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Clerk of the Superior Court
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ELVIRA RAMIREZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ELVIRA RAMIREZ, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

SOUTH BAY SAND BLASTING AND
TANK CLEANING, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 37-2022-00000539-CU-OE-CTL

*Assigned for all purposes to: Hon. Joel R.
Wohlfeil, Dept. C-73*

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF JOINT STIPULATION OF
CLASS ACTION AND PAGA
SETTLEMENT**

Hearing Date: April 4, 2025
Hearing Time: 9:00 a.m.
Department: C-73

Complaint Filed: January 5, 2022
Trial Date: Not Set

[PROPOSED] ORDER

The Motion of Plaintiff ELVIRA RAMIREZ ("Plaintiff") for Preliminary Approval of Joint Stipulation of Class Action and PAGA Settlement ("Motion") came regularly for hearing before this Court on April 4, 2025. The Court, having considered the proposed Joint Stipulation of Class Action and PAGA Settlement Agreement ("Agreement" or "Settlement Agreement") attached as Exhibit 1 to the Declaration of Heather Davis filed concurrently with the Motion; having considered Plaintiff's Motion for Preliminary Approval of Joint Stipulation of Class Action and PAGA Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; and good cause appearing, **HEREBY ORDERS THE FOLLOWING:**

1. The Court GRANTS preliminary approval of the class action settlement as set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Fairness hearing. All terms used herein shall have the same meaning as defined in the Settlement Agreement. For purposes of the Settlement Agreement only, the Court finds that the proposed Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following settlement Class:

All current and former hourly paid non-exempt employees of Defendant South Bay Sand Blasting and Tank Cleaning, Inc., who were employed by Defendant South Bay Sand Blasting and Tank Cleaning, Inc., in the state of California, at any time during the Class Period. The Class Period means the period between January 5, 2018 and May 13, 2024.

2. For purposes of the Settlement Agreement only, the Court designates Plaintiff Elvira Ramirez as the Class Representative and designates Protection Law Group, LLP as Class Counsel.

3. The Court designates Apex Class Action, LLC as the third-party Settlement Administrator.

4. The Parties are ordered to implement the Settlement Agreement according to the

1 terms of the Settlement Agreement.

2 5. The Court approves, as to form and content, the Court Approved Notice of
3 Proposed Class Action and PAGA Settlement ("Class Notice") attached as Exhibit A to the
4 Settlement Agreement.

5 6. The Court finds that the form of notice to the Class regarding the pendency of the
6 Action and of the Settlement Agreement, the dates selected for mailing and distribution, and the
7 methods of giving notice to members of the Class, satisfy the requirements of due process,
8 constitute the best notice practicable under the circumstances, and constitute valid, due, and
9 sufficient notice to all members of the Class. The form and method of giving notice complies
10 fully with the requirements of California Code of Civil Procedure § 382, California Civil Code §
11 1781, California Rules of Court §§ 3.766 and 3.769, the California and United States
12 Constitutions, and other applicable law.

13 7. The Court further approves the procedures for Class Members to opt-out of or
14 object to the Settlement Agreement, as set forth in the Class Notice and the Settlement Agreement.
15 However, Class Members shall not be required to submit a written objection in order to attend the
16 Final Approval Hearing. Class Members may appear and orally object at the Final Approval
17 Hearing regardless of whether they have submitted a written objection. The procedures and
18 requirements for filing objections in connection with the final fairness hearing are intended to
19 ensure the efficient administration of justice and the orderly presentation of any Class Member's
20 objection to the Settlement Agreement, in accordance with the due process rights of all Class
21 Members.

22 8. The Court directs the Settlement Administrator to mail the Class Notice to the
23 members of the Class in accordance with the terms of the Settlement Agreement.

24 9. The Class Notice shall provide sixty (60) calendar days' notice (plus an additional
25 fifteen (15) calendar days for Class Members whose Class Notice is re-mailed) for Class Members
26 to submit disputes, opt-out of, or object to the Settlement Agreement.

27 10. The hearing on Plaintiff's Motion for Final Approval of Settlement Agreement on
28 the question of whether the Settlement Agreement should be finally approved as fair, reasonable,

and adequate is scheduled in Department C-73 of this Court, located at 330 West Broadway, San Diego, CA 92101, on 10-10, 2025, at 9:45 a.m. / p.m.

11. At the Final Fairness hearing, the Court will consider: (a) whether the Settlement Agreement should be approved as fair, reasonable, and adequate for the Class; (b) whether a judgment granting final approval of the Settlement Agreement should be entered; and (c) whether Plaintiff's application for a class representative incentive award, settlement administration costs, and Class Counsel's attorney's fees and costs, should be granted.

12. Counsel for the Parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of Plaintiff's application for a class representative incentive award, settlement administration costs, Class Counsel's attorneys' fees and costs, prior to the hearing on Plaintiff's Motion for Final Approval of Settlement Agreement according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

13. An implementation schedule is below:

Event	Date
Defendant to provide class contact information to the Settlement Administrator no later than:	<u>4-18-25</u> [14 calendar days following preliminary approval]
Settlement Administrator to mail the Class Notice to the Class Members no later than:	<u>4-26-25</u> [7 calendar days following provision of contact information]
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement Agreement:	<u>6-24-25</u> [60 days after mailing of the Class Notice]
Deadline for Plaintiff to file Motion for Final Approval of Joint Stipulation of Class Action and PAGA Settlement:	
Hearing on Motion for Final Approval of Settlement	

1 14. Pending the Final Fairness hearing, all proceedings in this Action, other than
2 proceedings necessary to carry out or enforce the terms and conditions of the Settlement
3 Agreement and this Order, are stayed. To facilitate administration of the Settlement Agreement
4 pending final approval, the Court hereby enjoins Plaintiff and all members of the Class from filing
5 or prosecuting any claims, or suits regarding claims released by the Settlement Agreement, unless
6 and until such Class Members have filed valid Requests for Exclusion with the Settlement
7 Administrator.

8 15. Counsel for the Parties are hereby authorized to utilize all reasonable procedures
9 in connection with the administration of the Settlement Agreement which are not materially
10 inconsistent with either this Order or the terms of the Settlement Agreement.

11
12 **IT IS SO ORDERED.**

13
14 DATED: _____

1-4-25

By: _____


HON. JOEL R. WOHLFEIL
JUDGE OF THE SUPERIOR COURT