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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

RICKIE CAMPBELL, individually, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

RAMOS OIL CO., INC., a California
corporation; WILLIAM K. RAMOS,
individually; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 34-2022-00313716-CU-OE-GDS

Honorable Jill H. Talley
Department 23

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL.
LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT AND
AWARD OF ATTORNEYS' FEES AND
COSTS, GENERAL RELEASE FEE, AND
SETTLEMENT ADMINISTRATION COSTS**

Reservation ID: A-313716-001
Date: January 16, 2026
Time: 9:00 a.m.
Department: 23

Complaint Filed: January 11, 2022
Trial Date: None Set

**[PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND
COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS**

1 This matter has come before the Honorable Jill H. Talley in Department 23 of the Superior Court of
2 the State of California, for the County of Sacramento, on January 16, 2026, at 9:00 a.m., on Plaintiff Rickie
3 Campbell's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698,
4 *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and
5 Settlement Administration Costs ("Motion for Approval of Settlement"). Lawyers *for* Justice, PC appeared
6 for Plaintiff and Fisher & Phillips LLP appeared for Defendants Ramos Oil Co., Inc. and William K. Ramos
7 (hereinafter "Defendants").

8 On or around May 15, 2025, Plaintiff and Defendants (collectively, the "Parties") executed the
9 Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement"
10 or "Agreement").

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff's Counsel Brian J. St. John and Plaintiff Rickie Campbell, and (3) the Settlement
13 Agreement.

14 Having duly considered the Parties' papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

16 1. The Motion for Approval of Settlement is granted.
17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
18 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
19 of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent
20 amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and the
21 Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the above-captioned
22 action was filed prior to June 19, 2024.

23 4. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
24 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to, providing
25 the California Labor and Workforce Development Agency ("LWDA") and Defendants with notice of the
26 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
27 to, the facts and theories to support the alleged violations, in conformity with California Labor Code
28 § 2699.3(a).

1 5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
2 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
3 appear in the above-captioned action (“Action”).

4 6. The Aggrieved Employees who are covered under the Settlement consist of the following
5 individuals: all current and former hourly-paid or non-exempt employees who worked for Defendants in
6 the State of California during the PAGA Period (“Aggrieved Employees”).

7 7. “PAGA Period” means the period from November 4, 2020 to December 1, 2023.

8 8. The Court finds that the Parties reached the Settlement as a result of arm’s-length
9 negotiations.

10 9. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
11 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
12 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
13 Amount shall be the Total Settlement Amount (\$350,000.00) less the approved Attorneys’ Fees and Costs
14 to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff, and Settlement
15 Administration Costs to ILYM Group, Inc. (the “PAGA Settlement Administrator”). Seventy-five percent
16 (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-
17 five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees in
18 accordance with this Order and Judgment and the Settlement Agreement.

19 10. The Court has considered the Settlement, and the monetary allocations provided thereby, and
20 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
21 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
22 with, this Order and Judgment and the Settlement Agreement.

23 11. The Court approves the payment of \$122,500.00 to Lawyers *for* Justice, PC for attorneys’
24 fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance
25 with this Order and Judgment and the Settlement Agreement.

26 12. The Court approves the payment of \$24,557.83 to Lawyers *for* Justice, PC for reimbursement
27 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
28 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

1 13. The Court approves payment in the amount of \$5,000.00 to Plaintiff Rickie Campbell for his
2 General Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed
3 in accordance with this Order and Judgment and the Settlement Agreement.

4 14. The Court approves payment up to the amount of \$7,500.00 to ILYM Group, Inc. for the
5 Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be
6 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

7 15. The Parties are directed to perform in accordance with the terms set forth in this Order and
8 Judgment and the Settlement Agreement.

9 16. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
10 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT A**,” and the PAGA
11 Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that
12 it distributes their share of the twenty-five percent (25%) of the Net Settlement Amount to be distributed to
13 the Aggrieved Employees (“Employee’s Portion”).

14 17. No later than fourteen (14) calendar days after service of the Court’s order granting approval
15 of the Settlement, Defendants shall provide the PAGA Settlement Administrator with a list of all Aggrieved
16 Employees (“Aggrieved Employees List”), containing the following information for each Aggrieved
17 Employee: (i) first and last name; (ii) last known address; (iii) Social Security number; and (iv) the number
18 of Compensable Pay Periods he or she worked, in accordance with this Order and Judgment and the
19 Settlement Agreement.

20 18. Within fourteen (14) calendar days after service of the Court’s order granting approval of the
21 Settlement, Defendants shall transmit the Total Settlement Amount to a qualified settlement account
22 established by the PAGA Settlement Administrator for administration of the Settlement, as provided for by
23 this Order and Judgment and the Settlement Agreement.

24 19. No later than fourteen (14) calendar days after the PAGA Settlement Administrator has
25 received the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator
26 shall mail the Court-approved Cover Letter and Individual Settlement Share checks (together, the “PAGA
27 Settlement Package”) to all Aggrieved Employees, transmit the LWDA Payment to the LWDA, transmit the
28 General Release Fee to the Plaintiff, transmit payment to itself for the Settlement Administration Costs, and

transmit the Attorneys' Fees and Costs to Plaintiff's Counsel as provided for by this Order and Judgment and the Settlement Agreement.

20. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with such cancelled checks shall be transmitted by the PAGA Settlement Administrator to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employees(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

21. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged the Released Parties from the Released Claims.

22. "Released Parties" is Defendants, including Defendants' parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

23. "Released Claims" to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and Industrial Welfare Commission Wage Orders, including inter alia Wage Orders 1-2001, 4-2001, 7-2001, and 9-2001.

1 24. No individualized notice of this Order and Judgment is required to be provided to the
2 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system
3 established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).

4 25. After entry of this Final Approval Order and Judgement, the Court shall retain jurisdiction
5 to construe, interpret, and implement, and enforce the Settlement Agreement and this Final Approval Order
6 and Judge, to hear, resolve, supervise, and adjudicate any dispute arising from or in connection with the
7 distribution of the settlement benefits.

8 26. A Final Compliance Report Hearing is set for June 15, 2026 at 10:30 a.m. in Department 23.
9 Class Counsel shall submit a final accounting report and/or declaration regarding the status of the settlement
10 administration at least 15 days prior to the Final Compliance Hearing.

11
12 Date: _____

Honorable Jill H. Talley
Judge of the Sacramento Superior Court

EXHIBIT A

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Rickie Campbell v. Ramos Oil Co., Inc., et al.*, Sacramento Superior Court Case No. 34-2022-00313716-CU-OE-GDS

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Rickie Campbell v. Ramos Oil Co., Inc., et al.*, Sacramento Superior Court Case No. 34-2022-00313716-CU-OE-GDS (“Action”).

The lawsuit was filed on January 11, 2022 by Rickie Campbell (“Plaintiff”) against his former employer, on behalf of the State of California, with respect to himself and other allegedly aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on November 4, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, and 9-2001, thereby initiating LWDA Case Number LWDA-CM-851230-21 (the “PAGA Notice”).

Defendants Ramos Oil Co., Inc. and William K. Ramos (together, “Defendants”) deny all of Plaintiff’s allegations and deny any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiff and Defendants.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendants in the State of California during the period November 4, 2020 to <<(a) the date the Court enters an order approving this Settlement or (b) 90 days after the acceptance of the mediator’s proposal, whichever is sooner, or, if applicable, (c) the Alternate End Date (“Aggrieved Employees”). The period from November 4, 2020 to (a) the date the Court enters an order approving this Settlement or (b) 90 days after the acceptance of the mediator’s proposal, whichever is sooner, or, if applicable, (c) the Alternate End Date is the “PAGA Period”>> (“PAGA Period”).

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendants in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendants, including Defendants’ parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, and 9-2001.

EXHIBIT A – COVER LETTER