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FILED
San Diego Superior Court

OCT 10 2025

Clerk of the Superior Court
By: Y. Mapula, Deputy

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF SAN DIEGO**

14 ELVIRA RAMIREZ, individually and on
15 behalf of others similarly situated, and as an
16 aggrieved employee and Private Attorney
General,

17 Plaintiff,

18 vs.

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

22 Defendants.

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

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

23 ~~PROPOSED~~ **FINAL ORDER AND
24 JUDGMENT**

Hearing Date: October 10, 2025
Hearing Time: 9:00 a.m.
Department: C-73

25 Complaint Filed: January 5, 2022
26 Trial Date: Not Set
27
28

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court
3 on October 10, 2025, for a hearing and Final Order Approving Class Action and PAGA Settlement
4 and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order
5 (“Preliminary Approval Order”), and as set forth in the Joint Stipulation of Class Action and PAGA
6 Settlement (“Settlement Agreement” or “Agreement”), and due and adequate notice having been
7 given to all Class Members as required in the Preliminary Approval Order, and the Court having
8 considered all papers filed and proceedings had herein and otherwise being fully informed and
9 good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS**
10 **FOLLOWS:**

11 1. The Court GRANTS Plaintiff Elvira Ramirez’s (“Plaintiff”) Motion for Final
12 Approval of Class Action and PAGA Settlement.

13 2. All terms used herein shall have the same meaning as defined in the Agreement.

14 3. Consistent with the definitions provided in the Settlement Agreement, the term
15 “Class” and “Class Members” shall mean the following: “all current and former hourly-paid, non-
16 exempt employees of Defendant South Bay Sand Blasting and Tank Cleaning, Inc., who were
17 employed by Defendant South Bay Sand Blasting and Tank Cleaning, Inc., in the State of
18 California at any time between January 5, 2018, and May 13, 2024.” The term “Participating Class
19 Member” includes all Class Members who did not submit a timely and valid Request for Exclusion
20 as provided in the Agreement.

21 4. Consistent with the definitions provided in the Settlement Agreement, the term
22 “PAGA Members” shall mean the following: “all current and former hourly-paid, non-exempt
23 employees of Defendant South Bay Sand Blasting And Tank Cleaning, Inc., who were employed
24 by Defendant South Bay Sand Blasting And Tank Cleaning, Inc. in the State of California at any
25 time between May 13, 2023, and May 13, 2024.”

26 5. This Court has jurisdiction over the subject matter of this Action and over all Parties
27 to this Action, including all Class Members and PAGA Group Members.

28 6. Distribution of the Class Notice directed to the Class Members as set forth in the

1 Agreement and the other matters set forth therein has been completed in conformity with the
2 Preliminary Approval Order, including individual notice to all Class Members who could be
3 identified through reasonable effort, and the best notice practicable under the circumstances. The
4 Class Notice provided due and adequate notice of the proceedings and of the matters set forth
5 therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to
6 such Class Notice, and the Class Notice fully satisfied the requirements of due process. All Class
7 Members, all Released Class Claims and all Released PAGA Claims, are covered by and included
8 within the Settlement and this Final Order.

9 7. The Court hereby finds the Settlement was entered into in good faith pursuant to
10 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
11 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
12 standards and applicable requirements for final approval of this class action settlement under
13 California law, including the provisions of California Code of Civil Procedure section 382 and
14 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
15 *Superior Court*, 4 Cal.3d 800, 821 (1971).

16 8. The Court hereby confirms Protection Law Group, LLP as Class Counsel.

17 9. The Court hereby approves the Settlement set forth in the Agreement and finds that
18 the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate
19 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
20 result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that
21 the Parties have conducted extensive and sufficient investigation and research, and counsel for the
22 Parties are able to reasonably evaluate their respective positions. The Court also finds that
23 Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks
24 that would be presented by the further prosecution of the Action. The Court has reviewed the
25 benefits that are being granted as part of the Settlement and recognizes the significant value to the
26 Class Members. The Court also finds that the Class is properly certified as a class for settlement
27 purposes only.

28 10. Upon the complete funding of the Gross Settlement Amount and all applicable

1 employer-side payroll taxes by Defendant, Plaintiff and all Participating Class Members, shall
2 fully release and discharge Defendant South Bay Sand Blasting And Tank Cleaning, Inc., and its
3 past, present and/or future, direct and/or indirect, parent companies, subsidiaries, affiliates,
4 divisions, predecessors, successors, assigns, and joint venturers, and each of their owners, officers,
5 directors, members, managers, employees, agents, representatives, attorneys, insurers, partners,
6 investors, shareholders, and administrators, and any other individual or entity that could be jointly
7 liable with Defendant for the claims asserted in the Action (“Released Parties”) from any and all
8 claims, rights, demands, liabilities, and causes of actions that are alleged, or that reasonably could
9 have been alleged, based on the facts asserted in the operative complaint in the Action, including
10 factual claims regarding Defendant's alleged: (i) failure to pay all regular wages, minimum wages,
11 and overtime wages due (California Labor Code sections 221, 510, 1194, 1194.2, 1197, 1197.1,
12 1198); (ii) failure to provide meal periods or compensation in lieu thereof (California Labor Code
13 sections 226.7, 512); (iii) failure to provide rest periods or compensation in lieu thereof (California
14 Labor Code section 226.7); (iv) failure to pay wages timely at time of termination or resignation
15 (California Labor Code sections 201, 202, 203); (v) failure to provide timely pay wages during
16 employment (California Labor Code sections 204, 210); (vi) failure to provide complete, accurate
17 wage statements (California Labor Code section 226); (vii) failure to reimburse necessary business
18 expenses (California Labor Code sections 2800, 2802); (viii) collecting wages previously paid
19 (California Labor Code section 221); (ix) failure to properly maintain employment records
20 (California Labor Code section 1174); and (x) unfair business practices (California Business and
21 Professions Code section 17200 et seq.) and all damages, liquidated damages, interest, statutory
22 penalties, attorneys’ fees, costs, and other amounts recoverable based on the aforementioned, to
23 the extent permissible (“Released Class Claims”). This release shall apply to claims arising during
24 the Class Period.

25 11. Upon the complete funding of the Gross Settlement Amount and all applicable
26 employer-side payroll taxes by Defendant, the California Labor and Workforce Development
27 Agency and the State of California, through Plaintiff as its agent and/or proxy, and all PAGA
28 Members shall release and discharge the Released Parties from all claims for PAGA civil penalties

1 that are alleged, or that reasonably could have been alleged, based on the facts asserted in the
2 operative complaint and Plaintiff's PAGA Notice in the Action, including claims for PAGA civil
3 penalties based on Defendant's alleged: (i) failure to pay all regular wages, minimum wages, and
4 overtime wages due (California Labor Code sections 221, 510, 1194, 1194.2, 1197, 1197.1, 1198);
5 (ii) failure to provide meal periods or compensation in lieu thereof (California Labor Code sections
6 226.7, 512); (iii) failure to provide rest periods or compensation in lieu thereof (California Labor
7 Code section 226.7); (iv) failure to pay wages timely at time of termination or resignation
8 (California Labor Code sections 201, 202, 203); (v) failure to provide timely pay wages during
9 employment (California Labor Code sections 204, 210); (vi) failure to provide complete, accurate
10 wage statements (California Labor Code section 226); (vii) failure to reimburse necessary business
11 expenses (California Labor Code sections 2800, 2802); (viii) collecting wages previously paid
12 (California Labor Code section 221); and (ix) failure to properly maintain employment records
13 (California Labor Code section 1174) ("Released PAGA Claims"). This release shall apply to
14 claims for PAGA civil penalties arising during the PAGA Period and shall be binding on all PAGA
15 Members.

16 12. Additionally, upon the complete funding of the Gross Settlement Amount, Plaintiff
17 Elvira Ramirez—on behalf of herself only—shall fully release the Released Parties from any and
18 all Released Class Claims and Released PAGA Claims and also generally release and discharge
19 the Released Parties from any and all claims, demands, obligations, causes of action, rights, or
20 liabilities of any kind which have been or could have been asserted against the Released Parties
21 from the beginning of time until the moment Plaintiff signed the Agreement ("Plaintiff's General
22 Release"). Plaintiff's General Release includes but is not limited to claims for wages, restitution,
23 penalties, retaliation, defamation, discrimination, harassment, wrongful termination of
24 employment, breach of contract, intentional and/or negligent infliction of emotional distress, and
25 claims under any common law or federal, state, or local statute, ordinance, regulation, rule, or other
26 law, including but not limited to the California Labor Code, Industrial Welfare Commission Wage
27 Orders, the California Fair Employment and Housing Act, the California Family Rights Act, the
28 California Constitution, the California Government Code, the California Civil Code, the

1 Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of
2 1991, 42 U.S.C. § 1981, the Age Discrimination in Employment Act, the Fair Labor Standards
3 Act, the Equal Pay Act, the Rehabilitation Act of 1973, and the Family and Medical Leave Act,
4 and all amendments thereto. Plaintiffs' General Release is for any and all relief, no matter how
5 denominated, including but not limited to statutory penalties, back pay, front pay, vacation pay,
6 bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages,
7 damages for pain and suffering, and attorneys' fees and costs and interest (except as otherwise
8 provided by the Settlement Agreement) relating to or in any way connected with the matters
9 referred to herein, whether or not known or suspected to exist, and whether or not specifically or
10 particularly described therein. Specifically, Plaintiff Elvira Ramirez, waives all rights and benefits
11 afforded by California Civil Code Section 1542, which provides:

12 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
13 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
14 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
15 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR
16 HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
17 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

16 This release specifically excludes claims for unemployment insurance, disability, social
17 security, and workers compensation (with the exception of claims arising pursuant to California
18 Labor Code Section 132(a) and 4553) and any claim that cannot be released as a matter of law.

19 13. No Class Member, requested to be excluded from the terms of the Settlement. The
20 last date to timely submit a request for exclusion was July 29, 2025. Accordingly, all 865
21 Participating Class Members are included and bound by this Order and Judgment..

22 14. The Court also hereby finds that there were no written objections to the Settlement.
23 The last day to submit a written objection to the settlement was July 29, 2025. The Court also notes
24 there were no objections made at the hearing on Final Approval of the Settlement.

25 15. The Court finds the settlement payments provided for under the Agreement to be
26 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement,
27 the Court orders Defendant South Bay Sand Blasting and Tank Cleaning, Inc. to fund and deposit
28 the Gross Settlement Amount in three (3) installments, according to the terms of the Settlement

1 Agreement as follows: (1) Within thirty (30) calendar days of the Effective Date of the Settlement,
2 Defendant will fund and deposit one-half (1/2) of the Gross Settlement Amount (i.e., \$100,000.00)
3 and all applicable employer-side payroll taxes into a Qualified Settlement Fund (“QSF”) to be
4 established by the Settlement Administrator; (2) Defendant shall make the second installment
5 payment comprising twenty-five percent (25%) of the Gross Settlement Amount (i.e., \$50,000.00)
6 within six (6) months after the first installment payment; and (3) Defendant shall make the third
7 and final installment payment comprising the remaining twenty-five percent (25%) of the Gross
8 Settlement Amount (i.e., \$50,000.00) within six (6) months after the second installment payment
9 to provide payments for (a) the Individual Settlement Payments of Class and PAGA Members; (b)
10 the PAGA Payment to the Labor and Workforce Development Agency; (c) the Class
11 Representative Incentive Payment to Plaintiff; (d) Class Counsel’s Fees and Costs and (e)
12 Settlement Administration Costs. The calculations and the payments shall be made administered
13 in accordance with the terms of the Agreement.

14 16. Pursuant to the terms of the Agreement, and the authorities, evidence and argument
15 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys’ fees in the amount
16 of \$66,666.67 (1/3 of the Gross Settlement Amount) and litigation costs in the amount of
17 \$17,702.69 from the Gross Settlement Amount as final payment for and complete satisfaction of
18 any and all attorneys’ fees and costs incurred by and/or owed to Class Counsel and any other
19 person or entity related to the Action. The Court further orders that the award of attorneys’ fees
20 and costs set forth in this Paragraph shall be administered pursuant to the terms of the Agreement.

21 17. The Court hereby approves and orders a Class Representative Incentive Payment
22 of \$5,000.00 to Plaintiff Elvira Ramirez from the Gross Settlement Amount in accordance with
23 the terms of the Settlement Agreement.

24 18. The Court approves and orders the payment in the amount of \$6,500.00 (65% of
25 \$10,000) from the Gross Settlement Amount to the LWDA for penalties arising under the Private
26 Attorneys General Act of 2004 (PAGA). The remaining \$3,500.00 (35% of \$10,000) shall be
27 distributed to the PAGA Members as set forth in the Agreement.
28

1 19. The Court also hereby approves and orders payment from the Gross Settlement
2 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
3 Apex Class Action, LLC, in the amount of \$9,990.00 as set forth Settlement Agreement.

4 20. The Court hereby approves and orders payment of individual settlement payments
5 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

6 21. The Court also hereby approves and orders that any checks distributed from the
7 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar
8 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
9 California State Controller's Office and held in trust for such Class Members pursuant to
10 California Unclaimed Property Law, Civil Code Section 1500 *et seq.*

11 22. Provided the Settlement becomes effective under the terms of the Agreement, the
12 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
13 payments, attorneys' fees and costs, plaintiff incentive payment, and settlement administration
14 costs is as set forth in the Agreement.

15 23. Neither the Settlement nor any of the terms set forth in the Agreement is an
16 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
17 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
18 Released Parties. In entering into the Settlement Agreement, Defendant do not admit, and
19 specifically deny they have violated any federal, state, or local law; violated any regulations or
20 guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
21 requirements; breached any contract; violated or breached any duty; engaged in any
22 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its
23 employees. Neither the Settlement or the Settlement Agreement, nor any of its terms or provisions,
24 nor any of the negotiations connected with it, shall be construed as an admission or concession by
25 Defendant of any such violations or failure to comply with any applicable law. Except as necessary
26 in a proceeding to enforce the terms of the Settlement Agreement, the Settlement Agreement and
27 its terms and provisions shall not be offered or received as evidence in any action or proceeding to
28 establish any liability or admission on the part of Defendant or to establish the existence of any

1 condition constituting a violation of, or a non-compliance with, federal, state, local or other
2 applicable law.

3 24. Without affecting the finality of this Judgment, the Court shall retain continuing
4 jurisdiction over this action and the parties, including all Class Members, and over all matters
5 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
6 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
7 as provided to the contrary herein, any disputes or controversies arising with or with respect to the
8 interpretation, enforcement, or implementation of the Agreement shall be presented to the Court
9 for resolution.

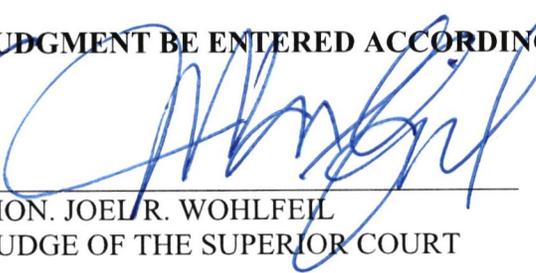
10 25. Notice of this Judgment shall be provided by posting the Judgment to the
11 Settlement Administrator's website located at <https://apexclassaction.com/southbay>. Apex Class
12 Action, LLC shall post this Judgment on its website for a period of no less than 180 days.

13 26. Pursuant to PAGA, the LWDA has been given notice of the settlement. Pursuant to
14 PAGA, Plaintiff submitted to the LWDA a notice of the settlement enclosing a copy of
15 the Settlement Agreement. The Court finds and determines that the notice of the settlement
16 complied with the statutory requirements of PAGA. Plaintiff shall file and serve formal notice of
17 Entry of Judgment including notice to the LWDA.

18 27. A Final Report Hearing for a final accounting regarding the status of settlement
19 administration is set for _____, at _____ a.m./p.m. in Department C-73. Class
20 Counsel shall submit a final report on the disbursement of the settlement payments on or
21 before _____.

22 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

23 DATED: 10-10-25

24
25 
26 HON. JOEL R. WOHLFEIL
27 JUDGE OF THE SUPERIOR COURT
28