

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[illegible]

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

VS.

**[Proposed] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT AND
RELEASE OF CLAIMS**

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

1 Plaintiff Jose Luis Oliveros and Defendant Shark Island Yacht Club d.b.a. Newport Beach
2 Yacht Club (the “Parties”) executed a Joint Stipulation of PAGA Settlement and Release of Claims,
3 Amendments to Joint Stipulation of PAGA Settlement and Release of Claims, and Second
4 Amendments to Joint Stipulation of PAGA Settlement and Release of Claims, true and correct copies
5 of which are attached hereto as Exhibits, 1, 2, and 3. The Parties also drafted the (Revised) Notice of
6 PAGA Action Settlement (in English and certified Spanish translation), true and correct copies of
7 which are attached hereto as Exhibit A.
8

9 Plaintiff Jose Luis Oliveros’ motion for approval of the PAGA Settlement came on regularly
10 for hearing on May 28, 2026, at 2:00 p.m. in Department CX105 before the Honorable Melissa R.
11 McCormick. Rudy Ginez of Rudolfo Ginez Law Office appeared remotely on behalf of Plaintiff.
12 Michael I. Kessler of O’Hagan Meyer appeared remotely on behalf of Defendants.
13

14 The Court has considered Plaintiff’s unopposed motion, the supporting declarations and
15 exhibits thereto, the papers and records in this action, the arguments of counsel, and good cause
16 appearing,

17 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

18 1. All defined terms used herein shall have the same meaning as defined in the Joint
19 Stipulation of PAGA Settlement and Release of Claims, Amendments to Joint Stipulation of PAGA
20 Settlement and Release of Claims, and Second Amendments to Joint Stipulation of PAGA Settlement
21 and Release of Claim (together, “Settlement Agreement”).
22

23 2. Labor Code § 2699(1)(2) requires the Court to review and approve a settlement of a
24 PAGA action brought by an aggrieved employee.

25 3. This Court has jurisdiction over the subject matter of this litigation, all Parties to the
26 Action, and all Aggrieved Employees.
27

4. The “Aggrieved Employees” represented by Plaintiff in this Action are defined as “All persons employed by Shark Island Yacht Club d.b.a. Newport Beach Yacht Club in California as a salaried or hourly-paid nonexempt employee at any time between July 1, 2020, and July 31, 2021.”

5. The PAGA Period is defined as the time period from July 1, 2020, through July 31, 2021.

6. The Court finds that the Settlement has been reached as a result of serious, informed, and non-collusive, arm's-length negotiations.

7. The Court finds the Parties entered into the Settlement in good faith and that it is “fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 72)

8. The Court therefore grants Plaintiff's motion, approves the Settlement and proposed (Revised) Notice of PAGA Action Settlement, and directs the Parties to effectuate the Settlement according to its terms and conditions.

9. Pursuant to the Settlement, defendant Shark Island Yacht Club d.b.a. Newport Beach Yacht Club shall pay a total of \$125,569.93 (the “Gross Settlement Amount”) to settle the PAGA Action. From this amount, the Court approves of the following distributions:

a) \$5,500.00 payable to CPT Group, Inc., for Settlement Administrator's fees and expenses;

b) \$12,933.33 payable to Rudolfo Ginez Law Office for Plaintiff's Counsel's litigation expenses;

c) \$41,350.78 (\$41,352.46 - \$1.68 *adjustment*) payable to Rudolfo Ginez Law Office for Plaintiff's Counsel's attorney fees;

1 d) \$65,784.14 for PAGA Penalties, with 75%, or \$49,338.11, payable to the LWDA, and
2 25%, or \$16,447.71 (*\$16,446.03 + \$1.68 adjustment*) payable to the Aggrieved Employees.

3 10. The Court approves CPT Group, Inc., to serve as “Settlement Administrator” and
4 orders it to administer the Settlement and distribute the payments in accordance with this Order,
5 Judgment, and the Settlement Agreement.

6 11. RELEASE OF CLAIMS. Effective on the date upon which Defendant deposits the
7 entire Gross Settlement Amount into the Settlement Account:
8

- 9 ■ Plaintiff and all Aggrieved Employees on behalf of themselves and on behalf of
10 their current, former, and future heirs, executors, administrators, attorneys, agents,
11 and assigns, release the Released Parties from the PAGA Released Claims that
12 arose during the PAGA Period.
- 13 ■ The PAGA Released Claims are defined as any and all claims for the recovery of
14 civil penalties, attorneys’ fees, and costs permissible under PAGA based upon all
15 causes of action and claims that were alleged in the First Amended Complaint
16 and/or the PAGA Letter or that reasonably could have been alleged by reason of or
17 in connection with any matter or fact set forth or referred to in the First Amended
18 Complaint or the PAGA Letter, including failure to provide meal periods; failure
19 to provide rest periods; failure to pay overtime; failure to provide accurate wage
20 statements; failure to pay all final wages; failure to permit inspection of records;
21 unlawful business practices in violation of § 17200 of the California Business and
22 Professions Code that were premised on the allegations in the First Amended
23 Complaint or reasonably could have been premised by reason of or in connection
24 with any matter or fact set forth or referred to in the First Amended Complaint;
25
26
27
28

1 civil penalties for violation of Labor Code § 2698, et seq. (PAGA); personal
2 liability under Labor Code § 558.1; violations of Labor Code Sections 201, 202,
3 203, 226, 226.7, 510, 512, 558, 558.1, and 1194.

- 4 ▪ The Released Parties are defined as Defendant and its past, present and/or future
5 parents, predecessors, successors, subsidiaries, affiliates, partners, owners, assigns,
6 franchisors, and trusts, and all of its employees, officers, agents, attorneys,
7 stockholders, fiduciaries, and other service providers including, but not limited to,
8 O'Hagan Meyer, Patrick Allen Ramsey, Anton Anich, and Brianna N. Warren.
9

10 12. Nothing in this Order and Judgment or the Settlement shall be construed as an
11 admission or concession by the Parties.

12 13. The Court retains jurisdiction over the Parties and Action to enforce the Settlement
13 pursuant to Code of Civil Procedure section 664.6.

14 14. A final accounting hearing is set for Thursday, , 2026, at 9:00 a.m., in Department
15 CX105, of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana CA
16 92701. Plaintiff's Counsel shall submit a final administrator's report at least 9 days before the
17 hearing addressing the status of the settlement administration, including the actual amount paid to
18 the Aggrieved Employees and other amounts distributed under the Settlement, including any
19 uncashed checks.
20

21
22 /////

23
24 /////

1 15. Plaintiff is ordered to serve a copy of this Order and Judgment to the LWDA and
2 Defendants within 10 days after entry and file a proof of service.

3
4 **IT IS SO ORDERED AND ADJUDGED.**
5

6
7
8 Dated: _____

Honorable Melissa R. McCormick
Judge of the Superior Court