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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

10 MATTHEW GONZALEZ DIAZ, individually,
11 and on behalf of all others similarly situated,

12 Plaintiff,

13 v.

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

17 Defendants.

Case No.: 23STCV28559

[Honorable Elihu M. Berle]

[PROPOSED] JUDGMENT

FILED
Superior Court of California
County of Los Angeles

07/15/2026

David W. Slayton, Executive Officer / Clerk of Court

By: P. Herrera Deputy

1 **[PROPOSED] JUDGMENT**

2 The Court issued an order granting final approval of the class and representative action
3 Settlement (“Final Approval Order”) entered into between Plaintiff Matthew Gonzalez Diaz
4 (“Plaintiff”) and Defendant Versatile Fall Protection, LLC (“Defendant”) (collectively, “the
5 Parties”).

6 In the Final Approval Order, the Court certified the following the Class:

7 All non-exempt employees who worked for Defendant in California at any time
8 during the Class Period (November 21, 2019 to March 19, 2025).

9 **Released Claims by Plaintiff.** Plaintiff’s released claims against Defendant and Released
10 Parties includes a general release of all claims, including a waiver of Section 1542 of the
11 California Civil Code. Settlement Agreement ¶ 38.

12 **Released Claims by Class Members.** All Class Members who did not timely exclude
13 themselves from the Settlement shall be deemed to have released against Defendant and Released
14 Parties during the Class Period (i.e., November 21, 2019 to March 19, 2025) the following:

15 Any and all claims, debts, liabilities, demands, under state, federal, or local law, arising out
16 of or related to the allegations set forth in the Operative Complaint that arose during the
17 Class Period, including claims for: 1) Failure to Provide Meal Periods, 2) Failure to
18 Provide Rest Breaks, 3) Failure to Provide Recovery Periods, 4) Failure to Pay Overtime
19 Wages, 5) Failure to Pay Minimum Wages, 6) Failure to Pay Timely Wages, 7) Failure to
20 Pay All Wages Due to Discharged and Quitting Employees, 8) Failure to Maintain
21 Required Records, 9) Failure to Furnish Accurate Itemized Statements, 10) Failure to
22 Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties, and 11)
23 Unfair and Unlawful Business Practices, as well as any claims under the California Labor
24 Code for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 226, 226.3,
25 226.7, 248.1, 248.2, 248.6, 248.7, 510, 512, 514, 558, 1174, 1174.5, 1194, 1197, 1197.1,
26 1198, 2802, 2810.5, applicable IWC Wage Orders, California Code of Regulations, Title 8,
27 section 3395, California Civil Code section 1021.5, and California Business & Professions
28 Code section 17200, *et seq.* This 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.

Settlement Agreement ¶ 39.

26 **Released Claims by PAGA Members.** All PAGA Members shall be deemed to have
27 released against Defendant and Released Parties during the PAGA Period (i.e., October 19, 2022
28

1 to March 19, 2025) the following:

2 All claims for PAGA penalties that were alleged, or reasonably could have been alleged,
3 based on the facts stated in the Operative Complaint, and the PAGA Notice filed by
4 Plaintiff including, any and all claims for PAGA penalties involving any allegations that
5 Defendant failed to provide meal periods, failed to provide rest breaks, failed to provide
6 recovery periods, failed to pay overtime wages, failed to pay minimum wages, failed to
7 pay timely wages, failed to pay all wages due to discharged and quitting employees, failed
8 to maintain required records, failed to furnish accurate itemized statements, failed to
9 indemnify employees for necessary expenditures incurred in discharge of duties, and
10 engaged in unfair and unlawful business practices as well as any claims under the
11 California Labor Code for violations of Labor Code sections Labor Code sections, 201,
12 202, 203, 204, 210, 218.5, 226.3, 226, 226.7, 248.1, 248.2, 248.6, 248.7, 510, 512, 514,
13 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698, 2699.3, 2802, 2810.5, and applicable
14 IWC Wage Orders, and California Code of Regulations, Title 8, section 3395. The State of
15 California, the LWDA, and all PAGA Members are deemed to release, discharge,
16 compromise, relinquish and discharge on behalf of themselves and their respective former
17 and present representatives, agents, attorneys, heirs, administrators, successors, and
18 assigns, the Released Parties from all PAGA Claims during the PAGA Period. The PAGA
19 Members shall release their PAGA claims, to the extent they have any interest, in their
20 entirety and may not opt out of the PAGA release.

21 Settlement Agreement ¶ 40.

22 Judgment in this matter is entered in accordance with the terms of the Settlement
23 Agreement and Amendment thereto and the Final Approval Order. This document shall constitute
24 a Judgment for purposes of California Rule of Court 3.769(h). This Judgment is intended to be a
25 final disposition of the above captioned action in its entirety, and it is intended to be immediately
26 appealable.

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

IT IS SO ORDERED, ADJUDGED AND DECREED.

07/15/2026

DATED: _____



Elihu M. Berle

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