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SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE, CIVIL COMPLEX CENTER

JOSE LUIS OLIVEROS,

Plaintiff,

vs.

SHARK ISLAND YACHT CLUB, a California Non-Profit Corporation, d.b.a. NEWPORT BEACH YACHT CLUB, et al.,

Defendants.

Case No.: 30-2021-01210803-CU-OE-CXC

Assigned for all purposes to:
Hon. Melissa R. McCormick, Dept. CX105

PLAINTIFF'S NOTICE OF RENEWED MOTION AND RENEWED MOTION FOR APPROVAL OF PAGA SETTLEMENT AND RELEASE OF CLAIMS; MEMORANDUM OF POINTS AND AUTHORITIES

(*Declarations of Jose Luis Oliveros, Rudy Ginez, Olga Ginez, and Julie Green, Proof of Service on the LWDA, and Proposed Order and Judgment filed concurrently herewith*)

Hearing Date: 5/28/2026
Time: 2:00 p.m.
Dept.: CX105

Complaint Filed: 7/16/2021

Reservation ID: 74799372

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

NOTICE IS HEREBY GIVEN that on Thursday, May 28,2026, at 2:00 p.m., in Department CX105 of the Superior Court of Orange County located at 751 West Santa Ana Blvd. Santa Ana, CA 92701, Plaintiff Jose Luis Oliveros ("Plaintiff") will and hereby does move the Court for an order approving the settlement of Plaintiff's representative claim brought under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698 et seq.

This motion is made pursuant to Labor Code section 2699 subd. (l) and is based on the grounds that the Court should approve PAGA settlement, and that the proposed settlement is fair, reasonable, and adequate for all affected employees and effectuates the purpose of PAGA.

This motion is based upon this Notice of Renewed Motion and Renewed Motion, the Memorandum of Points and Authorities, the Declarations of Jose Luis Oliveros, Rudy Ginez, Olga Ginez, and Julie Green, the Joint Stipulation of PAGA Settlement and Release of Claims and Amendments thereto, all records and papers filed in this action, and such other evidence and argument as may be presented to the Court at the hearing of this motion.

Respectfully submitted,

RUDOLFO GINEZ LAW OFFICE

Dated 3/13/2026

Rudolfo Ginez Jr

Rudy Ginez, Attorney for
Plaintiff JOSE LUIS OLIVEROS

TABLE OF CONTENTS

TABLE OF AUTHORITIES

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This action arises under the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698 et seq. Plaintiff Jose Luis Oliveros alleges that Defendant Shark Island Yacht Club ("SIYC"), doing business as Newport Beach Yacht Club, failed to comply with several provisions of the California Labor Code governing meal periods, premium pay, accurate wage statements, and the timely payment of final wages. Acting as a proxy for the State of California and other aggrieved employees, Plaintiff seeks civil penalties for these alleged violations during the PAGA period of July 1, 2020 through July 31, 2021.

After investigation of the claims, discovery of payroll and timekeeping records, and an audit of those records by accounting consultant Olga Ginez, the parties engaged in settlement discussions and ultimately reached a conditional settlement during a mandatory settlement conference with Temporary Judge Anne Redcross Beechler. The settlement resolves Plaintiff's PAGA claim for a **Gross Settlement Amount of $125,569.93**.

The settlement allocates the statutory PAGA penalties in accordance with Labor Code § 2699(i), with 75% of the civil penalties ($49,338.11) payable to the California Labor and Workforce Development Agency ("LWDA") and 25% ($16,447.71) distributed among the aggrieved employees who suffered Labor Code violations during the PAGA period. The settlement also provides for payment of attorneys' fees, litigation expenses, and settlement administration **costs**, all of which have been reduced from the amounts originally proposed in response to the Court's prior guidance.

The settlement is based upon a detailed audit of Defendant's payroll and timekeeping data. That analysis determined that 33 non-exempt employees worked during the PAGA period and that 30 of those employees experienced one or more Labor Code violations related primarily to meal period compliance, premium pay, wage statements, and final wage payments. Individual PAGA payments are calculated based upon the number of violation pay periods reflected in Defendant's payroll records.

This settlement represents a fair and reasonable resolution of a disputed representative action. Although Plaintiff believes the claims have merit, continued litigation would involve substantial risks and expenses, including the difficulty of proving violations affecting multiple employees where Plaintiff was the primary witness to the alleged practices. The settlement provides meaningful recovery for the State and the aggrieved employees while avoiding the delay and uncertainty of further litigation.

The parties have revised the Settlement Agreement, Notice to Aggrieved Employees, and Proposed Judgment to address the Court's prior concerns, including clarifying the scope of the release, correcting the allocation of fees and costs, revising the notice provisions, and ensuring that the settlement complies with the requirements governing PAGA settlements. Plaintiff now respectfully requests that the Court approve the revised PAGA settlement as fair, reasonable, and adequate in light of the purposes of the PAGA statute and the risks of continued litigation.

II. PROCEDURAL HISTORY

Plaintiff Jose Luis Oliveros was employed by Defendant Shark Island Yacht Club ("SIYC"), doing business as Newport Beach Yacht Club, as a non-exempt employee. On **July 14, 2021**, Plaintiff served written notice of Labor Code violations on the California Labor and Workforce Development Agency ("LWDA"**)** and Defendant pursuant to Labor Code § 2699.3(a)**,** alleging violations of the Labor Code relating to meal periods, premium pay, wage statements, and the timely payment of final wages.

After the statutory waiting period expired without action by the LWDA, Plaintiff filed the present action in this Court on July 16, 2021, asserting representative claims for civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code § 2698 et seq. Plaintiff subsequently filed the operative First Amended Complaint on September 27, 2021, alleging that Defendant failed to provide compliant meal periods, failed to pay meal period premium pay when violations occurred, failed to provide accurate wage statements, and failed to timely pay all wages owed upon separation of employment.

During the course of the litigation, Plaintiff's counsel obtained and reviewed Defendant's timekeeping and payroll data for the relevant PAGA period. Plaintiff's accounting consultant, **Olga Ginez**, conducted a detailed audit of these records to determine the number of non-exempt employees who worked during the PAGA period and the number of pay periods during which Labor Code violations allegedly occurred.

The analysis determined that thirty-three (33) non-exempt employees, including Plaintiff Oliveros, worked for Defendant during the PAGA period of July 1, 2020 through July 31, 2021, and that thirty (30) of those employees experienced one or more Labor Code violations during that time. Based upon this analysis, Plaintiff calculated the potential PAGA penalties associated with meal period violations, meal period premium pay violations, wage statement violations, and violations relating to the timely payment of final wages.

On July 14, 2023, the parties participated in a mandatory settlement conference before Temporary Judge Anne Redcross Beechler. With the assistance of Judge Beechler, the parties reached a conditional settlement of the representative PAGA claim and Plaintiff's related individual claims. Following the settlement conference, the parties executed a Joint Stipulation of PAGA Settlement and Release of Claims.

Plaintiff previously filed a motion seeking approval of the PAGA settlement. The Court issued a minute order identifying several issues for clarification regarding the settlement terms, the allocation of penalties, the requested attorneys' fees and costs, and the content of the notice to aggrieved employees. In response to the Court's guidance, the parties revised the Settlement Agreement, reduced the requested attorneys' fees and litigation expenses, clarified the scope of the PAGA release, revised the notice provisions, and corrected the allocation of settlement payments.

The revised settlement now before the Court reflects these corrections and adjustments and provides for a **Gross Settlement Amount of $125,569.93** to resolve the PAGA claim. Plaintiff now respectfully seeks approval of the revised settlement as fair, reasonable, and adequate under Labor Code section 2699(l)**.**

III. OVERVIEW OF PAGA SETTLEMENT

Following investigation of the claims, review of Defendant's payroll and timekeeping records, and a detailed audit of those records, the parties reached a settlement resolving Plaintiff's representative PAGA claim. The settlement provides for a **Gross Settlement Amount of $125,569.93** to resolve all civil penalties recoverable under the Private Attorneys General Act based upon the facts alleged in the operative complaint and the PAGA notice submitted to the Labor and Workforce Development Agency ("LWDA").

The settlement allocates the civil penalties in accordance with Labor Code § 2699(i)**,** which requires that **seventy-five percent** (75%) of recovered civil penalties be paid to the LWDA and twenty-five percent (25%) be distributed to the aggrieved employees**.**

Under the settlement, the Gross Settlement Amount will be allocated as follows:

- $49,338.11 (75% of the PAGA penalties) will be paid to the California Labor and Workforce Development Agency;
- $16,447.71 (25% of the PAGA penalties) will be distributed among the aggrieved employees who suffered Labor Code violations during the PAGA period;

- $41,350.78 will be paid to Plaintiff's counsel for attorneys' fees, representing 33.33% of the Gross Settlement Amount, which reflects a reduction from the amount originally requested;
- $12,933.33 will be paid for litigation costs incurred in prosecuting the action; and
- $5,500.00 will be paid to CPT Group, Inc., the settlement administrator, for its services in administering the settlement and distributing payments.

SETTLEMENT ALLOCATION SUMMARY

The Gross Settlement Amount of **$125,569.93** will be allocated as follows:

Category	Amount
Gross Settlement Amount	**$125,569.93**
Attorneys' Fees (33.33%)	$41,350.78
Litigation Costs	$12,933.33
Settlement Administration (CPT Group, Inc.)	$5,500.00
Total PAGA Penalties	**$65,784.14**
LWDA Share (75%)	$49,338.11
Aggrieved Employees Share (25%)	$16,447.71

The settlement administrator, CPT Group, Inc., will administer the settlement in accordance with the Settlement Agreement. CPT will establish a Qualified Settlement Fund, distribute payments to the LWDA and the aggrieved employees, maintain a toll-free telephone line for employee inquiries, perform address updates through the National Change of Address database, and re-mail any returned settlement checks when necessary.

The settlement is based upon an audit of Defendant's payroll and timekeeping data, which identified thirty-three (33) non-exempt employees who worked during the PAGA period of July 1, 2020 through July 31, 2021. Of those employees, thirty (30) were determined to have experienced one or more Labor Code violations related to meal period compliance, premium pay, wage statement accuracy, and the timely payment of final wages.

Individual PAGA payments will be calculated based upon the number of violation pay periods identified in Defendant's payroll records. The total number of violation pay periods identified in the audit was 1,191, resulting in a per-pay-period value of approximately $13.81. Using this methodology, the estimated individual payments range from approximately $41.43 to $1,077.18**,** with an average payment of approximately $548.25**.**

Aggrieved employees will be given notice informing them of the settlement, the amount of their individual PAGA payment, and the binding effect of the Court's approval of the settlement. There will be informed that they have not right to opt out of the PAGA settlement even if they don't cash their settlement check.

The settlement provides a fair and efficient method for distributing civil penalties to the State of California and to the aggrieved employees while avoiding the risks, expense, and delay of continued litigation.

IV. LEGAL STANDARDS FOR APPROVAL OF PAGA SETTLEMENTS

The California Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698 et seq., authorizes an aggrieved employee to bring a representative action on behalf of the State of California to recover civil penalties for violations of the Labor Code. (Lab. Code §2699(a).) Because a PAGA action is fundamentally a law enforcement action in which the employee acts as a proxy for the State, any settlement of PAGA claims must be submitted to the court and the Labor and Workforce Development Agency ("LWDA") for approval. (Lab. Code §2699(l)(2).)

Courts evaluating PAGA settlements consider whether the settlement reflects a fair and reasonable compromise in light of the strengths of the claims and the risks of continued litigation." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.)

In reviewing a proposed PAGA settlement, courts evaluate whether the settlement is fair, reasonable, and adequate in light of PAGA's purposes of enforcing the Labor Code and protecting the interests of the State and affected employees**.** Courts have recognized that the standard for evaluating a PAGA settlement differs from the standard applied in traditional class action settlements because a PAGA claim is fundamentally a dispute between the employer and the State. (See *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76 (*Moniz*).

Courts therefore consider whether the settlement adequately serves the public policies underlying PAGA, including deterrence of Labor Code violations and recovery of civil penalties for the State. (*O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1132.) At the same time, courts recognize that settlement is appropriate where it reflects a reasonable compromise in light of the strengths and weaknesses of the claims and the risks of continued litigation. (*Moniz v. Adecco* USA, Inc. (2021) 72 Cal.App.5th 56, 77.)

In evaluating the fairness of a PAGA settlement, courts commonly consider factors including:

- the strength of the plaintiff's case and the risks of further litigation;
- the amount of penalties potentially recoverable compared to the settlement amount;
- the stage of the proceedings and the extent of investigation and discovery conducted;
- the experience and views of counsel; and
- whether the settlement was reached through arm's-length negotiations.

(*Moniz*, supra, 72 Cal.App.5th at 77.)

The court must also ensure that the allocation of penalties complies with Labor Code § 2699(i**)**, which requires that 75 percent of civil penalties be paid to the LWDA and 25 percent distributed to aggrieved employees.

Where the settlement reflects a reasonable compromise of disputed claims and meaningfully allocates civil penalties to the State and affected employees, courts routinely approve PAGA settlements.

As discussed below, the proposed settlement satisfies these standards and represents a fair and reasonable resolution of Plaintiff's representative PAGA claim.

V. THE PROPOSED PAGA SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

A. The Settlement Was Reached Through Arm's-Length Negotiations

The proposed settlement was reached after the parties engaged in investigation of the claims and review of Defendant's payroll and timekeeping data. Plaintiff's counsel obtained and analyzed payroll records, timekeeping records, and wage statement data for the relevant PAGA period. Plaintiff also retained accounting consultant Olga Ginez, who conducted an audit of Defendant's payroll and timekeeping records in order to determine the number of employees affected and the number of pay periods during which Labor Code violations allegedly occurred.

After completing this analysis, the parties participated in a mandatory settlement conference on July 14, 2023 before Temporary Judge Anne Redcross Beechler. With the assistance of Judge Beechler, the parties engaged in arm's-length negotiations and ultimately reached a conditional settlement of the PAGA claim. The involvement of an experienced neutral in the settlement process supports the conclusion that the agreement was the result of fair and informed negotiations rather than collusion.

B. Plaintiff Conducted a Meaningful Investigation of the Claims

Before agreeing to settle the case, Plaintiff's counsel conducted a meaningful investigation of the alleged Labor Code violations. This investigation included review of Defendant's payroll and timekeeping records and a detailed audit performed by Plaintiff's accounting consultant.

The audit determined that thirty-three (33) non-exempt employees worked for Defendant during the PAGA period of July 1, 2020 through July 31, 2021, and that thirty (30) of those employees experienced one or more Labor Code violations during that period. The audit further identified 1,191 pay periods during which violations occurred, including violations relating to meal periods, meal period premium pay, wage statement accuracy, and the timely payment of final wages.

This analysis provided a factual basis for evaluating the potential civil penalties recoverable under PAGA and for determining an appropriate settlement amount.

C. Continued Litigation Would Involve Substantial Risks

Although Plaintiff believes the claims have merit, continued litigation would involve substantial risks and uncertainty.

A PAGA action requires proof that Labor Code violations occurred and that civil penalties should be imposed for those violations. Establishing liability in a representative action can be difficult where the alleged practices vary among employees and where testimony from multiple employees may be necessary to prove the claims.

In this case, Plaintiff Oliveros was the primary witness to the alleged violations. Plaintiff's counsel was unable to obtain cooperation from other employees to provide testimony regarding the alleged Labor Code violations. As a result, proving violations affecting multiple employees at trial would present significant evidentiary challenges.

Additionally, litigation of PAGA claims often involves disputes regarding the calculation and reduction of civil penalties, including arguments that penalties should be reduced under Labor Code § 2699(e)(2) based on considerations of fairness and proportionality.

Given these risks, the settlement provides a fair compromise that ensures recovery of civil penalties for the State and for the aggrieved employees while avoiding the expense and delay of continued litigation.

D. The Settlement Provides Meaningful Recovery for the State and Aggrieved Employees

The settlement provides a meaningful recovery consistent with the purposes of the PAGA statute.

Under the settlement, $49,338.11 in civil penalties will be paid to the LWDA, representing seventy-five percent (75%) of the total PAGA penalties, as required by Labor Code § 2699(i).

The remaining twenty-five percent (25%) of the civil penalties, totaling $16,447.71, will be distributed to the aggrieved employees who experienced Labor Code violations during the PAGA period.

Individual PAGA payments are calculated based upon the number of violation pay periods identified in Defendant's payroll records. Using this methodology, individual payments range from approximately $41.43 to $1,077.18, with an average payment of approximately $548.25.

This allocation ensures that the State receives the majority of the civil penalties while also providing compensation to the employees affected by the violations.

For these reasons, the proposed settlement represents a fair, reasonable, and adequate resolution of Plaintiff's representative PAGA claim.

E. The Settlement Represents a Reasonable Compromise of the Potential PAGA Penalties

Plaintiff and his counsel evaluated the potential PAGA penalties based upon the payroll and timekeeping data produced by Defendant during the course of the litigation. That analysis identified 1,191 pay periods during which one or more Labor Code violations occurred, including violations relating to meal periods, meal period premium pay, wage statement accuracy, and the timely payment of final wages.

While PAGA penalties could theoretically be calculated using the default statutory penalties set forth in Labor Code § 2699(f), courts have broad discretion to reduce such penalties where they would otherwise be unjust, arbitrary, or confiscatory. (Lab. Code §2699(e)(2).) Courts frequently exercise this discretion in wage and hour cases where the theoretical maximum penalties would be disproportionate to the underlying violations.

Here, the parties evaluated the potential exposure to PAGA penalties and the substantial likelihood that any penalties awarded at trial would be reduced by the Court under section 2699(e)(2). The settlement amount of **$125,569.93** therefore reflects a reasonable compromise that provides meaningful recovery to the State and the aggrieved employees while accounting for the litigation risks and the possibility that penalties would be substantially reduced.

Accordingly, the settlement represents a fair and reasonable resolution of the representative PAGA claim.

VI. THE REQUESTED ATTORNEYS' FEES AND LITIGATION COSTS ARE REASONABLE

Plaintiff seeks an award of **$41,850.78 in attorneys' fees**, representing **33.33% of the Gross Settlement Amount**, and **$12,933.33 in litigation costs** incurred in prosecuting this action.

A. The Requested Attorneys' Fees Are Reasonable

California courts commonly approve attorneys' fees of one-third of the recovery in representative wage and hour and PAGA actions. Such awards reflect the contingent nature of the representation and the substantial risks assumed by counsel in prosecuting these cases. (*See Laffitte v. Robert Half International Inc.* (2016) 1 Cal.5th 480, 503.)

Here, the requested fee of 33.33% of the Gross Settlement Amount is reasonable and consistent with awards approved in similar PAGA settlements.

Importantly, Plaintiff's counsel reduced the requested fee in response to the Court's prior guidance. The original request of 35.84% ($45,000) was reduced to 33.33% ($41,850.78) to address the Court's concerns and ensure the reasonableness of the settlement allocation. This reduction reflects counsel's good-faith effort to respond to the Court's concerns and to ensure that the majority of the settlement funds are allocated toward civil penalties and employee recovery.

Plaintiff also seeks reimbursement of $12,933.33 in litigation expenses incurred in prosecuting this action. These expenses include costs associated with investigating the claims, reviewing payroll and timekeeping records, conducting the payroll audit, and preparing the case for litigation and settlement.

In response to the Court's prior concerns, Plaintiff's counsel carefully reviewed the litigation expenses and reduced the requested amount to remove certain charges, including trial preparation costs and postage expenses that were not appropriate for inclusion in the PAGA settlement.

Additionally, the costs attributable solely to Plaintiff Oliveros's individual claims were removed from the PAGA expense calculation. Specifically, $4,483.75 in expert fees related to Plaintiff's individual claims were deducted from the litigation cost request, further reducing the amount allocated to the PAGA settlement.

These adjustments demonstrate that the requested costs reflect only those expenses reasonably incurred in prosecuting the representative PAGA claim.

For these reasons, the requested attorneys' fees and litigation costs are reasonable and should be approved by the Court.

VII. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant Plaintiff's Motion for Approval of PAGA Settlement and enter the Proposed Order and Judgment Approving PAGA Settlement and Release of Claims submitted concurrently herewith.

Accordingly, Plaintiff respectfully requests that the Court:

1. Approve the PAGA Settlement as fair, reasonable, and adequate under Labor Code section 2699(l);

2. Approve the allocation of settlement funds as set forth in the Settlement Agreement;

3. Approve the requested attorneys' fees, litigation costs, and settlement administration expenses**;**

4. Approve the Notice to Aggrieved Employee**s**; and

5. Enter the Proposed Order and Judgment Approving PAGA Settlement and Release of Claims**,** including setting a final accounting hearing following the distribution of settlement payments.

Respectfully submitted,

RUDOLFO GINEZ LAW OFFICE

Dated: 3/13/2026 Rudolfo Ginez Jr

Rudy Ginez, Attorney for
Plaintiff JOSE LUIS OLIVEROS