failed to provide rest breaks, failed to provide recovery periods, failed to pay overtime wages, failed to pay minimum wages, failed to pay timely wages, failed to pay all wages due to discharged and quitting employees, failed to maintain required records, failed to furnish accurate itemized statements, failed to indemnify employees for necessary expenditures incurred in discharge of duties, and engaged in unfair and unlawful business practices as well as any claims under the California Labor Code for violations of Labor Code sections Labor Code sections, 201, 202, 203, 204, 210, 218.5, 226.3, 226, 226.7, 248.1, 248.2, 248.6, 248.7, 510, 512, 514, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698, 2699.3, 2802, 2810.5, and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 3395. The State of California, the LWDA, and all PAGA Members are deemed to release, discharge, compromise, relinquish and discharge on behalf of themselves and their respective former and

present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all PAGA Claims during the PAGA Period. The PAGA Members shall release their PAGA claims, to the extent they have any interest, in their entirety and may not opt out of the PAGA release.

Released Parties are Defendant and each of its past, present, and future subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, acquirers, parent, related entities, owners, officers, directors, shareholders, employees, agents, principals, representatives, accountants, auditors, consultants, insurers and reinsurers and assigns.

The Effective Date is the date by when all of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; (b) the Judgment is final; and (c) 75 days have passed and the period of time to appeal has lapsed. The Judgment is final as of the latest of the following occurrences: (a) if no participating Settlement Class Member objects to the Settlement, 90 days after the Court enters Judgment and the time to appeal lapses; (b) if one or more participating Settlement Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. Within 14 days after Defendant funds the GSA, the Settlement Administrator will make all payments to the Class and all other beneficiaries under the Settlement.

### ***What are my options?***

You have several options under this Settlement. You may: (A) remain in the Class and receive payment under the Settlement; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement.

**OPTION A. Remain in the Class.** If you remain in the Class, you will receive payment and be represented by Class Counsel. If you wish to remain in the Class and be eligible to receive a payment under the Settlement, you do *not* need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

**OPTION B. If You Do Not Want To Be Bound By The Settlement.** If you do not want to be part of the Settlement, you must mail a Request for Exclusion to the Settlement Administrator at [REDACTED] or e-mail a Request for Exclusion to [REDACTED]. Your Request for Exclusion must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; and (3) a clear statement you are electing to be excluded from the Settlement; and (4) be signed by you. In order to be timely, your Request for Exclusion must be postmarked, or e-mailed, on or before [REDACTED]. If you do not submit a valid and timely Request for Exclusion, your Request for Exclusion will be rejected, you will be deemed a member of the Settlement Class, and you will be bound by the release of Released Claims as described above. If you submit a valid and timely Request for Exclusion, you will *not* be entitled to any payment as a Class Member from the Net Settlement Amount, but you will preserve all of the legal claims asserted in this Action against Defendant. If you are a PAGA Member, you will still receive a PAGA payment and be subject to the PAGA release outlined above.

**Objecting to the Settlement:** If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you can appear at the Final Approval Hearing and make an oral objection. If you wish to object in writing, you must mail to the Settlement Administrator at [REDACTED], a written statement of objection, or e-mail the written objection to [REDACTED]. The written objection must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; (3) the dates of your employment with Defendant; (4) state whether you intend to appear at the final approval hearing; (5) state the basis for the Objection, including any legal briefs, papers or memoranda in support of the Objection; and (6) be signed by you. In order to be timely, the written objection must be postmarked, or e-mailed, on or before [REDACTED]. Class Counsel will provide the Court with your written objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection.

**You cannot object to the Settlement if you request exclusion from the Settlement.**

***Who is administering the Settlement?***

The Court has appointed a neutral company, Apex Class Action Administration, (the “Settlement Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Settlement Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator’s contact information is as follows:

**[INSERT APEX CONTACT INFORMATION]**

***What is the next step in the approval of the Settlement?***

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement and the plan of distribution of the payments described herein, on [REDACTED] in Department 6 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. The final approval hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement.

***How can I get additional information?***

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. You can also visit the settlement website located at: [REDACTED] for more information, including a copy of the Settlement Agreement.

**PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE**

# **Exhibit 4**

1 **THE WAND LAW FIRM, P.C.**  
Aubry Wand (SBN 281207)  
2 100 Oceangate, Suite 1200  
Long Beach, CA 90802  
3 Telephone: (310) 590-4503  
Email: awand@wandlawfirm.com

4 *Counsel for Plaintiff*  
5

6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
7 **FOR THE COUNTY OF LOS ANGELES**

8 MATTHEW GONZALEZ DIAZ, individually,  
9 and on behalf of all others  
similarly situated,

10 Plaintiff,

11 v.

12 VERSATILE FALL PROTECTION, LLC, a  
13 California limited liability company; and  
DOES 1 through 10, inclusive,

14 Defendants.  
15

Case No.: 23STCV28559

[Hon. Elihu M. Berle]

**[PROPOSED] PRELIMINARY APPROVAL  
ORDER**

Action Filed: December 21, 2023

Trial Date: None Set

1 **[PROPOSED] PRELIMINARY APPROVAL ORDER**

2 The Court now has before its Plaintiff Matthew Gonzalez Diaz (“Plaintiff”)’s unopposed Motion  
3 for Preliminary Approval of Class Action Settlement (“Motion”). After reviewing the Motion, the Class  
4 Action Settlement Agreement and Release (“Settlement Agreement”) and exhibits attached thereto, and  
5 good cause appearing therefore, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the settlement memorialized in the Settlement  
7 Agreement appears to be fair and adequate, and falls within the range of reasonableness, and therefore  
8 meets the requirement for preliminary approval.

9 2. The Court conditionally certifies for settlement purposes the following Class:

10 All non-exempt employees who worked for Defendant in California during the Class Period.

11 The Class Period is November 21, 2019, through March 19, 2025.

12 3. This Order incorporates by reference the definitions in the Settlement Agreement, and all  
13 capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement  
14 Agreement.

15 4. The Court finds, for settlement purposes only, that the Class meets the requirements for  
16 certification under California Code of Civil Procedure § 382 in that: (a) the Class is so numerous that  
17 joinder is impractical; (b) there are questions of law and fact that are common, or of general interest, to  
18 the Class, which predominate over any individual issues; (c) Plaintiff’s claims are typical of the claims of  
19 the Class; (d) Plaintiff and his counsel will fairly and adequately protect the interests of the Class; and (e)  
20 a class action is superior to other available methods for the fair and efficient adjudication of the  
21 controversy.

22 5. The Court appoints, for settlement purposes, Plaintiff Matthew Gonzalez Diaz as  
23 Representative for the Class.

24 6. The Court appoints, for settlement purposes, Aubry Wand of the Wand Law Firm, P.C., as  
25 Counsel for the Class.

26 7. The Court appoints Apex Class Action Administration as the Settlement Administrator.

27 8. The Parties are ordered to carry out the Settlement according to the following  
28 implementation schedule:

Event	Date
Last day for Defendant to provide the Settlement Administrator with the Class Information	
Last day for Settlement Administrator to mail Class Notice	
Last day for Class Members to submit a dispute re. Workweeks, Request for Exclusion, or written Objection	
Last Day for Plaintiff to file Motion for Final Approval and Motion for Attorneys' Fees and Costs and Class Representative Service Award	
Final Approval Hearing	_____ at _____ a.m. / p.m.

9. The Court approves, as to form and content, the Class Notice (attached as Exhibit 1 to the Settlement Agreement).

10. The Court finds that the method of giving notice to the Class constitutes the best means practicable of providing notice under the circumstances. The Court further finds that the Class Notice and the method of giving notice to the Class meet the requirements of California Code of Civil Procedure § 382, California Rules of Court, Rules 3.766 and 3.769, and due process under the California and United States Constitutions, and other applicable law.

11. To object to the Class Settlement in writing, a Settlement Class Member must submit a Notice of Objection in conformity with the requirements set forth in the Class Notice, to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.

12. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendant in any way that the claims asserted have any merit or that this Action was properly brought as a class or representative action, and shall not be used as evidence of, or used against Defendant as an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of

1 any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the  
2 Agreement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement or  
3 Agreement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in  
4 evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant, including,  
5 but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any  
6 liability, fault, wrongdoing, omission, concession or damage.

7 13. In the event the Settlement does not become effective in accordance with the terms of the  
8 Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to  
9 become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the  
10 parties shall revert back to their respective positions as of before entering into the Settlement Agreement.  
11 The fact that the Court certified the Class for settlement purposes shall not be admissible or have any  
12 bearing on the issue of whether any class should be certified in a non-settlement context.

13 14. At the Final Approval Hearing, the Court will consider, *inter alia*, whether the Settlement  
14 should be finally approved as fair, reasonable and adequate, whether a final judgment should be entered,  
15 and whether the payments provided for under the Settlement, including attorneys' fees and costs and  
16 class representative service award, should be finally approved and granted.

17 15. Pending the Final Approval Hearing, all proceedings in this Action, other than  
18 proceedings necessary to implement the Settlement and this Order, are stayed.

19  
20 **IT IS SO ORDERED.**

21  
22 DATED: \_\_\_\_\_

\_\_\_\_\_  
23 Honorable Elihu M. Berle  
24 Judge of the Superior Court  
25  
26  
27  
28