

Electronically Received 07/10/2026 10:34 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 and the Settlement Class*

FILED
Superior Court of California
County of Los Angeles
07/15/2026

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—SPRING STREET COURTHOUSE**

9 MATTHEW GONZALEZ DIAZ, individually,
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.

Case No.: 23STCV28559

[Honorable Elihu M. Berle]

[PROPOSED] FINAL APPROVAL ORDER

Date: July 10, 2026

Time: 9:00 a.m.

Dept.: 6

Action Filed: November 21, 2023

Trial Date: None Set

1 **[PROPOSED] FINAL APPROVAL ORDER**

2 The Court has before it Plaintiff Matthew Gonzalez Diaz's ("Plaintiff") unopposed Motion
3 for Final Approval of Class Action Settlement and Motion for Attorneys' Fees and Costs and
4 Class Representative Service Award.

5 The Court previously granted preliminary approval of the Settlement Agreement entered
6 into between Plaintiff and Defendant Versatile Fall Protection, LLC ("Defendant") (collectively,
7 "the Parties").¹ The Court conditionally certified the following Class (the "Class" or "Settlement
8 Class") for settlement purposes:

9 All non-exempt employees who worked for Defendant in California at any time
10 from November 21, 2019 to March 19, 2025.

11 The Court appointed, for settlement purposes, Aubry Wand of the Wand Law Firm, P.C. as
12 Class Counsel, Plaintiff as representative for the Class, and Apex Class Action Administration
13 ("Apex") as the Settlement Administrator.

14 The Court further ordered the Parties to carry out the Settlement according to the
15 implementation schedule set forth at Paragraph 8 of the Preliminary Approval Order dated
16 October 21, 2025. The Court found the Class Notice constituted the best notice practicable under
17 the circumstances and it satisfied due process. The Class Notice informed Class Members of the
18 material terms of the Settlement, including, *inter alia*, (a) the nature of the case and claims
19 asserted, (b) the claims process and procedure for Class Members to follow in order to receive
20 compensation under the Settlement; (c) the payments to Class Counsel for attorneys' fees and
21 costs, payment to the Class Representative Service Award, payment to the Settlement
22 Administrator for Settlement Administration Costs, and payment to the California Labor and
23 Workforce Development Agency ("LWDA") for PAGA penalties; (d) the claims that Class
24 Members release if they do not exclude themselves from the Settlement, (e) the right of any Class
25 Member to object to the proposed Settlement, and an explanation of the procedures to exercise that
26 right; (f) the right of any Class Member to exclude themselves from the proposed Settlement, and

27 ¹ Unless otherwise defined, capitalized terms used herein shall have the same meaning as defined
28 in the Settlement Agreement and Amendment thereto.

1 an explanation of the procedures to exercise that right; and (g) the date, time, and location of the
2 Final Approval Hearing.

3 Thereafter, Plaintiff filed a Motion for Final Approval of Class Action Settlement and a
4 Motion for Attorneys' Fees and Costs and Class Representative Service Award. Both motions are
5 now before the Court. The Court, upon Notice having been given in conformance with the
6 Preliminary Approval Order, and having considered the proposed Settlement, as well as all papers
7 filed, hereby grant both motions, and **ORDERS AS FOLLOWS:**

8 1. This Court has jurisdiction over the subject matter of the action and over all Parties
9 to the action, including all members of the Settlement Class.

10 2. The Settlement Class, defined as "All non-exempt employees who worked for
11 Defendant in California from November 21, 2019 to March 19, 2025," is certified as a Class for
12 settlement purposes only pursuant to California Code of Civil Procedure § 382 in that: (a) the
13 Class is so numerous that joinder is impractical; (b) there are questions of law and fact that are
14 common, or of general interest, to the Class, which predominate over any individual issues; (c)
15 Plaintiff's claims are typical of the claims of the Class; (d) Plaintiff and his counsel will fairly and
16 adequately protect the interests of the Class; and (e) a class action is superior to other available
17 methods for the fair and efficient adjudication of the controversy.

18 3. Class and PAGA Members were provided with notice consistent with the Court-
19 approved notice plan.

20 4. The Gross Settlement Amount is \$215,000. Based on the Court's award of
21 settlement administration costs (\$6,250), the Class Representative Service Award (\$7,500), and
22 attorneys' fees and costs (\$87,312.49 in total), and the payments to the LWDA and PAGA
23 Members (\$40,000 in total), the Net Settlement Amount is \$73,937.51. Thus, the average
24 Individual Settlement Payment to the 198 Class Members is \$373.42.

25 5. The amount allocated to PAGA penalties is \$40,000, of which \$30,000 will be paid
26 to the LWDA. There are 120 PAGA Members, defined as "All non-exempt employees who
27 worked for Defendant in California at any time from October 19, 2022 to March 19, 2025." These
28 PAGA Members will receive an average Individual PAGA Payment of \$83.33.

1 6. One Class Member, Daniel Rojas, submitted a Request for Exclusion.

2 7. Zero Class Members objected to the Settlement.

3 8. Zero Class Members submitted a workweek dispute.

4 9. The notice provided to the Class, and the notice plan approved by the Court,

5 comply with the requirements of California Code of Civil Procedure § 382, California Rules of

6 Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable

7 law, and constitutes the best notice practicable under the circumstances, by providing individual

8 notice to all Class Members who could be identified through reasonable effort, and by providing

9 due and adequate notice of the proceedings and of the matters set forth therein to the other Class

10 Members. The Class Notice fully satisfied the requirements of due process.

11 10. The Court finds the Settlement was entered into in good faith, that the Settlement is

12 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable

13 requirements for final approval of this class action settlement under California law, including

14 California Rules of Court, Rule 3.769.

15 11. Neither the Settlement nor any of the terms set forth in the Settlement Agreement

16 are admissions by Defendant, or any of the other Released Parties, of liability on any of the

17 allegations alleged in the action, nor is this Order a finding of the validity of any claims in the

18 action, or of any wrongdoing by the Defendant, or any of the other Released Parties.

19 12. A class action settlement is presumed to be fair if: ““(1) it is reached through arm’s

20 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to

21 act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors

22 is small.”” *Chavez v. Netflix* (2008) 162 Cal.App.4th 43, 52 (quotation omitted). The Court finds

23 that the Settlement is presumptively fair based on the foregoing factors because it was negotiated

24 based on sufficient information through arm’s-length negotiations, under the auspices of a well-

25 respected mediator, by counsel experienced in wage and hour class action litigation. Moreover, no

26 Class Members have objected to the Settlement.

27 13. Beyond determining whether a settlement is entitled to a presumption of fairness, a

28 court must further consider factors such as: (1) the strength of plaintiffs’ case; (2) the risk and

1 expense of further litigation; (3) the risk of maintaining class status through trial; (4) the amount
2 offered in settlement; (5) the extent of discovery completed; (6) the experience and views of
3 counsel; (7) the presence of a government participant; and (8) and the reaction of the class
4 members to the proposed class settlement. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,
5 1801; *In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 723. The Court finds that each of
6 these factors weigh in support final approval.

7 14. First, the Court recognizes there are real risks to Plaintiff and the Class if Plaintiff
8 were to proceed with contested litigation. Declaration of Aubry Wand (“Wand Decl.”) ¶ 20-26.

9 15. Second, the amount offered under the Settlement is fair and adequate. Plaintiff
10 represents that the Gross Settlement Amount represents over 8 percent of the maximum damages
11 potential if Plaintiff were able to certify, and then prevail at trial, on his claims. *Id.* ¶¶ 27-28.
12 When balanced against the risks of continued litigation, the Court finds that the Gross Settlement
13 Amount is fair and provides meaningful compensation to the Class.

14 16. Third, the Settlement was reached based on extensive investigation and informal
15 discovery, including analysis of pertinent time and payroll data and other records for the Class. *Id.*
16 ¶¶ 4-10.

17 17. Fourth, Counsel, who is experienced in wage-and-hour class action litigation,
18 endorses the Settlement as fair and reasonable and in the best interest of the Class. *Id.* ¶¶ 31-49.

19 18. Fifth, notice was provided to the LWDA, and it has not indicated that it objects to
20 or opposes the Settlement. *Id.* ¶¶ 15-19.

21 19. Finally, as set forth above, the reaction of the Class to the Settlement is positive.

22 20. Based on consideration of the foregoing factors, and the Court’s familiarity with
23 the litigation, the Court finds that the Settlement is in all respects fair, reasonable, and adequate, is
24 in the best interest of the Class, and is hereby finally approved.

25 21. Upon entry of this Order, compensation to the Settlement Class Members shall be
26 effected pursuant to the terms of the Settlement Agreement.

27 22. In addition to any recovery that Plaintiff may receive as a Settlement Class Member
28 under the Settlement, and in recognition of Plaintiff’s efforts on behalf of the Settlement Class, the

1 Court hereby approves the payment of a Class Representative Service Award in the amount of
2 \$7,500 to Plaintiff. The Court finds that this amount is appropriate based on the factors articulated
3 in *Golba v. Dick's Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251. As set forth in Plaintiff's
4 declaration, Plaintiff took on risk, both financial and in terms of future employment prospects, by
5 agreeing to act as the Class Representative, devoted considerable time and energy time to this
6 action for the benefit of the Class, agreed to a section 1542 waiver, which does not apply to the
7 release of Class Members, and achieved an excellent result for the Class. Declaration of Mathew
8 Gonzalez Diaz ("Diaz Decl.") ¶¶ 5-9; Wand Decl. ¶¶ 71-76.

9 23. With respect to attorneys' fees, the Court approves the amount of \$71,666.67 based
10 on both the percentage of recovery and lodestar methods.

11 24. The Court can utilize the percentage of the recovery method. *See Laffitte v. Robert*
12 *Half International Inc.* (2016) 1 Cal.5th 480, 503 ("when class action litigation establishes a
13 monetary fund for the benefit of class members, and the trial court in its equitable powers awards
14 class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by
15 choosing an appropriate percentage of the fund created."). The Gross Settlement Amount
16 represents a true common fund, as Defendant is obligated to pay this entire amount, and no portion
17 of the Gross Settlement Amount will revert to Defendant.

18 25. In addition, the Court finds that the requested fees, which represent one-third of the
19 Gross Settlement Amount, are reasonable and appropriate. *See In re Consumer Privacy Cases*
20 (2009) 175 Cal.App.4th 545, 558 n.13 ("Empirical studies show that, regardless whether the
21 percentage method or the lodestar method is used, fee awards in class actions average around one-
22 third of the recovery."); *Singer v. Becton Dickinson & Co.*, No. 08-CV-821-IEG (BLM), 2010 WL
23 2196104, at *8 (S.D. Cal. Jun. 1, 2010) (approving fee award of 33.33% of the fund and citing two
24 cases approving fees of 40% of the fund); *Fernandez v. Victoria Secret Stores, LLC*, No. CV-06-
25 04149-MMM (SHx), 2008 WL 8150856, at *16 (C.D. Cal. Jul. 21, 2008) (holding fee award 34%
26 of the fund was fair). Thus, the percentage of the recovery method also supports the requested
27 attorneys' fees.

28 26. The lodestar is a presumptively reasonable fee. *See Perdue v. Kenny A. ex rel. Winn*

1 (2010) 559 U.S. 542, 552. Class Counsel's lodestar to date is \$94,095, Wand Decl. ¶¶ 53-63,
2 which the Court finds reasonable, based on its familiarity with the litigation, which has been
3 ongoing for over one year. A fee award of \$71,666.67 represents a substantial negative multiplier,
4 which provides further support for the reasonableness of the fee award. *See, e.g., Schiller v.*
5 *David's Bridal, Inc.*, No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001, at *23 (E.D. Cal. June
6 11, 2012) ("An implied negative multiplier supports the reasonableness of the percentage fee
7 request."). As explained below, Counsel's lodestar is reasonable and justified.

8 27. The Court finds that \$15,645.82 in litigation costs incurred and requested by Class
9 Counsel were necessary and appropriate. Wand Decl. ¶ 69.

10 28. Accordingly, the Court approves the payment of attorneys' fees to Class Counsel in
11 the amount of \$71,666.67, and reimbursement of reasonable litigation expenses in the amount
12 \$15,645.82, to the Wand Law Firm, P.C.

13 29. The Court approves the payment of settlement administration costs in the amount
14 of \$6,250 to Apex.

15 30. The Court approves and orders payment in the amount of \$30,000 (which
16 represents 75% of the \$40,000 allocated for the PAGA payment) to the LWDA, which represents
17 a fair and equitable sum for resolution of claims raised pursuant to California Labor Code section
18 2698, *et seq.* The Court also approves the amount of \$10,000 (which represents 25% of the
19 \$40,000 allocated for the PAGA payment) to PAGA Members.

20 31. The Gross Settlement Amount, the Net Settlement Amount, and the methodology
21 used to calculate and pay each Class Member's and PAGA Members' settlement payments are fair
22 and reasonable, and the Court authorizes the Settlement Administrator to issue individual
23 settlement payments to each Class Member and PAGA Member pursuant to the terms of the
24 Settlement Agreement. The Court also authorizes the Settlement Administrator to issue payment
25 to the LWDA as set forth in this Order.

26 32. All Unclaimed Funds from Individual Settlement Payments and Individual PAGA
27 Payments shall be paid to California State Controller for deposit in the Unclaimed Property Fund
28 in the name of the individual.

1 33. Upon the Effective Date, Plaintiff, and all Settlement Class Members and PAGA
2 Employees, shall have, by operation of this Order and the accompanying Judgment, fully, finally,
3 and forever released, relinquished, and discharged Defendant and Released Parties from all
4 Released Claims as defined under the terms of the Settlement Agreement.

5 34. Upon completion of the administration of the Settlement, Plaintiff shall file a
6 declaration from the Settlement Administrator concerning the amount of money distributed and
7 certifying completion of the administration of the Settlement. A report from Apex re: distribution
8 of the Settlement funds shall be filed no later than May 14, 2027.

9 35. A Final Accounting hearing shall take place on May 25, 2027 at 8:30 a.m. in this
10 Court.

11 36. Plaintiff's Motion for Final Approval and Motion for Attorneys' Fees and Costs
12 and Class Representative Service Award are hereby granted, and the Court directs that a judgment
13 shall be entered in accordance with the terms stated herein, and as set forth in the Judgment.

14 37. This Court shall retain jurisdiction with respect to all matters related to the
15 administration and consummation of the Settlement, to enforce the terms of the judgment, and any
16 and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including
17 but not limited to all matters related to the Settlement and the determination of all controversies
18 relating thereto.

19 **IT IS SO ORDERED.**



Elihu M. Berle

20
21 DATED: 07/15/2026

Elihu M. Berle / Judge
Honorable Elihu M. Berle
Judge of the Superior Court