

Electronically Received 10/20/2025 10:46 AM

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*

**FILED**  
Superior Court of California  
County of Los Angeles  
10/21/2025

David W. Slayton, Executive Officer / Clerk of Court  
By:           P. Herrera           Deputy

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  
10 similarly situated,

11 Plaintiff,

12 v.

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

15 Defendants.

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:

<b>Event</b>	<b>Date</b>
Last day for Defendant to provide the Settlement Administrator with the Class Information	10/31/2025
Last day for Settlement Administrator to mail Class Notice	11/14/2025
Last Day for Plaintiff to file Motion for Final Approval and Motion for Attorneys' Fees and Costs and Class Representative Service Award	12/12/2025
Last day for Class Members to submit a dispute re. Workweeks, Request for Exclusion, or written Objection (Response Deadline)	1/14/2026
Deadline to file declaration from Settlement Administrator re: Class Response and to Respond to any Objections	2/10/2026
Final Approval Hearing	2/24/2026 at 9:00 a.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

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

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

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

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

20  
21 **IT IS SO ORDERED.**



**Elihu M. Berle**

22  
23 DATED: 10/21/2025

Elihu M. Berle / Judge

Honorable Elihu M. Berle  
Judge of the Superior Court