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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*

)
) DECLARATION OF RUDY GINEZ, JR. IN
) SUPPORT OF PLAINTIFF'S RENEWED
) MOTION FOR APPROVAL OF PAGA
) SETTLEMENT

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

)
) Complaint Filed: 7/16/2021
) Trial Date: 3/16/2026

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) **Reservation ID: 74799372**

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DECLARATION OF RUDY GINEZ, JR.

I, Rudy Ginez, Jr., declare as follows:

1. I am an attorney duly licensed to practice as such before all courts of the State of California and the attorney of record for Plaintiff Jose Luis Oliveros (“Plaintiff” or “Oliveros”) in the above-entitled action. I have personal knowledge of the matters stated herein, and if called to testify, I could and would competently and truthfully testify as set forth below. I submit this declaration in support of the Plaintiff’s second Motion for Approval of PAGA Settlement.

2. Plaintiff filed his first motion seeking approval of the PAGA Settlement on December 5, 2023. and the Court issued a tentative ruling and Minute Order dated May 16, 2024, wherein the Court identified numerous issues and raised questions for the parties to address. A true and correct copy of the Minute Order dated May 16, 2024 (“M.O.”), is attached as **Exhibit 4**.

3. As advised by the Court, I reviewed the Guidelines for Approval of Class Action Settlements and PAGA Settlements. I met and conferred with Michael Kessler, defense counsel for Shark Island Yacht Club (“Defendant” or “SIYC”), to revise the Settlement Agreement, Notice, and Proposed Order and Judgment to address the questions and issues raised by the Court in its May 16, 2024, Minute Order.

4. Due to an unexpected medical emergency, I was not able to file supplemental papers in support of the motion for the hearing on November 21, 2024. Therefore, the Court denied the motion without prejudice, allowing the Plaintiff to refile and another motion that addresses the question set forth in the Court’s May 16, 2024, Order. (ROA # 209.)

5. Mr. Kessler and I cooperated in correcting and signing the following Settlement documents: Joint Stipulation of PAGA Settlement and Release of Claims, Amendments to Joint Stipulation of PAGA Settlement and Release of Claims, and Second Amendments to Joint Stipulation

1 of PAGA Settlement and Release of Claims, true and correct copies which are attached hereto as
2 **Exhibits 1, 2, and 3, respectively** (together, the “Settlement” or “Settlement Agreement”). The
3 (Revised) Notice of PAGA Settlement is attached as **Exhibit A** to **Exhibit 3**.

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5 **Factual and Procedural Background**

6 6. Defendant Shark Island Yacht Club, a non-profit corporation d.b.a. Newport Beach
7 Yacht Club operates a restaurant, bar, and banquet business. Plaintiff worked as a full-time cook for
8 Defendant for about 3.5 years from September 7, 2017, through March 25, 2021, about 3.5 years.

9 7. On July 14, 2021, Plaintiff provided written notice to the Labor Workforce
10 Development Agency (“LWDA”) by electronic submission to the LWDA website and to defendants
11 SIYC, Patrick Allen Ramsey (“Ramsey”), Anton Anich (“Anich”), and Briana N. Warren (“Warren”),
12 by certified mail, of the specific labor code violations committed by defendants, including failure to
13 pay overtime, failure to provide proper meal and rest breaks, failure to provide accurate itemized wage
14 statements, and failure to pay final wages in violation of Labor Code §§ 201-203, 226.7, 512, 558, and
15 1194. A true and correct copy of the PAGA Letter dated July 14, 2021, is attached hereto as **Exhibit**
16 **5**, and a true and correct copy of the details for submission of this document to the LWDA website
17 portal is attached hereto as **Exhibit 6**. The LWDA did not respond to the Notice within 65 days.

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19 8. On July 16, 2021, Plaintiff filed his individual wage and hour complaint against the
20 defendants, SIYC, Ramsey, Anich, and Warren.

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22 9. On September 27, 2021, Plaintiff filed the operative first amended complaint (“FAC”)
23 to add a PAGA cause of action. A true and correct copy of the FAC (ROA #10) is attached hereto as
24 **Exhibit 7**, and a true and correct copy of the details for submission of this document to the LWDA
25 website portal is attached as **Exhibit 6**. The operative complaint asserts claims for (1) failure to
26 provide meal periods, (2) failure to provide rest periods, (3) failure to pay overtime, (4) failure to
27 provide accurate wage statements, (5) failure to pay all final wages, (6) failure to permit inspection of
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1 records, (7) unlawful business practices in violation of Bus. & Prof. Code §§ 17200 et seq., (8) civil
2 penalties for violation of Labor Code §§ 2698 et seq., and (9) personal liability under Labor Code §
3 558.1. Plaintiff filed the FAC on behalf of himself and approximately 33 other employees who worked
4 as cooks, busboys, dishwashers, hosts, hostesses, bartenders, waiters, and waitresses. The FAC sought
5 to hold defendants Ramsey, Anich, and Warren individually liable for violating or causing the
6 violation of Labor Code §§ 203, 226, 226.7, 512, and 1197

8 10. Defendants SIYC, Anich, and Warren jointly filed their answer to the FAC complaint
9 on November 19, 2021, denying Plaintiff's allegations. (ROA #12) Ramsey failed to answer the
10 complaint and is in default. (ROA #18) Throughout the litigation, SIYC and the individual defendants
11 denied all the material allegations of the FAC. They asserted that it provided Plaintiff and the
12 Aggrieved Employees with meal periods, rest periods, overtime pay, and accurate itemized wage
13 statements and that it paid all final wages due upon termination as required by law, and therefore, it
14 was not liable for any damages.

16 **Discovery**

17 11. In December 2022, the Parties completed the Belaire Opt-out notice process. Plaintiff
18 was provided with the contact information for 29 current and former SIYC employees. Two
19 employees objected to the release of their contact information. Plaintiff was provided with the names
20 and contact information for 29 of 33 SIYC current and former employees. Two employees objected
21 to disclosing their contact information. I, my staff, and Oliveros attempted to contact these 29
22 "Aggrieved Employees" by phone, email, and regular mail. Mr. Oliveros spoke to a former
23 coworker shortly after the PAGA notice and lawsuit had been served. The co-worker did not want to
24 get involved in any litigation and related that all SIYC employees were happy with the changes that
25 SIYC had made because they were now taking their meal and rest breaks. I spoke to another former
26 employee in person and by phone numerous times. This employee had issues with the lack of
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adequate staffing for the amount of work she was required to do. This regularly prevented her from taking rest and meal breaks. This employee also confirmed she was paid for her hours worked, including overtime. This employee also did not want to participate in any litigation. Not one Aggrieved Employee came forward to assist Plaintiff with proving the PAGA claims.

12. Plaintiff served SIYC with Inspection Demand, Set One (Nos. 1-20) and Inspection Demand, Set Two (Nos. 21-29) on December 16, 2021, and with Special Interrogatories, Set One (Nos. 1-35) on December 17, 2021. Plaintiff served SIYC with Inspection Demand, Set Three (Nos. 30-42), and Special Interrogatories, Set Two (Nos. 39-74) on December 16, 2022. A major obstacle in his case was obtaining the electronic time and payroll data in a reasonably usable format. Rather than producing the data in native format, SIYC produced the data in PDF format. This discovery was necessarily directed at obtaining information about SIYC's computerized time and payroll systems.

13. SIYC served Plaintiff with Form Interrogatories-General, Form Interrogatories-Employment Law, Special Interrogatories (Nos. 1-22), and Request for Production of Documents (Nos. 1-25) on August 24, 2022. Plaintiff properly responded to all discovery.

14. SIYC did not timely and properly respond to such discovery. Plaintiff was required to draft numerous meet and confer letters and file numerous motions to obtain the documents and information he needed to prove and calculate damages for his individual claims and the PAGA claim. On March 22, 2022, Plaintiff filed a motion to compel answers to Special Interrogatories, Set One (1-35), and motions to compel responses to Inspection Demand, Set One, and Inspection Demand, Set Two. On September 20, 2022, regarding Inspection Demand, Set One, and Inspection Demand, Set Two, Plaintiff filed motions to compel to production of electronically stored time and payroll data on his individual claim and the PAGA claim. Regarding the three motions filed on March 22, 2022, SIYC paid \$3,000 to Plaintiff for its discovery abuse. On April 24, 2023, regarding the two discovery

1 motions to compel the production of electronically stored payroll data, the court ordered SIYC to pay
2 Plaintiff \$2,144 in sanctions.

3 15. Because Plaintiff needed additional time to complete discovery and prepare for a
4 mandatory settlement conference and trial, the Court on January 4, 2023, granted the Parties'
5 stipulation to continue the mandatory settlement conference and trial to July 7, 2023, and August 14,
6 2023, respectively.

7
8 16. SIYC eventually produced the information sought. SIYC produced voluminous
9 documents and data, including human resources documents and policies, time records, and payroll
10 data concerning the PAGA claims. The amount of data, information, and documents obtained was
11 sufficient to determine the strength and potential value of the PAGA claim.

12 **Plaintiff's Retention of Expert Witness**

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14 17. In August 2021, I retained my sister Olga Ginez to review and audit the time and
15 payroll records and prepare damage calculations for Plaintiff individually, and a group of 33
16 nonexempt SIYC employees for the following alleged claims: 1) failure to provide meal periods; 2)
17 failure to provide rest periods; 3) failure to pay overtime wages; 4) failure to provide accurate wage
18 statements; 5) failure to pay all final wages; 6) failure to permit inspection of records as to Oliveros
19 only; and 7) PAGA penalties for violations of the labor code.

20 18. Olga Ginez graduated from California State University, Fullerton, in 1984, with a B.A.
21 degree in criminal justice with a minor in business administration. Ms. Ginez's 40-year career in
22 accounting. From 2012 through 2022, Ms. Ginez was also retained by the law firm of Ginez, my law
23 firm retained Olga Ginez to audit time and payroll data and prepare damage calculations in six wage
24 and hour lawsuits, two of which were class actions: *Juan Mendoza, et al. vs. Quality Fence Co.,*
25 *Inc.*, filed 10/23/2009, LASC Case No. BC424547; *Ignacio Aguirre vs. Abraham Victor Ponce, et*
26 *al.* filed 2/19/2013, LASC Case No. 13CC0354; *Jorge Luis Estrada, et al. vs. Royalty Carpet Mills,*
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1 *Inc.* filed 12/13/2013, OCSC Case No. 30-2013-00692890; *Gilberto Marin Cruz, et al. vs. St.*
2 *George Auto Sales, Inc.* filed 11/16/2016; *Evodio M. Bazan, et al. vs. Master Wash, Inc.* filed
3 8/13/2020, and *Rey Efrain Gomez Hernandez vs. Master Wash, Inc.* filed 2/8/2022, OCSC Case No.
4 30-2022-01244412. These lawsuits alleged some of the following claims: failure to pay regular and
5 overtime wages, failure to pay prevailing wages, failure to provide meal and rest periods, failure to
6 provide accurate wage statements, failure to pay waiting time penalties, and claims for unlawful
7 business practices and PAGA civil penalties.

9 19. Ms. Ginez's fees for consulting, auditing time, and payroll data, and preparing Excel
10 spreadsheet damage calculations are \$85 per hour, and her hourly fee for expert testimony at
11 deposition and trial is \$250 per hour, with a minimum of \$500 per day.

12 20. SIYC used an electronic timekeeping system to record the employees' hours worked
13 and meal breaks. SIYC did not record the employees' rest breaks. Using the data, information, and
14 documents produced by SIYC, and Ms. Ginez's audit of the timekeeping and payroll data, we found
15 there were 33 nonexempt employees worked during the period from July 1, 2020, through July 31,
16 2021 ("PAGA Period"), consisting of 25 current employees and 8 former employees who were paid
17 semi-monthly. We found that 30 nonexempt employees suffered meal period violations, meal period
18 premium pay violations, inaccurate wage statement violations, and violations for failure to pay final
19 wages upon separation of employment during the PAGA Period ("Aggrieved Employee"). The audit
20 also showed these employees were paid overtime compensation when they worked overtime hours.

23 **Settlement Negotiations**

24 21. On July 14, 2023, one month before trial, the Parties participated in a half-day
25 mandatory settlement conference with Temporary Judge Anne Redcross Beehler. Oliveros provided
26 information in support of his individual claims and the PAGA claims. Ms. Ginez's written report
27 regarding her audit of the timekeeping and payroll data and her damage calculations for Oliveros and
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the Aggrieved Employees was provided to Defendants and Ms. Redcross Beehler. Mr. Charlie Sharp, SIYC's authorized agent, also provided information and documents in support of SIYC's defenses. At the end of the conference, and with the valuable contribution of Ms. Redcross Beehler, the Parties agreed to a conditional global settlement of the entire Action. After the hearing, the Parties executed a Memorandum of Understanding, wherein Defendant SIYC agreed to pay a global settlement amount of \$165,000, \$125,569.93 to settle the PAGA claim, and \$39,430.07 to settle Oliveros' individual claims.

Summary of Oliveros' Settlement

22. Based on an audit of Oliveros' time and payroll data, the damages suffered by Oliveros from 9/7/2017 through 3/25/2021 were calculated as follows:

707 Allowable Meal Break Violations at avg. \$17.46/hr.	\$12,351.00
Interest on Allowable Meal Breaks through 7/31/23	\$ 3,705.02
715 Allowable Rest Break Violations at avg. \$17.46/hr.	\$12,488.00
Interest on Allowable Rest Breaks through 7/31/23	\$ 3,705.02
Wage Statement Penalty (\$50 x 17 pay periods = \$850)	\$ 850.00
Waiting Time Penalties 8 hrs. x \$19/hr. = \$152 1.25 OT hrs. x \$28.50 = \$35.63 \$187.63 daily rate x 30 days = \$5,628.90	\$ 5,628.90
Total meal and rest premium wages, interest, and penalties	\$39,430.07

23. On or about September 14, 2023, Oliveros and SIYC, Ramsey, Anich, and Warren executed a settlement agreement wherein Defendants agreed to pay Oliveros \$39,430.07 to settle his individual claims. On October 4, 2023, Defense Counsel and SIYC delivered two settlement checks for the gross amount of \$39,430.07 to my law office. One check, Check No. 1548, was from SIYC and made payable to Oliveros as wages, with deductions for applicable taxes and withholdings. Oliveros cashed this check. A second check for \$14,591.07, Check No. 1549, was from SIYC and

made payable to Ginez Law Firm.” I never cashed the second check because the Court had not approved the settlement of the PAGA portion of this Action. I returned this check to Defense Counsel.

Summary of PAGA Settlement

24. As now revised, the Parties’ Settlement Agreement proposes that the Gross Settlement Amount of \$125,569.93 (Exh. 1, p. 3, ¶ 10; Exh. 3, p. 7, ¶ 5; Exh. A, p. 2, § 4) be disbursed as follows:

- PAGA Counsel Fees Payment of **\$41,350.78** payable to Rudolfo Ginez Law Office. This was reduced from 35.84% to 32.9% or \$45,000 to \$41,352.46 with a -\$1.68 adjustment = \$41,350.78. (Exh. 1, p. 3, ¶ 15; p. 12, ¶ 5 b); Exh. 3, p. 7, ¶ 5 a); Exh. A, p. 2, § 4)
- PAGA Counsel Litigation Expense Payment of **\$12,933.33** payable to Rudolfo Ginez Law Office. This was reduced from \$16,569.93 to \$12,933.33. (Exh. 1, p. 3, ¶ 16, p. 12, ¶ 5 b); Exh. 3, p. 7, ¶ 5 a); Exh. A, p. 2, § 4);
- Administration Expense Payment of \$5,500.00 to CPT Group, Inc., for its fees and expenses in administering the Settlement. This amount reflects an increase from the originally proposed \$5,000 to cover the additional cost of posting case-related information and documents on the Administrator’s website. (Exh. 1, p. 3, ¶ 18; p. 13, ¶ 5 c); Exh. 3, p. 3, ¶ 18; p. 7, ¶ 5 b); Exh. A, p. 2, §4)
- Plaintiff Oliveros no longer requests a PAGA Representative Payment of \$3,000.00. (Exh. 1, p. 3, ¶ 17; p. 12, ¶ 5 a); Exh. 3, p. 3, ¶ 17)
- PAGA Penalties are increased to **\$65,784.14** from \$56,000.00. (Exh. 1, p. 3, ¶ 12; Exh. 3, p. 8, ¶ 5 c); Exh. A, p. 2, § 4)
- 75% of PAGA Penalties, or **\$49,338.11**, payable to LWDA. (Exh. 3, p. 8, ¶ 5 c); Exh. A, p. 2, § 4)

- 25% of PAGA Penalties of \$16,446.03 + \$1.68 adjustment for a total of **\$16,447.71** payable to Aggrieved Employees who suffered meal period and meal period premium pay violations, and derivative wage statement and late final wages payment violations (Labor Code §§ 512, 226.7, 226(a), 201, and 202). (Exh. 3, pp. 5-6, ¶ 1; Exh. A, p. 2, § 4)

PAGA Settlement Pay Period Value

25. Given the above-mentioned revisions, Plaintiff calculated the Individual PAGA Payments as follows: 25% of the PAGA Penalties, or \$16,446.03 is divided by the total number of pay periods (i.e. 1191) the 30 Aggrieved Employees collectively suffered violations of Labor Code §§ 512, 226.7, 226(a), 201, and 202, during the PAGA Period, July 1, 2020, through July 31, 2021, resulting in a Pay Period Value of \$13.81. This now includes 9 Aggrieved Employees who did not receive all their premium payments at the end of their employment. Three of the thirty-three Aggrieved Employees who worked during the PAGA Period did not suffer any of the above-mentioned labor code violations and will not receive an Individual PAGA Payment. (Exh. 3, p. 2, ¶ 12; p. 3, ¶ 14, pp. 5-6, ¶ 1) The Aggrieved Employee's 25% share of the PAGA Penalties using the Pay Period Value of \$13.81 is calculated as follows.

a. Meal Period Violations (§512)	394 Pay Periods x \$13.81 =	\$ 5,441.14
b. Meal Premium Pay Violations (§226.7)	394 Pay Periods x \$13.81 =	\$ 5,441.14
c. Wage Statement Violations (§226(a).)	394 Pay Periods x \$13.81 =	\$ 5,441.14
d. Late Final Wages Payment (§§201, 202)	9 Pay Periods x \$13.81 =	\$ 124.29
e. Total Pay Period Violations	1191	
f. Total Penalties Payable to Aggrieved Employees		\$16,447.71

Attached as Exhibit 2 to the Declaration of Olga Ginez is a spreadsheet that lists:

- Each Aggrieved Employee by Employer ID;
- The number of labor code violations each Aggrieved Employee experienced; and,

- 1 ○ The amount of their Individual PAGA Payment.

2 The low, high, and average payouts for the 30 Aggrieved Employees are \$41.43, \$1,077.18, and
3 \$548.25. (Decl. of Olga Ginez, pp. 6-7, ¶¶ 13-14, Exhibit 2)

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5 **Maximum Potential Liability for PAGA Penalties**

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7 26. Plaintiff calculated SIYC's maximum potential liability for the same Aggrieved
8 Employees, the same labor code violations, and the same number of pay periods, but using the
9 "initial violation" penalty amount of \$100 under PAGA, as follows:

10 a. Meal Period Violations (§512)	394 Pay Periods x \$100 =	\$ 39,400
11 b. Meal Premium Pay Violations (§226.7)	394 Pay Periods x \$100 =	\$ 39,400
12 c. Wage Statement Violations (§226(a).)	394 Pay Periods x \$100 =	\$ 39,400
13 d. Late Final Wages Payment (§§201, 202)	9 Pay Periods x \$100 =	\$ 900
14 e. Total Pay Period Violations	1191	
15 f. Total PAGA Penalties		\$119,100
16 g. PAGA Penalties to LWDA (75% of \$119,000)		\$ 89,325
17 h. PAGA Penalties to Aggrieved Employees (25% of \$119,000)		\$ 29,775

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19 Based on the \$100 penalty amount, the Pay Period Value is \$25, and the low, high, and
20 average payouts for the 30 Aggrieved Employees are \$75, \$1,950, and \$992.50. (Decl. of Olga
21 Ginez, pp. 6, ¶ 13, Exhibit 1)

22
23 **Regarding the Default of Ramsey and Proof of Service on LWDA**

24 27. M.O. Item 1: The Court noted that defendant Patrick Allen Ramsey is in default and
25 inquired about Plaintiff's intentions regarding this defendant.

26 Response: If the Court approves the PAGA Settlement, and if SIYC funds the Gross
27 Settlement Amount of \$125,569.93 into the Settlement Account to be administered by CPT Group,
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1 and if SIYC reissues a check for \$14,591.07 to the Rudolfo Ginez Law Office, Plaintiff will within
2 five days of the check clearing the bank, dismiss Patrick Allen Ramsey from the Action, with
3 prejudice, and will release him from liability for the PAGA claims based on the facts alleged in the
4 operative complaint and notice letter to the LWDA. (Exh. 3, pp. 8-9, ¶¶ 1-2, p. 10, ¶ 14)

5 28. M.O. Item 2: The Court inquired as to whether the motion papers were served on the
6 LWDA.
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8 Response: For the first motion, Plaintiff served the LWDA with copies of the proposed Joint
9 Stipulation for PAGA Settlement and Release of Claims and Amendments thereto, the (Revised)
10 Notice of PAGA Action Settlement, and Plaintiff's Motion for Approval of PAGA Settlement via
11 the LWDA website portal concurrently with the filing of the motion. A true and correct copy of the
12 Proof of Service describing all documents served on the LWDA is attached hereto as **Exhibit 11**.
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14 Revisions Regarding the Settlement Agreement

15 29. M.O. Item 3: The Court inquired about the number of "Aggrieved Employees," and
16 whether all "Aggrieved Employees" will receive an Individual PAGA Payment, and why the
17 Individual PAGA Payments are being calculated based on the number of pay periods the
18 "Aggrieved Employee" allegedly suffered a meal period violation.

19 Response: The revised Settlement Agreement uses a different method for calculating the
20 Individual PAGA Payments. "Aggrieved Employee" is defined as "a person employed by
21 Defendant in California as a salaried or hourly-paid, nonexempt employee during the PAGA Period.
22 The PAGA Period is defined as "the period from July 1, 2020, through July 31, 2021." (Exh. 1, p. 2,
23 ¶¶ 7-8) During the discovery process, Defendant produced timekeeping and payroll data for all
24 "Aggrieved Employees" who worked during the PAGA Period and for Oliveros who worked from
25 September 7, 2017, through March 25, 2021. An audit of SIYC's timekeeping and payroll data
26 determined there were a total of thirty-three (33) Aggrieved Employees, including Oliveros, who
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1 worked for SIYC during the PAGA period. Plaintiff's expert calculated the number of pay periods
2 each Aggrieved Employee suffered a meal period violation (Labor Code §512), meal period
3 premium pay violation (Labor Code §226.7), inaccurate wage statement violation (Labor Code
4 §226(a), and a violation for failure to pay all final wages upon separation of employment (Labor
5 Code §§201-202) during the PAGA Period. Plaintiff seeks PAGA Penalties for these labor code
6 violations. Thirty (30) Aggrieved Employees collectively suffered the above-described labor code
7 violations for 1191 pay periods. Dividing the 25% of the PAGA Penalties, \$16,447.71, by 1191 pay
8 periods results in a Pay Period Value of \$13.81. Each Aggrieved Employee's Individual PAGA
9 Payment will be calculated by multiplying the total number of pay periods he or she suffered the
10 above-described labor code violations during the PAGA Period by the Pay Period Value of \$13.81.
11 The three (3) Aggrieved Employees who did not suffer any of the above-described labor code
12 violations during the PAGA Period are not eligible and will not receive Individual PAGA Payments.
13 (Exh. 3, pp. 5-6, ¶ 1; See Olga Ginez Decl., pp. 6-7, ¶¶ 13, 14, Exhibit 2)

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16 30. M.O. Item 4: The Court inquired about why the Individual PAGA Payments are
17 calculated based on the number of pay periods an Aggrieved Employee suffered a meal period
18 violation.

19 Response. The redrafted Settlement Agreement calculates the Individual PAGA Payments
20 based on the number of pay periods an Aggrieved Employee suffered violations of labor code
21 sections 512, 226.7, 226(a), 201, 202) Plaintiff and PAGA Counsel believe it is more equitable to
22 pay the PAGA penalties to each Aggrieved Employee based on the number of violations suffered,
23 and not solely the number of pay periods worked because many employees worked less than a five-
24 hour shift and did not suffer meal period violations or other derivate violations. (Exh. 3, pp. 5-6, ¶ 1;
25 See Olga Ginez Decl., pp. 6-7, ¶¶ 13, 14, Exhibit 2)
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1 31. M.O. Item 5: The Court asked if Plaintiff's expert, Olga Ginez, is related to
2 Plaintiff's counsel.

3 Response. Yes, Olga Ginez is my sister. In her declaration in support of this motion for
4 approval, she describes her work of reviewing and auditing the time and payroll records and
5 preparing damage calculations for Oliveros and the Aggrieved Employees. (*See* Olga Ginez Decl.,
6 ¶¶ 4-14) Olga Ginez states she expended 155.25 total hours on this case at \$85 per hour, 52.75 hours
7 working on Oliveros' individual claims, and 102.50 hours working on the PAGA claim. Thus, the
8 amount billed for Oliveros' individual claim is \$4,483.75 and \$8,712.50 for the PAGA claim. (*See*
9 Decl. of Olga Ginez, ¶¶ 15-16, Exhibit 3, Olga Ginez Invoice) Oliveros and not the Aggrieved
10 Employees should pay for the work performed by Olga Ginez on Oliveros' individual claims. It
11 was my mistake for not subtracting the amount billed for Oliveros' individual claims. I have
12 corrected this mistake by subtracting \$4,483.75 from the PAGA Counsel Litigation Expenses
13 Payment. Additionally, my sister and I spent significant time trying to determine whether the
14 Aggrieved Employees suffered overtime pay violations.

15 32. M.O. Item 6: The Court inquired why the PAGA Period is from July 1, 2020, to July
16 31, 2021.

17 Response: The PAGA Period is July 1, 2020, through July 31, 2021, because Plaintiff filed
18 and served his PAGA Notice to the LWDA and SIYC on July 14, 2021, and Defendant corrected its
19 meal and rest period policies soon after receiving the PAGA Notice. The Parties agreed that this is
20 an appropriate PAGA Pay Period. The employees were paid on a semi-monthly pay period. (*See*
21 Ginez Decl. p. 4, ¶ 8)

22 33. M.O. Item 7: The Court asked if the Parties are aware of other similar pending cases
23 against Defendant that could be impacted by the settlement.
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1 Response: For the first motion, I did not investigate whether SIYC had similar pending
2 claims. For this second motion, I checked the Orange County Superior Court website
3 (<https://www.occourts.org/online-services>) and the PAGA Case Search website
4 (<https://cadir.my.salesforce-sites.com/PagaSearch>) for pending claims against Shark Island Yacht
5 Club d.b.a Newport Beach Yacht Club. I am unaware of any pending matter or action asserting
6 claims similar to those alleged in this case that could be extinguished or adversely affected by the
7 settlement of Plaintiff's PAGA claim.
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9 33. M.O. Item 8: The Court stated it was inclined to award Plaintiff's counsel 33.33% of
10 the Gross Settlement Amount.

11 Response: I reduced my PAGA Counsel Fees from 35.84% to 32.9% or \$45,000 to
12 \$41,852.46, with a -\$1.68 adjustment. I expect to receive \$41,850.78. Additionally, I am not
13 requesting attorney fees or costs for revising and refiling this second motion for approval. (Exh. 1,
14 p. 3, ¶ 16, p. 12, ¶ 5 b); Exh. 3, p. 7, ¶ 5 a); Exh. A, p. 2, § 4)
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16 35. M.O. Item 9: The Court noted that the taxes and withholding provisions in the
17 Settlement Agreement and Notice to the Aggrieved Employee were different concerning the tax
18 treatment.

19 Response: The Settlement Agreement and (Revised) Notice to the Aggrieved Employees
20 have been revised, and the taxes and withholding provisions are now consistent. (Exh. 3, pp. 6-7, ¶
21 3; Exh. A, § 5, second-to-the-last paragraph)
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23 36. M.O. Item 10: The revised Settlement Agreement and (Revised) Notice of PAGA
24 Settlement do not include language that purports to release claims on behalf of the LWDA and
25 the State of California. (Exh. 3, pp. 8-9, ¶¶ 1-2; Exh. A, p. 3, § 6, ¶ 1)
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27 37. M.O. Item 11: The Settlement Agreement and Notice have been revised so that only
28 the civil penalties available under PAGA based on the facts alleged in the operative first amended

1 complaint filed on 9/27/2021, and the PAGA Notice letter to LWDA dated 7/14/2021 are being
2 released. (Exh. 3, pp. 8-9, §5, ¶¶ 1-2; Exh. A, p. 3, § 6, ¶ 2)

3 38. M.O. Item 12: The Court asked about PAGA Counsel's analysis of Defendant's
4 exposure for the various alleged labor code violations.

5 Response. I evaluated Defendant's exposure for meal and rest period violations, failure to
6 pay premium pay for meal and rest period violations, failure to pay overtime, failure to split-shift
7 premium pay, failure to provide accurate wage statements, and failure to pay final wages upon
8 separation statement violations. An audit of Defendant's time and payroll data showed that Oliveros
9 and all "Aggrieved Employees" were paid overtime compensation when they worked overtime. The
10 rest periods were not recorded, and only Oliveros could provide testimony about his rest period
11 violations. Accordingly, I evaluated Defendant's potential liability for overtime and rest period
12 violations at zero. Olga Ginez found that for 394 pay periods, thirty (30) employees collectively
13 suffered violations of labor code sections 512, 226.7, and 226(a), and nine (9) of these employees
14 also suffered a violation of labor code sections 201 or 202 resulting in a total of 1,191 pay periods
15 with a labor code violation. Three (3) employees who worked during the PAGA Period did not
16 suffer any of these labor code violations. To determine the maximum potential liability for these
17 violations, Olga Ginez calculated a PAGA Penalty of \$100 for each employee per pay period.
18 Attached as Exhibit 1 to the Declaration of Olga Ginez is a copy of the spreadsheet showing the
19 total PAGA Penalties, the number of violations suffered, and the PAGA Penalty payout for each
20 Aggrieved Employee. Based on these numbers, the total PAGA Penalties are \$119,100, with 75% or
21 \$89,325 payable to LWDA and 25% or \$29,775 to Aggrieved Employees, and with \$75, \$1,950,
22 and \$992.50, as the low, high, and average payouts and a Pay Period Value of \$25. (see Olga Ginez
23 Decl. p. 6, ¶ 13, Exhibit 1)
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1 39. M.O. Item 13: The Court asked if Plaintiff was dismissing the claim for unpaid
2 overtime.

3 Response: Plaintiff is not dismissing the overtime claim. On July 14, 2023, the Parties
4 engaged in a half-day mandatory settlement conference with Temporary Judge Anne Redcross
5 Beechler. With the assistance of Ms. Redcross Beehler, the Parties agreed to a conditional global
6 settlement of the entire Action and thereafter signed a Joint Stipulation of PAGA Settlement and
7 Release of Claims wherein SIYC agreed to pay the Gross Settlement Amount of \$125,569.93, in
8 exchange for a release of the claims alleged in the first amended complaint and the PAGA Letter.
9 Additionally, our audit of the time and payroll data did not find any overtime violations for Oliveros
10 or other Aggrieved Employees, and no other Aggrieved Employees came forward to assist
11 Plaintiff's counsel in proving any of the alleged labor code violations.
12

13 40. M.O. Item No. 14: The Court directed Plaintiff to state his total anticipated recovery,
14 excluding an enhancement award.
15

16 Response. If the Court approves the proposed PAGA Settlement Agreement, and if SIYC
17 pays the amounts outlined in the Oliveros individual and PAGA Settlement Agreements, without
18 enhancements, Plaintiff anticipates a total net recovery of \$24,015.67, calculated as follows:

Gross Recovery on Individual Wage and Hour Claims	\$39,430.07
Payment to Olga Ginez (for payroll auditing and calculations)	-\$ 4,483.75
Payment to Rudolf Ginez Law Office (for Atty Fees of 33.33%)	-\$11,647.61
Net Recovery for Oliveros on his Individual Claims	\$23,298.71
Net Recovery for Oliveros on his PAGA Claim	\$ 718.12
Net Recovery for Individual and PAGA Claims	\$24,016.83

1 41. M.O. Item 15: The Court questioned PAGA Counsel’s request for reimbursement
2 for postage and mailing charges and a \$487.97 charge for “trial prep.”

3 Response. The revised Settlement Agreement subtracts from PAGA Counsel Litigation
4 Expenses Payment the \$487.97 charge for “trial prep” and all the charges for postage and mailing
5 totaling \$573.17. Attached as **Exhibit 8** is a true and correct copy of my firm’s revised costs and
6 expense report showing \$4,220.83 incurred in the prosecution of this action. Additionally, the
7 PAGA Counsel Litigation Expenses Payment is reduced by \$4,483.75, from \$16,569.93 to
8 \$12,933.33, because Oliveros and not the Aggrieved Employees should pay for the work performed
9 by Olga Ginez on Oliveros’ individual claims. (*See* Olga Ginez Decl. p.7, ¶16)

11 42. M.O. Item 16: The Court inquired as to whether the Parties intend to give the
12 Aggrieved Employees the option to dispute the number of pay periods.

13 Response: The Parties do not believe it is reasonably necessary, and therefore, do not intend
14 to give the Aggrieved Employees the option to dispute the number of pay periods they suffered any
15 of the predicate labor violations alleged in the operative complaint for the following reasons. SIYC
16 provided Plaintiff the timekeeping and payroll data (contemporaneous business records) for all 33
17 Aggrieved Employees who worked at SIYC during the PAGA Period. Plaintiff’s expert, Olga
18 Ginez, audited the timekeeping and payroll data. We found that SIYC paid overtime to its
19 employees when they worked overtime. Therefore, there were no overtime violations. We found that
20 three (3) Aggrieved Employees did not suffer from any of the labor code violations alleged in the
21 first amended complaint. Additionally, I sent letters and emails to the 29 Aggrieved Employees
22 requesting their assistance in proving their alleged labor code violations. Only one former
23 Aggrieved Employee contacted me. She related that she experienced meal and rest period violations
24 and was not paid premium pay for these violations, but she was paid her overtime wages.
25 Nevertheless, she refused to assist Plaintiff in the prosecution of the PAGA claim. Thus, the
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1 Aggrieved Employees already had the opportunity to come to my office and review their payroll
2 data and spreadsheet calculations regarding their claim for PAGA Penalties, and they were not
3 interested in doing so. Furthermore, for an employee to successfully challenge the number
4 of violations, he or she could not simply rely on memory but would need some type of
5 contemporaneous time records or notes. If any employees had kept such records, they would have
6 responded to my letters and emails.
7

8 **Regarding the Notice of PAGA Action Settlement**

9 43. M.O. Item 17: The Parties revised the Notice to be consistent with the revisions
10 made to the Settlement Agreement.

11 44. M.O. Item 18: The Notice was revised, and the language “and Plaintiff believes you
12 suffered “[a] meal period violation” was removed. (Exh. A, p.1, ¶1)
13

14 45. M.O. Item 19: The Parties revised the Notice to add a provision advising the
15 Aggrieved Employees that they cannot opt out of the Settlement and that they will be bound by the
16 Settlement Agreement even if they don’t cash their checks. (Exh. A, p. 3, § 6, ¶ 3)
17

17 **Regarding Proposed Order and Judgment**

18 46. M.O. Item 20: The Parties revised the Proposed Order and Judgment, Settlement
19 Agreement, and Notice so they are consistent with each other.
20

21 47. M.O. Item 21: PAGA Counsel’s contact information is removed from the caption
22 page of the revised Proposed Order and Judgment.

23 48. M.O. Item 22: The Court directed Parties to include the names of all Parties to the
24 Settlement Agreement in the Proposed Order and Judgment.

25 Response: The Parties in the Action are Plaintiff Jose Luis Oliveros and Defendants, Shark
26 Island Yacht Club, Ramsey Allen, Anton Anich, and Briana N. Warren, with Ramsey having
27 defaulted. Oliveros and SIYC are the only Parties to the PAGA Settlement Agreement. Anich and
28

Warren did not agree to pay any money to Plaintiff to settle the PAGA claim and did not sign the PAGA Settlement Agreement. Therefore, Anich and Warren are not included as Defendants obligated to pay the judgment. If, for any reason, SIYC does not pay the Gross Settlement Amount as agreed, Plaintiff will proceed to trial against all Defendants.

49. M.O. Item 23: As instructed, paragraphs 5, 6, 14, 15, 16, 18, and 19 of the initial Proposed Order and Judgment are not included in the revised Proposed Order and Judgment.

50. M.O. Item 24: As instructed, the last sentence in paragraph 8 of the initial Proposed Order and Judgment is not included in the revised Proposed Order and Judgment.

51. M.O. Item 25: As instructed, the second sentence of paragraph 10 of the Proposed Order and Judgment is not included in the revised Proposed Order and Judgment.

52. M.O. Item 26: As instructed, the revised Proposed Order and Judgment do not include the last sentence of paragraph 23 of the initial Proposed Judgment and Order.

53. M.O. Item 27: As instructed, the revised Proposed Order and Judgment use the same terms as in the Settlement Agreement, e.g., “Aggrieved Employees” not “PAGA Employees.”.

53. M.O. Item 28: As instructed, the revised Proposed Order and Judgment does not use the phrase “not to exceed” a certain dollar amount in describing the disbursements of the settlement funds.

55. M.O. Item 29: As instructed, the revised Proposed Order and Judgment includes a proposed date for the final accounting hearing on a Thursday at 9:00 a.m., to occur after the deadline to cash checks has expired, and states that counsel shall submit a final administrator’s report at least 9 court days before the hearing addressing the status of the settlement administration, including the actual amount paid to the Aggrieved Employees and the other amounts disbursed under the Settlement, including any uncashed checks.

The Settlement is Fair, Reasonable, and Adequate

56. In negotiating the amount of the settlement, I considered the risk and uncertainty in proving liability and penalties for every Aggrieved Employee. Most of these employees were still employed by SIYC and were reluctant to attend court to testify for fear of losing their jobs. I considered that SIYC was a non-profit corporation and its restaurant and banquet business experienced economic hardship because of the COVID-19 pandemic. This was a topic of conversation with SIYC's counsel throughout the litigation. I also considered SIYC's arguments that "stacking" of violations is oppressive and may not be permitted and that under Labor Code §2699 (e) (2), the court has the discretion to reduce the amount of the penalties ("if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary, and oppressive, or confiscatory") Finally, Ms. Redcross Beehler's knowledge, experience, and involvement at the mandatory settlement conference were a major factor in reaching a fair and reasonable settlement.

57. Based on the "initial violation" PAGA penalty of \$100 for each aggrieved employee per pay period, I estimated SIYC's maximum potential liability for the realistically provable Labor Code violations, §§ 512, 226.7, 226 (a), and 201-202, at \$119,100, with \$89,325 (75%) payable to the LWDA, and \$19,775 (25%) payable to the 30 Aggrieved Employees. Under the proposed PAGA Settlement, the PAGA Penalties are \$65,784.14, with \$49,338.11 (75%) payable to the LWDA and \$16,447.71 to the Aggrieved Employees. Thus, the proposed PAGA Settlement is for about 55% of the maximum potential recovery. I believe the Settlement of this Action is fair, reasonable, adequate, and in the best interest of the Aggrieved Employees in light of all known facts and circumstances, including the risk of adverse determinations on the merits and the risk of significant costs and delay. Defense Counsel also believes that the Settlement represents a fair and adequate settlement given the respective risks associated with the case.

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1 counsel in trial and appellate proceedings, my firm also represented plaintiffs in *Jorge Luis Estrada,*
2 *et al. v. Royalty Carpet Mills, Inc.*, 76 Cal.App.5th 685 (2022) and *Jorge Luis Estrada v. Royalty*
3 *Carpet Mills, Inc.* (2024) 15 Cal.5th 582.

4 **Attorney's Fees and Costs**

5 60. I represent Plaintiff Oliveros on a contingency fee basis in this matter. My firm
6 advanced all filing fees and court costs necessary for prosecuting this action. The defendant, SIYC,
7 was a non-profit corporation that encountered substantial financial difficulties resulting from the
8 COVID-19 pandemic. Given these circumstances, there was a significant risk that I would not be
9 compensated for my legal services and that my firm would not recover the litigation costs we
10 advanced.
11

12 61. In litigating this case, my firm has incurred litigation costs in the total amount of
13 \$12,933.33. My firm's revised report showing costs and expenses incurred in the amount of
14 \$4,220.83 is attached hereto as **Exhibit 8**. Olga Ginez's fees for reviewing and auditing the time and
15 payroll records and preparing damage calculations for the Aggrieved Employees are \$8,712.50. (*See*
16 *Decl. of Olga Ginez*, ¶¶ 15-16, Exhibit 3) All these expenses were reasonably and necessarily
17 incurred in prosecuting this action. My firm seeks reimbursement for Litigation Expenses of
18 \$12,933.33. Defendant will not oppose this request.
19

20 62. From June 18, 2021, through December 4, 2023, I rendered a total of 158.1 hours of
21 legal work on this case. A true and correct copy of my attorney time and billing statement is
22 attached hereto as **Exhibit 9**. The statement records the date of each activity, a description of the
23 legal work performed, and the amount of time spent, recorded in one-tenth-hour increments. With
24 the assistance of my secretary, and in accordance with my firm's policy, I recorded my time
25 manually and contemporaneously. I have carefully reviewed my time records and exercised billing
26 judgment to eliminate any duplicative or unproductive work. I believe the activities performed and
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1 the time recorded were both reasonable and necessary for the prosecution of this case. My hourly
2 billing rate is \$650. Based on my education, experience, and the results obtained, I believe this rate
3 is reasonable. I am also familiar with the rates charged by similarly experienced attorneys in Orange
4 County, and my rate is consistent with those prevailing in the community. Accordingly, based on
5 158.1 hours at a rate of \$650 per hour, my lodestar is \$102,765.00. However, under the terms of the
6 Settlement, I seek an award of attorneys' fees in an amount not to exceed \$41,350.78, which
7 represents approximately 32.92% of \$125,569.93. Defendant will not oppose this request.
8

9 63. I am unaware of any actual or potential conflict of interest, financial or otherwise,
10 with the Aggrieved Employees and/or the Settlement Administrator.
11

12 **Settlement Administrator's Expenses**

13 64. The Parties have selected CPT Group, Inc. to act as the Settlement Administrator in
14 connection with the Settlement Agreement. The costs of the Settlement Administrator are not to
15 exceed \$5,500. The Parties believe this is reasonable. A true and correct copy of CPT Group, Inc.'s
16 Fees Quote is attached hereto as **Exhibit 10**. (See Exh. 3, p. 3, ¶ 18; Decl. of Julie Green, p. 3, ¶ 11,
17 Exhibit B)
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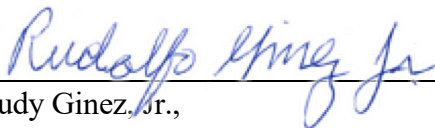
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1 **Settlement Agreement and Motion Papers Served on the LWDA**

2 65. Plaintiff served LWDA with copies of the proposed Joint Stipulation for PAGA
3 Settlement and Release of Claims and Amendments thereto, the (Revised) Notice of PAGA Action
4 Settlement, and Plaintiff's Motion for Approval of PAGA Settlement via the LWDA website portal
5 concurrently with the filing of the motion. See Proof of Service on the LWDA concurrently filed
6 with this Motion.
7

8
9 I declare under penalty of perjury under the laws of the State of California that the foregoing
10 is true and correct.

11
12 Dated: 3/13/2026



Rudy Ginez, Jr.,

EXHIBIT 1

CLINT D. ROBISON (SBN 158834)
MICHAEL I. KESSLER (SBN 332018)
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Attorneys for Defendants,
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PATRICK ALLAN RAMSEY, ANTON ANICH and BRIANA N. WARREN

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Attorney for Plaintiff, JOSE LUIS OLIVEROS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE - CENTRAL JUSTICE CENTER

JOSE LUIS OLIVEROS,

Plaintiff,

v.

SHARK ISLAND YACHT CLUB, a
California Non-Profit Corporation, d.b.a.
NEWPORT BEACH YACHT CLUB,
PATRICK ALLEN RAMSEY, ANTON
ANICH, BRIANA N. WARREN, and DOES 1
through 5,

Defendants.

CASE NO. 30-2021-01210803-CU-OE-CJC
[Assigned for All Purposes to the Hon. David
Hesseltine; Dept. C23]

**JOINT STIPULATION OF PAGA
SETTLEMENT AND RELEASE OF
CLAIMS**

1 This Joint Stipulation of PAGA Settlement and Release of Claims (“Settlement” or
2 “Agreement”) is made and entered into by and between Plaintiff JOSE LUIS OLIVEROS (“Plaintiff”
3 or “PAGA Representative”), individually and on behalf of all putative PAGA members as the
4 representative of the California Labor and Workforce Development Agency, the LWDA, and the
5 State of California, and Defendant SHARK ISLAND YACHT CLUB d.b.a. NEWPORT BEACH
6 YACHT CLUB (“Defendant”). Plaintiff and Defendant are collectively referred to herein as “the
7 Parties.”

8 **I. DEFINITIONS**

9 The following definitions, in addition to other terms defined elsewhere, apply to this
10 Settlement:

- 11 1. “Superior Court” means the Superior Court of California for the County of Orange.
- 12 2. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violation against
13 defendants captioned *Jose Luis Olivero, Plaintiff v. Shark Island Yacht Club d.b.a. Newport Beach*
14 *Yacht Club, et al., defendants*, pending in the Superior Court of California, Orange County, Case
15 No.30-2021-01210803-CU-OE-CJC. The PAGA claim is alleged as the eighth cause of action of the
16 operative first amended complaint filed on September 27, 2021.
- 17 3. “LWDA” means the California Labor and Workforce Development Agency.
- 18 4. “PAGA” means the Private Attorneys General Act of 2004 (Labor Code §§ 2698 et seq.).
- 19 5. “PAGA Counsel” means Rudy Ginez, Jr., Esq. of Rudolfo Ginez Law Office, the attorney
20 representing Plaintiff in the Action.
- 21 6. “Defense Counsel” means the attorneys representing Defendant in the Action, Clint Robison,
22 Esq. and Michael Kessler, Esq. of O’Hagan Meyer.
- 23 7. “PAGA Period” means the time period from July 1, 2020, through July 31, 2021.
- 24 8. “Aggrieved Employee” means a person employed by Defendant in California as a salaried or
25 hourly-paid, nonexempt employee during the PAGA Period.
- 26 9. “Settlement Administrator” means CPT Group, Inc., (“CPT”) the neutral entity the Parties
27 have agreed to appoint to administer the Settlement.

28 ///

1 10. "Gross Settlement Amount" means the Gross Settlement Amount of \$125,569.93 payable by
2 Defendant as provided by this Agreement.

3 11. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments
4 in the amounts approved by the Superior Court: the LWDA PAGA Payment, PAGA Counsel Fees
5 Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Payment, and the
6 Administration Expenses Payment. This remainder is to be paid to Aggrieved Employees as
7 Individual PAGA Payments.

8 12. "PAGA Penalties" means the total amount of PAGA civil penalties (i.e., \$56,000.00) to be
9 paid from the Net Settlement Amount, allocated 75% (i.e., \$42,000.00) to LWDA and 25% (i.e.,
10 \$14,000.00) to the Aggrieved Employees in settlement of the PAGA claims.

11 13. "LWDA PAGA Payment" means the payment of 75% of the PAGA Penalties (i.e.,
12 \$42,000.00) to the LWDA under this Settlement and pursuant to Labor Code § 2699(i).

13 14. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the
14 PAGA Penalties calculated according to the total number of pay periods the Aggrieved Employee
15 allegedly suffered a meal period violation during the PAGA Period.

16 15. "PAGA Counsel Fees Payment" means the amount allocated to PAGA Counsel for attorney
17 fees incurred to prosecute the Action. Defendant has agreed not to oppose PAGA Counsel's request
18 for attorney fees for an amount not exceeding 35.84% of the Gross Settlement Amount, i.e., not more
19 than \$45,000.00.

20 16. "PAGA Counsel Litigation Expenses Payment" means the amount allocated to PAGA
21 Counsel for expenses incurred to prosecute the Action. PAGA Counsel Litigation Expenses are not
22 to exceed \$16,569.93.

23 17. "PAGA Representative Payment" means the special payment made to Plaintiff in his capacity
24 as PAGA Representative to compensate him for prosecuting the Action, and performing work in
25 support of the Action in the amount of \$3,000.00.

26 18. "Administration Expenses Payment" means the payment to the Settlement Administrator for
27 its fees and expenses in administering this Settlement in an amount not to exceed \$5,000.00.

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1 19. "Notice of PAGA Action Settlement" means the Notice of Settlement and Approval, a sample
2 of which is attached hereto as Exhibit A. The Notice of PAGA Action Settlement shall contain the
3 Aggrieved Employee's (i) first and last name, (ii) last known mailing address, (iii) last four digits of
4 their social security number, (iv) employee identification number, if applicable, (v) number of pay
5 periods they allegedly suffered a meal period violation during the PAGA Period; and (vi) the amount
6 of the Aggrieved Employee's individual share of 25% of the PAGA Penalties.

7 20. "Effective Date" means the date by which this Settlement is approved by the Superior Court
8 by entry of the Judgment and the Judgment becomes Final. If no appeal is filed, the Effective Date
9 shall occur 60 days from entry of Judgment by the Superior Court. If a timely appeal is filed, the
10 Judgment shall become final on the date all appeals from the Judgment have been fully adjudicated.
11 The occurrence of the Effective Date is a prerequisite to any obligation of Defendant to pay any
12 funds into the Settlement Account.

13 21. "Judgment" means the Order of Final Judgment entered by the Superior Court that the Parties
14 anticipate will be entered following an Approval Hearing on the Settlement in this Action.

15 **II. RECITALS**

16 1. On July 14, 2021, PAGA Counsel, on behalf of Plaintiff and the Aggrieved Employees, gave
17 written notice to Defendant and the LWDA of the Labor Code violations Defendant is alleged to
18 have violated ("PAGA Letter"). The LWDA did not respond to the PAGA Letter.

19 2. On July 16, 2021, Plaintiff filed his individual wage and hour action against Defendant in the
20 Orange County Superior Court. On September 27, 2021, Plaintiff filed the operative first amended
21 complaint alleging causes of action for (1) failure to provide meal periods, (2) failure to provide rest
22 periods, (3) failure to pay overtime, (4) failure to provide accurate wage statements, (5) failure to
23 pay all final wages, (6) failure to permit inspection of records, (7) unlawful business practices in
24 violation of § 17200 of the California Business and Professions Code, (8) civil penalties for violation
25 of Labor Code § 2698, et seq. (PAGA), and (9) personal liability under Labor Code § 558.1 ("First
26 Amended Complaint").

27 3. Defendant denies and continues to deny all of Plaintiff's material allegations. Specifically,
28 Defendant contends (1) it provided the Aggrieved Employees with all meal periods according to law;

(2) it provided the Aggrieved Employees with all rest periods according to law; (3) it did not fail to pay the Aggrieved Employees overtime compensation; (4) it provided the Aggrieved Employees with accurate itemized wage statements, consistent with Labor Code Section 226; (5) it did not fail to timely pay the Aggrieved Employees wages due and owing upon separation; (6) it permitted Plaintiff to inspect and obtain all requested records allowable under California law; (7) it did not violate Business & Professions Code Section 17200, et seq.; (8) the Aggrieved Employees are not entitled to penalties under PAGA; and (9) Defendant is not liable for damages, including meal period premium wages, rest period premium wages, prejudgment interest, unpaid wages, penalties, restitution, attorneys' fees, or costs of litigation to the Aggrieved Employees.

4. In connection with the discovery process in the Action, Defendant produced voluminous documents and data, including, human resources documents and policies, time records, and payroll data during the PAGA Period to Plaintiff which were reviewed, investigated, and analyzed by PAGA Counsel. Detailed analysis of the documents and legal analysis has permitted the Parties to assess the relative merits of the claims and defenses to the PAGA claim.

5. On July 14, 2023, the parties participated in a half-day mandatory settlement conference with Temporary Judge Anne Redcross Beehler which culminated in a settlement of the entire Action.

6. The Settlement described in this Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the Action have any merit or that it has any liability to Plaintiff, the Aggrieved Employees, or the State on those claims, or as an admission by Plaintiff that Defendant's defenses in Action have any merit. This Settlement is intended to fully, finally, and forever compromise, release, resolve, discharge, and settle the released claims subject to the terms and conditions set forth in this Settlement.

7. Based on its own thorough, independent investigation and evaluation of this case, PAGA Counsel believes that the Settlement of this Action with Defendant for the consideration and on the terms set forth in this Settlement is fair, reasonable, adequate, and in the best interest of the Aggrieved Employees in light of all known facts and circumstances, including the risk of significant costs and delay, the defenses asserted by Defendant including the risks of adverse determinations on the merits

1 and numerous potential appellate issues. Although Defendant contends that it has no liability in the
2 Action, Defense Counsel shares PAGA Counsel's belief that the Settlement represents a fair and
3 adequate settlement given the respective risks associated with the case.

4 8. Based on the foregoing Recitals, the Parties agree as follows:

5 **III. PROCEDURE FOR APPROVING SETTLEMENT**

6 1. **Motion for Approval of Settlement.** Plaintiff will move the Superior Court for an order
7 approving the Settlement and the "Notice of PAGA Action Settlement" (attached hereto as **Exhibit**
8 **A**). The motion for approval will be filed within 30 days of the execution of this Agreement. The
9 Parties will meet and confer first regarding the Notice of PAGA Action Settlement or other
10 documents necessary to implement the Settlement before requesting Superior Court intervention
11 regarding unresolved disagreements.

12 2. The Parties anticipate that they will appear at the hearing to support the granting of the Motion
13 for Approval of the Settlement and the Notice of PAGA Action Settlement.

14 3. Should the Superior Court require any amendments to this Agreement or the Motion for
15 Approval, the Parties agree to work jointly to resolve any issues to secure the Superior Court's
16 Approval.

17 4. Should the Superior Court decline to approve any material aspects of the Settlement, the
18 Settlement will be null and void and the Parties will have no further obligations under it. In such
19 event, the Parties shall be returned to their respective positions as of the date and time immediately
20 before the execution of this Agreement, and the Parties shall proceed in all respects as if this
21 Agreement had not been executed.

22 5. Upon approval of the Settlement by the Superior Court, the Parties will present for the
23 Superior Court's approval and entry of a Proposed Final Order and Judgment. The entry of the Order
24 and Judgment shall permanently bar all Aggrieved Employees from prosecuting against Defendant
25 any claims or causes of action of any kind through the PAGA Period, which were or could have been
26 brought in this Action, whether known or unknown, as well as all claims described in the Release
27 contained in Paragraph 1 of Section V of this Agreement.

28 6. After entry of the Judgment, the Superior Court will have continuing jurisdiction over the

1 Action and the Settlement solely for purposes of (i) enforcing this Settlement, (ii) addressing
2 settlement administration matters, and (iii) addressing such post-Judgment matters as may be
3 appropriate under court rules or applicable law.

4 **7. Notice of PAGA Action Settlement.** After the Superior Court enters its order granting
5 Approval, every Aggrieved Employee will be provided with the Notice of PAGA Action Settlement
6 (in English and Spanish) which will include the Notice of PAGA Action Settlement completed to
7 reflect the order granting Approval of the Settlement and the Aggrieved Employee's information as
8 follows:

9 a) Within 14 days after the Motion for Approval is granted, Defendant will provide to
10 the Settlement Administrator the "Aggrieved Employees' Data," which shall consist of an electronic
11 database containing (i) each Aggrieved Employee's first and last name, (ii) last known mailing
12 address, (ii) the Aggrieved Employee's Social Security number or Tax ID, and (iii) the Aggrieved
13 Employee's employee identification number, if applicable. Within 14 days after the Motion for
14 Approval is granted, PAGA Counsel will provide to the Settlement Administrator the total number
15 of pay periods each Aggrieved Employee allegedly suffered a meal period violation during the
16 PAGA Period. If any or all of the Aggrieved Employees' Data is incomplete or missing, Defendant
17 will so inform PAGA Counsel before the date on which Defendant is required to submit the
18 Aggrieved Employees' Data to the Settlement Administrator and the Parties will make their best
19 efforts to correct, update, reconstruct, or otherwise agree upon the Aggrieved Employees' Data
20 before it must be submitted to the Settlement Administrator. If the Parties are unable to agree, the
21 dispute will first be submitted to the Settlement Administrator, and if unable to be resolved by the
22 Settlement Administrator to the agreement of all Parties, the dispute shall be submitted to the
23 Superior Court. This information will otherwise remain confidential and will not be disclosed to
24 anyone, except as required to applicable taxing authorities, as required to carry out reasonable efforts
25 to identify the Aggrieved Employee's information as described in this Paragraph 7(b) below,
26 pursuant to Defendant's express written authorization, or by order of the Superior Court.

27 b.) If a Notice of PAGA Action Settlement is returned by the U.S. Postal Service because
28 of an incorrect address, the Settlement Administrator will promptly, and not later than 5 days from

1 receipt of the returned packet, search for a more current address for the Aggrieved Employee and re-
2 mail the Notice of PAGA Action Settlement to the Aggrieved Employee. The Settlement
3 Administrator will use the Aggrieved Employees' Data and otherwise work with Defense Counsel
4 or utilize its own resources such as skip traces to find a more current address. The Settlement
5 Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job
6 parameters, court orders, and fee, to trace the mailing address of any Aggrieved Employee for whom
7 a Notice of PAGA Action Settlement is returned by the U.S. Postal Service. These reasonable steps
8 shall include the tracking of all undelivered mail; performing address searches for all mail returned
9 without a forwarding address; and promptly re-mailing to Aggrieved Employees for whom new
10 addresses are found.

11 **8. Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and
12 conditions of this Settlement, Plaintiff, Aggrieved Employees, Defendant, and their respective
13 counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-
14 judgment proceeding and appellate proceedings, such as a motion to vacate the judgment, a motion
15 for a new trial, a motion under Code of Civil Procedure Section 473, and any extraordinary writ, and
16 the Judgment, therefore, will become non-appealable by them at the time it is entered. The waiver of
17 appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-
18 judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the
19 Settlement (including making payments under the Settlement) will be suspended until the appeal is
20 finally resolved and the Judgment, consistent with the terms of this Settlement, becomes Final.

21 **9. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after
22 a notice of appeal, a petition for review, a petition for certiorari, or any other motion, petition, writ,
23 or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a
24 material modification to the Settlement, and that court's decision is not completely reversed and the
25 Judgment is not fully affirmed on review by a higher court, then either Party will have the right to
26 void the Settlement, which the Party must do by giving written notice to the other Parties, the
27 reviewing court, and the Superior Court, not later than 14 days after the reviewing court's decision
28 vacating, reversing, or materially modifying the Judgment becomes final. A vacation, reversal, or

1 modification of the Superior Court's award of the PAGA Representative Payment, the PAGA
2 Counsel Fees Payment, and/or PAGA Counsel Litigation Expenses Payment will not constitute a
3 vacation, reversal, or material modification of the Judgment within the meaning of this paragraph.

4 **10. Establishment of Settlement Account.** The Settlement Administrator shall establish a
5 Settlement Account on or before June 14, 2024 or within 10 days of the Effective Date, whichever
6 is later, and notify the Parties when the Settlement Account has been established. The Settlement
7 Administrator shall also provide Defendant with an itemized statement for the total amount to be
8 deposited into the Settlement Account, which shall equal the Gross Settlement Amount of
9 \$125,569.93.

10 **11. Funding of Gross Settlement Amount.** On or before July 14, 2024 or within 15 days after
11 receiving notification of the Settlement Account and statement for the Settlement Account Deposit,
12 whichever is later, Defendant shall fully fund the Gross Settlement Amount by depositing
13 \$125,569.93 into the Settlement Account. Defendant shall have no obligation to pay any additional
14 funds into the Settlement Account or fully fund the Gross Settlement Amount by depositing
15 \$125,569.93 into the Settlement Account before July 14, 2024. The Parties discussed at the
16 mandatory settlement conference that Defendant shall have no obligation to fund the Gross
17 Settlement Amount until at least July 14, 2023, and the Parties agreed that this was a material term
18 of the Settlement.

19 **12. Payment of the Individual PAGA Payments.** The Settlement Administrator shall pay to
20 each Aggrieved Employee his or her Individual PAGA Payment from the Settlement Account by
21 sending a check in the appropriate amount to the Aggrieved Employee at the address indicated in the
22 Aggrieved Employees' Data. Such payment, with the Notice of PAGA Action Settlement, shall be
23 sent by the Settlement Administrator via U.S. Mail within 14 days after Defendant's deposit of the
24 Gross Settlement Amount into the Settlement Account.

25 **13. Uncashed Individual PAGA Payment Checks.** Any checks paid to Aggrieved Employees
26 shall be negotiable for no more than 180 calendar days from the date of their issuance. Each
27 Aggrieved Employee must cash/deposit his or her Individual PAGA Payment check within 180
28 calendar days after it is issued to him or her. If a check remains uncashed/undeposited after 180

1 calendar days from the date of issuance, or if a check is returned to the Settlement Administrator as
2 undeliverable during the one hundred eighty-day period, the Settlement Administrator shall take all
3 reasonable efforts to identify the Aggrieved Employee's correct address, including the performance
4 of a "skip-trace." If an updated address can be identified, the Settlement Administrator shall issue
5 another check to the Aggrieved Employee and mail it to the Aggrieved Employee at his or her
6 updated address. Any reissued check shall be negotiable for 180 calendar days from the date of
7 reissuance. If an updated address for the Aggrieved Employee cannot be identified, if a reissued
8 check is once again returned to the Settlement Administrator as undeliverable, or if the reissued
9 check remains uncashed/undeposited after 180 calendar days, the Settlement Administrator will keep
10 an accounting of such funds and shall give notice to the Parties of the total balance of uncashed
11 Individual PAGA Payments. An Aggrieved Employee who fails to negotiate or receive their
12 Individual PAGA Payment check despite the procedures described above shall nevertheless remain
13 bound by the Settlement and the releases contained herein.

14 14. The funds represented by Individual PAGA Payment checks remaining uncashed for more
15 than 180 days after issuance shall be voided and then shall be transmitted to the Controller of the
16 State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil
17 Procedure § 1500, et seq. in the names of those Aggrieved Employees who did not cash their checks
18 until such time they claim their property. After the expiration of the 180-calendar day check cashing
19 period, as outlined above, the Settlement Administrator shall begin the process of transferring the
20 funds in accordance with California Code of Civil Procedure §§ 1500-1582 and the timing
21 requirements set forth by the Office of the State Controller. The Parties agree that this disposition
22 results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net
23 Settlement Amount will be paid out to the LWDA and Aggrieved Employees, whether or not all
24 Aggrieved Employees cash their Individual PAGA Payment checks.

25 15. **Final Reports by Settlement Administrator to Superior Court.** Within 10 days after the
26 final disbursement of all funds from the Settlement Account, the Settlement Administrator will serve
27 on the Parties and file with the Superior Court a declaration providing a final summary report on the
28 disbursements of all funds from the Settlement Account. Within 10 days after transmission of any

1 remaining unclaimed funds to the Controller of the State of California, the Settlement Administrator
2 will serve on the Parties and file with the Superior Court a declaration providing a final summary
3 report on the transmission of any remaining unclaimed funds to the Controller of the State of
4 California.

5 **IV. SETTLEMENT TERMS AND CONDITIONS**

6 1. **Aggrieved Employee Pay Periods.** Based on an audit of Defendant's time and payroll data
7 by Plaintiff's expert, Plaintiff believes there are 27 eligible Aggrieved Employees who allegedly
8 suffered meal period violations in a total of 394 pay periods.

9 2. **Individual PAGA Payment Shares.** Subject to the terms and conditions of this Settlement,
10 the Settlement Administrator will calculate the Individual PAGA Payment for each eligible
11 Aggrieved Employee within 14 days after Defendant provides the Settlement Administrator with the
12 Aggrieved Employees' Data. The Individual PAGA Payment for each eligible Aggrieved Employee
13 will be calculated as follows, understanding that the formulas below do not constitute an admission
14 by either Party and are intended only to provide a practical means to simplify and administer the
15 claims process:

16 a) **Number of Aggrieved Employees and Number of Pay Periods.** Plaintiff shall
17 provide the Settlement Administrator with the identity of each Aggrieved Employee and the total
18 number of pay periods each Aggrieved Employee allegedly suffered a meal period violation during
19 the PAGA Period.

20 b) **Calculation of the Pay Period Value.** Based on an audit of Defendant's time and
21 payroll data by Plaintiff's expert, Plaintiff calculated the Pay Period Value by taking the \$14,000 in
22 the 25% of PAGA Penalties allocated to the Aggrieved Employees and dividing by the total number
23 of pay periods the eligible Aggrieved Employees collectively allegedly suffered meal period
24 violations during the PAGA Period, i.e., 394 pay periods resulting in a Pay Period Value of \$35.53.

25 c) **Calculation of Individual PAGA Payment Share.** The Settlement Administrator
26 shall assign to each eligible Aggrieved Employee a share of the 25% of PAGA Penalties allocated
27 to the Aggrieved Employees which shall be equal to the Pay Period Value multiplied by the number
28 of pay periods the eligible Aggrieved Employee allegedly suffered a meal period violation during

1 the PAGA Period. Upon calculation of the Aggrieved Employee's share, the Settlement
2 Administrator shall furnish to PAGA Counsel and Defense Counsel a worksheet containing a list of
3 employee identification numbers for the eligible Aggrieved Employees along with their
4 corresponding number Pay Periods showing an alleged meal period violation, and the amount of the
5 Individual PAGA Payment.

6 **3. Taxes and Withholdings.** Each Individual PAGA Payment is intended to settle the
7 Aggrieved Employees' claims for civil penalties arising under PAGA. Accordingly, one hundred
8 percent (100%) of each Individual PAGA Payment shall represent civil penalties. The Individual
9 PAGA Payment shall be paid to the Aggrieved Employee in full without deductions or withholdings,
10 and the Settlement Administrator shall issue an IRS Form 1099 to each Aggrieved Employee for that
11 amount. Each Aggrieved Employee shall be responsible for his/her own share of applicable income
12 tax withholdings and deductions for his or her Individual PAGA Payment.

13 **4. Total Payment Amount.** In no event will Defendant be required to pay more than the Gross
14 Settlement Amount for distribution to Plaintiff, PAGA Counsel, Aggrieved Employees, LWDA,
15 Settlement Administrator, or for any other costs or expenses not otherwise enumerated.

16 **5. Payments to Plaintiff and PAGA Counsel and Others.** Subject to the terms and conditions
17 of this Settlement, the Settlement Administrator will make the following payments out of the Gross
18 Settlement Amount as follows:

19 a) **To Plaintiff:** In addition to his Individual PAGA Payment, Plaintiff will apply to the
20 Superior Court for a PAGA Representative Payment in an amount not to exceed \$3,000.00.
21 Defendant will not oppose this PAGA Representative Payment. Within 14 days after Defendant's
22 deposit of the Gross Settlement Amount into the Settlement Account, the Settlement Administrator
23 will pay the PAGA Representative Payment approved by the Superior Court out of the Gross
24 Settlement Amount. Payroll tax withholding and deductions will not be taken from the PAGA
25 Representative Payment and an IRS Form 1099 will be issued to Plaintiff for this payment.

26 b) **To PAGA Counsel:** PAGA Counsel will apply to the Superior Court for the recovery
27 of attorney's fees and costs incurred in prosecuting the Action. PAGA Counsel will request
28 attorney's fees in an amount not to exceed 35.84% of the Gross Settlement Amount, or not more than

1 \$45,000.00. PAGA Counsel will also file a memorandum of costs and will seek the PAGA Counsel
2 Litigation Expenses Payment in an amount not to exceed \$16,569.93 as requested costs incurred in
3 the Action to be paid from the Gross Settlement Amount. Defendant will not oppose these requests.
4 The costs and fees provided under the Agreement and approved by the Court shall be the total costs
5 and attorneys' fees recoverable in the Action. PAGA Counsel shall not seek additional costs or fees
6 arising from the litigation of the Action. Within 14 days after Defendant's deposit of the Gross
7 Settlement Amount into the Settlement Account, the Settlement Administrator will pay the amounts
8 approved by the Superior Court out of the Gross Settlement Amount; however, the payment shall
9 not precede disbursement of Individual PAGA Payments. Withholdings and deductions will not be
10 taken from the PAGA Counsel Fees Payment or PAGA Counsel Litigation Expenses Payment and
11 one or more IRS Forms 1099 will be issued to PAGA Counsel for those payments.

12 c) **To the Settlement Administrator:** The Settlement Administrator will be paid from
13 the Gross Settlement Amount its fees and expenses as approved by the Superior Court, which shall
14 not exceed \$5,000.00.

15 **Distribution of the LWDA PAGA Payment and Individual PAGA Payments:** As part of the
16 Motion for Approval, Plaintiff will apply to the Superior Court to approve the distribution of the
17 LWDA PAGA Payment and Individual PAGA Payments. Defendant will support the approval at the

18 d) hearing on the Motion for Approval.

19 **6. Appointment of Settlement Administrator.** The Parties will ask the Superior Court to
20 appoint CPT Group, Inc., a qualified and experienced administrator based in California in or near
21 where the Action is filed, to serve as the Settlement Administrator, which, as a condition of
22 appointment, will agree to be bound by this Agreement with respect to the performance of its duties
23 and its compensation. The Settlement Administrator's duties will include (i) calculating Individual
24 PAGA Payments; (ii) preparing, printing, and mailing the Notice of PAGA Action Settlement to all
25 Aggrieved Employees; (iii) using reasonable measures to contact all Aggrieved Employees,
26 including conducting a National Change of Address search on all Aggrieved Employees before
27 mailing the Notice of PAGA Action Settlement to each Aggrieved Employee's address; (iv) re-
28 mailing the Notice of PAGA Action Settlement to the Aggrieved Employee's new address for those

1 Aggrieved Employees whose address had changed; (v) setting up a toll-free telephone number to
2 receive calls from Aggrieved Employees; (vi) issuing the checks to effectuate the payments due
3 under the Settlement; (vii) using reasonable measures to deliver issued checks to Aggrieved
4 Employees, including use of a “skip-trace” for undeliverable checks; and (viii) otherwise
5 administering the Settlement pursuant to this Agreement.

6 7. The Settlement Administrator will have the final authority to resolve all disputes concerning
7 the calculation of an Aggrieved Employee’s Individual PAGA Payment, subject to the terms set forth
8 in this Agreement. If any Individual PAGA Payment is unable to be cashed because the Aggrieved
9 Employee died, became incompetent, or is unavailable due to military service, the Settlement
10 Administrator may pay the Aggrieved Employee’s Individual PAGA Payment to the Aggrieved
11 Employee’s successor in interest or legal representative upon presentation of reasonable proof of
12 such occurrence and legal relationship.

13 **V. RELEASE OF CLAIMS**

14 1. **Release of Claims by the LWDA and State of California.** Upon Defendant’s payment into
15 the Settlement Account the Gross Settlement Amount, Plaintiff as the representative of the California
16 Labor and Workforce Development Agency, the LWDA, and the State of California, without the
17 need to manually sign a release document, in exchange for the consideration recited in this
18 Agreement, on behalf of himself or itself and on behalf of his/its current, former, and future heirs,
19 executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and finally
20 release Defendant and Defendant’s parents, predecessors, successors, subsidiaries, affiliates,
21 partners, owners, assigns, franchisors, and trusts, and all of its employees, officers, agents, attorneys,
22 stockholders, fiduciaries, and other service providers including, but not limited to, O’Hagan Meyer,
23 Patrick Allen Ramsey, Anton Anich, and Brianna N. Warren, (collectively hereinafter the
24 “Releasees”), from any and all claims for the recovery for civil penalties, attorneys’ fees, and costs
25 permissible under PAGA which Plaintiff and/or the Aggrieved Employees had, or may claim to have,
26 against Releasees, arising out of the violations alleged in the First Amended Complaint or the PAGA
27 Letter or that reasonably could have been alleged, whether known or unknown, based on the facts
28 and legal theories contained in the First Amended Complaint or the PAGA Letter, including failure

1 to provide meal periods; failure to provide rest periods; failure to pay overtime; failure to provide
2 accurate wage statements; failure to pay all final wages; failure to permit inspection of records;
3 unlawful business practices in violation of § 17200 of the California Business and Professions Code;
4 civil penalties for violation of Labor Code § 2698, et seq. (PAGA); personal liability under Labor
5 Code § 558.1; violations of Labor Code Sections 201, 202, 203, 226, 226.7, 510, 512, 558, 558.1,
6 1194, and 2698, *et seq.* (the “PAGA Released Claims”). Plaintiff as the representative of the
7 California Labor and Workforce Development Agency, the LWDA, and the State of California shall
8 release the Releasees from the PAGA Released Claims that arose during the PAGA Period. The
9 Parties intend that this Settlement Agreement may be used as an affirmative defense against
10 subsequent PAGA claims for claim preclusion, issue preclusion, or other effects if an aggrieved
11 employee makes a subsequent claim on behalf of the LWDA based on the same factual allegations
12 as the PAGA Released Claims that were at issue in this action on behalf of the LWDA. Aggrieved
13 Employees cannot opt out of or object to the PAGA Release.

14 2. The PAGA Released Claims described in Paragraph 1 of Section V expressly exclude all
15 claims made by Aggrieved Employees for individual wage claims, vested benefits, wrongful
16 termination, unemployment insurance, disability, social security, workers’ compensation, claims
17 while classified as exempt, and claims outside of the PAGA Period.

18 3. **No Effect on Other Benefits.** The payment of the Individual PAGA Payments will not result
19 in any additional employee benefit payments (such as 401(k), vacation, or bonus) and shall not have
20 any effect on the eligibility for, or calculation of, any employee benefit.

21 **VI. MISCELLANEOUS TERMS**

22 1. **No Admission of Liability.** Defendant denies that it has engaged in any unlawful activity,
23 has failed to comply with the law in any respect, or has any liability to anyone under the claims
24 asserted in the Action. This Settlement is entered into solely to compromise highly disputed claims.
25 Nothing in this Settlement is intended or will be construed as an admission of liability or wrongdoing
26 by Defendant, an admission by Plaintiff that any of his claims were non-meritorious, or any defense
27 asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant
28 were willing to settle the Action will have no bearing on, and will not be admissible in connection

1 with, any litigation (other than solely in connection with the Settlement).

2 2. Whether or not the Judgment becomes Final, neither the Settlement, any document,
3 statement, proceeding, or conduct related to the Settlement, nor any reports or accounting of those
4 matters, will be (i) construed as, offered, or admitted in evidence, or deemed to be evidence for any
5 purpose adverse to the Releasees, including, but not limited to, evidence of a presumption,
6 concession, indication or admission by any of the Releasees of any liability, fault, wrongdoing,
7 omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of
8 the Releasees, or any other civil, criminal or administrative action or proceeding except for purposes
9 of effectuating this Settlement.

10 3. Notwithstanding Paragraph 2 of Section VI of this Settlement, any and all provisions of this
11 Settlement may be admitted in evidence and otherwise used in any and all proceedings to enforce
12 any or all terms of this Settlement, or in defense of any claims released or barred by this Settlement.

13 4. **Integrated Agreement.** After this Settlement is signed and delivered by all Parties and their
14 counsel, this Settlement and its exhibits will constitute the entire agreement between the Parties
15 relating to the Settlement, and it will then be deemed that no oral representations, warranties,
16 covenants, or inducements have been made to any Party concerning this Settlement or its exhibits
17 other than the representations, warranties, covenants, and inducements expressly stated in this
18 Settlement and its exhibits.

19 5. **Attorney Authorization.** PAGA Counsel and Defense Counsel warrant and represent that
20 they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required
21 or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to
22 execute any other documents required to effectuate the terms of this Settlement. The Parties and their
23 counsel will cooperate with each other and use their best efforts to affect the implementation of the
24 Settlement. In the event the Parties are unable to reach an agreement on the form or content of any
25 document needed to implement the Settlement, or on any supplemental provisions that may become
26 necessary to effectuate the terms of this Settlement, the Parties will seek the assistance of the Superior
27 Court, and in all cases, all such documents, supplemental provisions and assistance of the court will
28 be consistent with this Settlement.

1 **6. Modification of Agreement.** This Agreement, and any and all parts of it, may be amended,
2 modified, changed, or waived only by an express written instrument signed by all Parties, their
3 successors-in-interest, and/or the Parties' respective counsel, as authorized.

4 **7. Settlement Binding on Successors.** This Settlement will be binding upon, and inure to the
5 benefit of, the successors of each of the Parties.

6 **8. Applicable Law.** All terms and conditions of this Settlement and its exhibits will be governed
7 by and interpreted according to the laws of the State of California, without giving effect to any
8 conflict of law principles or choice of law principles.

9 **9. Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this
10 Settlement. This Settlement will not be construed against any Party on the basis that the Party was
11 the drafter or participated in the drafting.

12 **10. Fair Settlement.** The Parties and their respective counsel believe and warrant that this
13 Settlement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this
14 Settlement through arms-length negotiations, taking into account all relevant factors, current and
15 potential.

16 **11. Headings.** The descriptive heading of any section or paragraph of this Settlement is inserted
17 for convenience of reference only and does not constitute a part of this Settlement.

18 **12. Notice.** All notices, demands, or other communications given under this Settlement will be
19 in writing and deemed to have been duly given as of the third business day after mailing by U.S.
20 Mail, addressed as follows:

21 *To PAGA Counsel:*

Rudy Ginez, Jr., Esq.
RUDOLFO GINEZ LAW OFFICE
926 North Flower Street
Santa Ana, CA 92703

24 *To Defense Counsel:*

Clint D. Robison, Esq.
Michael I. Kessler, Esq.
O'HAGAN MEYER
21650 Oxnard Street, Suite 530
Woodland Hills, CA 91367

27 ///

28 ///

13. **Execution in Counterpart.** This Settlement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves the original signed counterparts. Facsimile signatures, scanned PDF signatures, and electronic signatures will be presumptive evidence of the execution of the original, which shall be produced on reasonable request. Any executed counterpart will be admissible to prove the existence and contents of this Settlement.

JOSE LUIS OLIVEROS

Date: 9/13/2023

Jose L. Oliveros

**SHARK ISLAND YACHT CLUB D.B.A
NEWPORT BEACH YACHT CLUB**

Date: 9/15/2023

Charles Sharp

By: Charles Sharp

Its: Vice Commodore - Treasurer

APPROVED AS TO FORM AND CONTENT:

RUDOLFO GINEZ LAW OFFICE

Date: 9/13/2023

By: Rudy Ginez
RUDY GINEZ, JR.
Attorneys for Plaintiff,
JOSE LUIS OLIVEROS

O'HAGAN MEYER

Date: 9/18/2023

By: Clint D. Robison
CLINT D. ROBISON
MICHAEL I. KESSLER
Attorneys for Defendants, SHARK ISLAND
YACHT CLUB dba NEWPORT BEACH
YACHT CLUB, PATRICK ALLAN
RAMSEY, ANTON ANICH and BRIANA N.
WARREN

EXHIBIT A

NOTICE OF PAGA ACTION SETTLEMENT

Jose Luis Oliveros v. Shark Island Yacht Club d.b.a. Newport Beach Yacht Club, et al.
Orange County Superior Court Case No. 30-2021-01210803-CU-OE-CJC

|||||

<<PSA ID>>

<< Last Four of SS#>>

<<Employee ID#>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

If you are or were 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, and Plaintiff believes you suffered meal period violation, you are entitled to receive money from a PAGA Action Settlement.

This is not a solicitation from a lawyer. You are not being sued.

1. Why should you read this notice?

The Orange County Superior Court has approved a settlement in the above-captioned action (“Lawsuit” or “Action”). You are receiving this Notice because Shark Island Yacht Club d.b.a. Newport Beach Yacht Club’s time and payroll records indicate that you are in the group of employees referred to as “Aggrieved Employees,” which is defined as follows:

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.

Therefore, the Court directed that this Notice be sent to all Aggrieved Employees to inform you about the case and your legal rights.

2. What is this Lawsuit about?

On September 27, 2021, Jose Luis Oliveros (“Plaintiff”) filed the operative first amended complaint against Shark Island Yacht Club d.b.a. Newport Beach Yacht Club (“Defendant”) alleging violations of California wage and hour laws. Plaintiff filed the Lawsuit on behalf of himself and other aggrieved employees. The complaint seeks civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the California Private Attorneys General Act of 2004 (“PAGA” Labor Code §§ 2698-2699.5). Defendant vigorously denies all the claims and contentions made in the Lawsuit and maintains that it has fully complied with the law, but has agreed to settle the Lawsuit to avoid the expense of litigation.

3. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees who allegedly suffered a meal period violation will receive compensation. The Settlement is not an admission of liability by Defendant. Plaintiff and the attorneys believe the Settlement is fair, reasonable, and adequate, and in the best interests of all Aggrieved Employees.

4. What are the terms of the Settlement?

Defendant will pay \$125,569.93 to settle the Lawsuit (the “Gross Settlement Amount”). The Gross Settlement Amount includes (a) all Individual PAGA Payments to the Aggrieved Employees; (b) the PAGA Representative Payment to Plaintiff; (c) Plaintiff’s Counsel’s attorneys’ fees; (d) Plaintiff’s Counsel’s litigation expenses; (e) payment to the LWDA for civil penalties brought under PAGA; and (e) the Settlement Administrator’s fees and expenses.

The Court has approved the following payments from the Gross Settlement Amount:

- PAGA Penalties in the total amount of \$56,000.00 allocated 75% (\$42,000.00) to the LWDA and 25% (\$14,000.00) to the Aggrieved Employees;
- Plaintiff’s Counsel’s fees of \$45,000.00;
- Plaintiff’s Counsel’s litigation expenses of \$16,569.93;
- Settlement Administrator’s fees and expenses of \$5,000.00; and
- A service award of \$3,000.00 to Plaintiff in recognition of his time and service in prosecuting the Action.

No portion of the Gross Settlement Amount will be returned to Defendant.

5. How much am I receiving?

Each eligible Aggrieved Employee is receiving a *pro rata* share of 25% of the PAGA Penalties. Each Aggrieved Employee’s Individual PAGA payment will be calculated based on the number of pay periods the Aggrieved Employee allegedly suffered a meal period violation while working for Defendant as a nonexempt employee during the PAGA period from July 1, 2020, through July 31, 2021 (“PAGA Period”).

To calculate an Aggrieved Employee’s Individual PAGA Payment, the \$14,000 in the 25% PAGA Penalties allocated to the Aggrieved Employees was divided by the total number of pay periods the eligible Aggrieved Employees collectively allegedly suffered meal period violations during the PAGA Period. Plaintiff’s review of Defendant’s records show a total of 394 such pay periods resulting in a “Pay Period Value” of \$35.53. Each Aggrieved Employee’s share will be calculated by multiplying each individual Aggrieved Employee’s total number of pay periods in which he or she alleged suffered a meal period violation during the PAGA Period by the Pay Period Value.

Your total number of pay periods showing an alleged meal period violation is: <<PayPeriods>>

Your Individual PAGA Payment is: \$<<Est.PAGAPaymentAmt>>

All settlement payments are subject to taxation. Each Aggrieved Employee’s share of the 25% of PAGA Penalties allocated to the Aggrieved Employees will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each Aggrieved Employee will receive an IRS Form 1099 for his or her share of

the 25% of PAGA Penalties allocated to the Aggrieved Employees unless his or her Individual PAGA Payment is \$600 or less.

The Settlement checks will be able to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held according to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq.* in the names of those Aggrieved Employees who did not cash their Settlement checks until such time they claim their property.

6. What claims are being released by the Settlement?

A Judgment has been entered by the Court. Upon the funding of the Gross Settlement Amount, Plaintiff as the representative of the LWDA, the LWDA, and the State of California have released the Released Parties from the Released Claims for the PAGA Period.

The Released Claims are defined as any and all claims for civil penalties, attorneys' fees, and costs permissible under PAGA which Plaintiff and/or the Aggrieved Employees had, or may claim to have, against Released Parties, arising out of the violations alleged in the First Amended Complaint in the Action or the PAGA Letter or that reasonably could have been alleged, whether known or unknown, based on the facts and legal theories contained in the First Amended Complaint in the Action or the PAGA Letter, including failure to provide meal periods; failure to provide rest periods; failure to pay overtime; failure to provide accurate wage statements; failure to pay all final wages; failure to permit inspection of records; unlawful business practices in violation of § 17200 of the California Business and Professions Code; civil penalties for violation of Labor Code § 2698, *et seq.* (PAGA); personal liability under Labor Code § 558.1; violations of Labor Code Sections 201, 202, 203, 226, 226.7, 510, 512, 558, 558.1, 1194, and 2698, *et seq.*

The foregoing release applies only to claims for civil penalties under the PAGA. The Settlement does not in any way waive any Aggrieved Employees' rights or ability to bring any action or assert any claim in their own names as individuals apart from the PAGA statute. Aggrieved Employees cannot opt out of or object to the foregoing Release.

The Parties intend that the Settlement may be used as an affirmative defense against subsequent PAGA claims for claim preclusion, issue preclusion, or other effects if an Aggrieved Employee makes a subsequent claim on behalf of the LWDA based on the same factual allegations as the Released Claims that were at issue in this Action on behalf of the LWDA.

The Released Parties are defined as Defendant and its parents, predecessors, successors, subsidiaries, affiliates, partners, owners, assigns, franchisors, and trusts, and all of its employees, officers, agents, attorneys, stockholders, fiduciaries, and other service providers including, but not limited to, O'Hagan Meyer, Patrick Allen Ramsey, Anton Anich, and Brianna N. Warren.

7. If you have questions about this Settlement

Please do not call the Court or Defendant's managers or supervisors about this Settlement. They will not be able to assist you. You may call the Settlement Administrator, CPT Group, Inc. toll-free at 1(800) 825-6104 with any questions.

EXHIBIT 2

CLINT D. ROBISON (SBN 158834)
MICHAEL I. KESSLER (SBN 332018)
O'HAGAN MEYER
21650 Oxnard Street, Suite 530
Woodland Hills, CA, 91367
Telephone: (213) 306-1610
Facsimile: (213) 306-1615
Email: crobison@ohaganmeyer.com
mkessler@ohaganmeyer.com

Attorneys for Defendants,
SHARK ISLAND YACHT CLUB dba NEWPORT BEACH YACHT CLUB,
PATRICK ALLAN RAMSEY, ANTON ANICH and BRIANA N. WARREN

RUDY GINEZ, JR. (SBN 84978)
RUDOLFO GINEZ LAW OFFICE
926 North Flower Street
Santa Ana, CA 92703
Tel: (714) 541-2251
Fax: (714) 541-5807
Email: ginez@sbcglobal.net

Attorney for Plaintiff, JOSE LUIS OLIVEROS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE - CENTRAL JUSTICE CENTER

JOSE LUIS OLIVEROS,

Plaintiff,

v.

SHARK ISLAND YACHT CLUB, a
California Non-Profit Corporation, d.b.a.
NEWPORT BEACH YACHT CLUB,
PATRICK ALLEN RAMSEY, ANTON
ANICH, BRIANA N. WARREN, and DOES 1
through 5,

Defendants.

CASE NO. 30-2021-01210803-CU-OE-CJC
[Assigned for All Purposes to the Hon. David
Hesseltine; Dept. C23]

**AMENDMENTS TO JOINT
STIPULATION OF PAGA
SETTLEMENT AND RELEASE OF
CLAIMS**

1 Plaintiff JOSE LUIS OLIVEROS ("Plaintiff" or "PAGA Representative") individually and on
2 behalf of all putative PAGA members as the representative of the California Labor and Workforce
3 Development Agency, the LWDA, and the State of California, and Defendant SHARK ISLAND
4 YACHT CLUB d.b.a. NEWPORT BEACH YACHT CLUB ("Defendant") hereby amend and
5 replace the following paragraphs in their previously executed Joint Stipulation of Class Action
6 Settlement and Release of Claims ("Settlement" or "Agreement"):

7 ...

8 **III. PROCEDURE FOR APPROVING SETTLEMENT**

9 ...

10 **11. Funding of Gross Settlement Amount.** On or before July 14, 2024 or within 15 days after
11 receiving notification of the Settlement Account and statement for the Settlement Account Deposit,
12 whichever is later, Defendant shall fully fund the Gross Settlement Amount by depositing
13 \$125,569.93 into the Settlement Account. Defendant shall have no obligation to pay any additional
14 funds into the Settlement Account or fully fund the Gross Settlement Amount by depositing
15 \$125,569.93 into the Settlement Account before July 14, 2024. The Parties discussed at the
16 mandatory settlement conference that Defendant shall have no obligation to fund the Gross
17 Settlement Amount until at least July 14, 2024, and the Parties agreed that this was a material term
18 of the Settlement.

19 ...

20 **IV. SETTLEMENT TERMS AND CONDITIONS**

21 **1. Aggrieved Employee Pay Periods.** Based on an audit of Defendant's time and payroll data
22 by Plaintiff's expert, Plaintiff believes there are 30 eligible Aggrieved Employees who allegedly
23 suffered meal period violations in a total of 394 pay periods.

24 ...

25 **5. Payments to Plaintiff and PAGA Counsel and Others.** Subject to the terms and conditions
26 of this Settlement, the Settlement Administrator will make the following payments out of the Gross
27 Settlement Amount as follows:

28 a) **To Plaintiff:** In addition to his Individual PAGA Payment, Plaintiff will apply to the

1 Superior Court for a PAGA Representative Payment in an amount not to exceed \$3,000.00.
2 Defendant will not oppose this PAGA Representative Payment. Within 14 days after Defendant's
3 deposit of the Gross Settlement Amount into the Settlement Account, the Settlement Administrator
4 will pay the PAGA Representative Payment approved by the Superior Court out of the Gross
5 Settlement Amount. Payroll tax withholding and deductions will not be taken from the PAGA
6 Representative Payment and an IRS Form 1099 will be issued to Plaintiff for this payment.

7 b) **To PAGA Counsel:** PAGA Counsel will apply to the Superior Court for the recovery
8 of attorney's fees and costs incurred in prosecuting the Action. PAGA Counsel will request
9 attorney's fees in an amount not to exceed 35.84% of the Gross Settlement Amount, or not more than
10 \$45,000.00. PAGA Counsel will also file a memorandum of costs and will seek the PAGA Counsel
11 Litigation Expenses Payment in an amount not to exceed \$16,569.93 as requested costs incurred in
12 the Action to be paid from the Gross Settlement Amount. Defendant will not oppose these requests.
13 The costs and fees provided under the Agreement and approved by the Court shall be the total costs
14 and attorneys' fees recoverable in the Action. PAGA Counsel shall not seek additional costs or fees
15 arising from the litigation of the Action. Within 14 days after Defendant's deposit of the Gross
16 Settlement Amount into the Settlement Account, the Settlement Administrator will pay the amounts
17 approved by the Superior Court out of the Gross Settlement Amount; however, the payment shall
18 not precede disbursement of Individual PAGA Payments. Withholdings and deductions will not be
19 taken from the PAGA Counsel Fees Payment or PAGA Counsel Litigation Expenses Payment and
20 one or more IRS Forms 1099 will be issued to PAGA Counsel for those payments.

21 c) **To the Settlement Administrator:** The Settlement Administrator will be paid from
22 the Gross Settlement Amount its fees and expenses as approved by the Superior Court, which shall
23 not exceed \$5,000.00.

24 d) **Distribution of the LWDA PAGA Payment and Individual PAGA Payments:** As
25 part of the Motion for Approval, Plaintiff will apply to the Superior Court to approve the distribution
26 of the LWDA PAGA Payment and Individual PAGA Payments. Defendant will support the approval
27 at the hearing on the Motion for Approval.

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JOSE LUIS OLIVEROS

Date: 11-24-23

Jose L. Oliveros

**SHARK ISLAND YACHT CLUB D.B.A
NEWPORT BEACH YACHT CLUB**

Date: _____

By: _____

Its: _____

APPROVED AS TO FORM AND CONTENT:

RUDOLFO GINEZ LAW OFFICE

Date: 11-24-2023

By: Rudy Ginez Jr.
RUDY GINEZ, JR.
Attorneys for Plaintiff,
JOSE LUIS OLIVEROS

O'HAGAN MEYER

Date: _____

By: _____
CLINT D. ROBISON
MICHAEL I. KESSLER
Attorneys for Defendants, SHARK ISLAND
YACHT CLUB dba NEWPORT BEACH
YACHT CLUB, PATRICK ALLAN
RAMSEY, ANTON ANICH and BRIANA N.
WARREN

JOSE LUIS OLIVEROS

Date: _____

SHARK ISLAND YACHT CLUB D.B.A
NEWPORT BEACH YACHT CLUB

Date: 11-16-23

Charles Shoup

By: Charles Shoup

Its: Vice Commodore

APPROVED AS TO FORM AND CONTENT:

RUDOLFO GINEZ LAW OFFICE

Date: _____

By: _____

RUDY GINEZ, JR.
Attorneys for Plaintiff,
JOSE LUIS OLIVEROS

O'HAGAN MEYER

Date: November 27, 2023

By: Clint D. Robison

CLINT D. ROBISON
MICHAEL I. KESSLER
Attorneys for Defendants, SHARK ISLAND
YACHT CLUB dba NEWPORT BEACH
YACHT CLUB, PATRICK ALLAN
RAMSEY, ANTON ANICH and BRIANA N.
WARREN

EXHIBIT 3

CLINT D. ROBISON (SBN 158834)
MICHAEL I. KESSLER (SBN 332018)
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SHARK ISLAND YACHT CLUB dba NEWPORT BEACH YACHT CLUB,
ANTON ANICH and BRIANA N. WARREN

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Email: ginez@sbcglobal.net

Attorney for Plaintiff, JOSE LUIS OLIVEROS

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE, CIVIL COMPLEX CENTER

JOSE LUIS OLIVEROS,	)	Case No.: 30-2021-01210803-CU-OE-CXC
	)	
Plaintiff,	)	[Assigned to Hon. Melissa R. McCormick, Dept.
vs.	)	CX105]
	)	
SHARK ISLAND YACHT CLUB, a	)	SECOND AMENDMENTS TO JOINT
California Non-Profit Corporation, d.b.a.	)	STIPULATION OF PAGA SETTLEMENT
NEWPORT BEACH YACHT CLUB,	)	AND RELEASE OF CLAIMS
PATRICK ALLEN RAMSEY, ANTON	)	
ANICH, BRIANA N. WARREN, and DOES	)	
1 through 5,	)	
	)	
Defendants.	)	
	)	
	)	
	)	

1 Plaintiff JOSE LUIS OLIVEROS (“Plaintiff” or “PAGA Representative”), individually and
2 on behalf of all putative Aggrieved Employees as the representative of the California Labor and
3 Workforce Development Agency, the LWDA, and the State of California, and Defendant SHARK
4 ISLAND YACHT CLUB d.b.a. NEWPORT BEACH YACHT CLUB (“Defendant”) hereby amend
5 and replace the following paragraphs in their previously executed Joint Stipulation of PAGA
6 Settlement and Release of Claims (“Settlement” or “Agreement”) Plaintiff and Defendant are
7 collectively referred to herein as “the Parties.”
8

9 **I. DEFINITIONS**

10 The following definitions, in addition to other terms defined elsewhere, apply to this
11 Settlement:

12 ...

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14 2. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violation against
15 defendants captioned *Jose Luis Olivero, Plaintiff v. Shark Island Yacht Club d.b.a. Newport Beach*
16 *Yacht Club, et al., Defendants*, pending in the Superior Court of California, Orange County, Case
17 No.30-2021-01210803-CU-OE-CXC. The PAGA claim is alleged as the eighth cause of action of the
18 operative first amended complaint filed on September 27, 2021.

19 ...

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21 11. “Net Settlement Amount” means the Gross Settlement Amount, less the following
22 payments in the amounts approved by the Superior Court: the LWDA PAGA Payment, PAGA
23 Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration
24 Expenses Payment. This remainder is to be paid to Aggrieved Employees as Individual PAGA
25 Payments.

26
27 12. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
28 Gross Settlement Amount, allocated 75% to the LWDA and 25% to the Aggrieved Employees in

1 settlement of the PAGA claims.

2 13. "LWDA PAGA Payment" means the payment of 75% of the PAGA Penalties paid to
3 the LWDA under Labor Code § 2699(i).

4 14. "Individual PAGA Payment" means the Aggrieved Employee's share of 25% of the
5 PAGA Penalties calculated according to the total number of pay periods the Aggrieved Employee
6 allegedly suffered a meal period violation, meal period premium pay violation, inaccurate wage
7 statement violation, and/or final wage payment violation during the PAGA Period.

9 15. "PAGA Counsel Fees Payment" means the amount allocated to PAGA Counsel for
10 reimbursement of reasonable attorney fees incurred to prosecute the Action.

11 16. "PAGA Counsel Litigation Expenses Payment" means the amount allocated to PAGA
12 Counsel for reimbursement of reasonable costs and expenses incurred to prosecute the Action.

13 17. "PAGA Representative Payment" means the special payment made to Plaintiff in his capacity
14 as PAGA Representative to compensate him for prosecuting the Action, and performing work in
15 support of the Action. Plaintiff Oliveros no longer requests a PAGA Representative Payment of
16 \$3,000.00.

18 18. "Administration Expenses Payment" means the payment to the Settlement
19 Administrator for its fees and expenses in administering this Settlement in an amount not to exceed
20 \$5,500.00.

21 19. "(Revised) Notice of PAGA Action Settlement" means the Notice of Settlement and
22 Approval, a sample of which is attached hereto as **Exhibit A**. The (Revised) Notice of PAGA Action
23 Settlement shall contain the Aggrieved Employee's (i) first and last name, (ii) last known mailing
24 address, (iii) last four digits of their social security number, (iv) employee identification number, if
25 applicable, (v) the number of pay periods they allegedly suffered a meal period violation, meal period
26 premium pay violation, inaccurate wage statement violation, and/or final wage payment violation
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1 during the PAGA Period; and (vi) the amount of the Aggrieved Employee's Individual PAGA
2 Payment.

3 ...

4 **III. PROCEDURE FOR APPROVING SETTLEMENT**

5 1. **Motion for Approval of Settlement.** Plaintiff will move the Superior Court for an
6 order approving the Settlement and the "(Revised) Notice of PAGA Action Settlement" (attached
7 hereto as **Exhibit A**). The motion for approval will be filed within 30 days of the execution of this
8 Agreement. The Parties will meet and confer first regarding the (Revised) Notice of PAGA Action
9 Settlement or other documents necessary to implement the Settlement before requesting Superior
10 Court intervention regarding unresolved disagreements.

11 2. The Parties anticipate that they will appear at the hearing to support the granting of the
12 Motion for Approval of the Settlement and the (Revised) Notice of PAGA Action Settlement.
13

14 ...

15 5. Upon approval of the Settlement by the Superior Court, the Parties will present for the
16 Superior Court's approval and entry, a Proposed Final Order and Judgment. The entry of the Order
17 and Judgment shall permanently bar all Aggrieved Employees from prosecuting against Defendant
18 any claims for civil penalties under PAGA through the PAGA Period, which were or reasonably could
19 have been brought in this Action, whether known or unknown, as well as all claims described in the
20 Release contained in Paragraph 1 of Section V of this Agreement.
21

22 ...

23 7. **(Revised) Notice of PAGA Action Settlement.** After the Superior Court enters its
24 order granting Approval, every Aggrieved Employee will be provided with the (Revised) Notice of
25 PAGA Action Settlement (in English and Spanish) which will include the (Revised) Notice of PAGA
26 Action Settlement completed to reflect the order granting Approval of the Settlement and the
27

1 Aggrieved Employee's information as follows:

2 a) Within 14 days after the Motion for Approval is granted, Defendant will provide to the
3 Settlement Administrator the "Aggrieved Employees' Data," which shall consist of an electronic
4 database containing (i) each Aggrieved Employee's first and last name, (ii) last known mailing
5 address, (iii) the Aggrieved Employee's Social Security number or Tax ID, and (iv) the Aggrieved
6 Employee's employee identification number, if applicable. Within 14 days after the Motion for
7 Approval is granted, PAGA Counsel will provide to the Settlement Administrator a spreadsheet of its
8 calculations showing for each Aggrieved Employee, identified by employee number, the total number
9 of pay periods in which he or she allegedly suffered a labor code violation during the PAGA Period
10 and their Individual PAGA Payment amount. If any or all of the Aggrieved Employees' Data is
11 incomplete or missing, Defendant will so inform PAGA Counsel before the date on which Defendant
12 is required to submit the Aggrieved Employees' Data to the Settlement Administrator and the Parties
13 will make their best efforts to correct, update, reconstruct, or otherwise agree upon the Aggrieved
14 Employees' Data before it must be submitted to the Settlement Administrator. If the Parties are unable
15 to agree, the dispute will first be submitted to the Settlement Administrator, and if unable to be
16 resolved by the Settlement Administrator to the agreement of all Parties, the dispute shall be submitted
17 to the Superior Court. This information will otherwise remain confidential and will not be disclosed
18 to anyone, except as required to applicable taxing authorities, as required to carry out reasonable
19 efforts to identify the Aggrieved Employee's information as described in Paragraph 7(b) below,
20 pursuant to Defendant's express written authorization, or by order of the Superior Court.
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24 b) If a (Revised) Notice of PAGA Action Settlement is returned by the U.S. Postal Service
25 because of an incorrect address, the Settlement Administrator will promptly, and not later than 5 days
26 from receipt of the returned packet, search for a more current address for the Aggrieved Employee
27 and remail the (Revised) Notice of PAGA Action Settlement to the Aggrieved Employee. The
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1 Settlement Administrator will use the Aggrieved Employees' Data and otherwise work with Defense
2 Counsel or utilize its own resources such as skip traces to find a more current address. The Settlement
3 Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job
4 parameters, court orders, and fee, to trace the mailing address of any Aggrieved Employee for whom
5 a (Revised) Notice of PAGA Action Settlement is returned by the U.S. Postal Service. These
6 reasonable steps shall include the tracking of all undelivered mail; performing address searches for
7 all mail returned without a forwarding address; and promptly re-mailing to Aggrieved Employees for
8 whom new addresses are found.

9
10 ...12. **Payment of the Individual PAGA Payments.** The Settlement Administrator shall pay
11 to each Aggrieved Employee his or her Individual PAGA Payment from the Settlement Account by
12 sending a check in the appropriate amount to the Aggrieved Employee at the address indicated in the
13 Aggrieved Employees' Data. Such payment, with the (Revised) Notice of PAGA Action Settlement,
14 shall be sent by the Settlement Administrator via U.S. Mail within 14 days after Defendant's deposit
15 of the Gross Settlement Amount into the Settlement Account.
16

17 18 **IV. SETTLEMENT TERMS AND CONDITIONS**

19 1. **Allocation and Calculation of Individual PAGA Payments.** Plaintiff's expert
20 audited Defendant's timekeeping and payroll data and determined that thirty-three (33) Aggrieved
21 Employees, including Plaintiff Oliveros, worked for Defendant during the PAGA Period, and that
22 three (3) "Aggrieved Employees" did not suffer any of the labor code violations for which Plaintiff
23 Oliveros sought PAGA Penalties. Plaintiff's expert calculated the number of pay periods each
24 Aggrieved Employee suffered an alleged meal period violation (Labor Code §512), meal period
25 premium pay violation (Labor Code §226.7), inaccurate wage statement violation (Labor Code
26 §226(a)), and a violation for failure to timely pay all final wages upon separation of employment
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(Labor Code §§201-202) during the PAGA Period. Based on the audit of Defendant's data, Plaintiff found that thirty (30) Aggrieved Employees collectively suffered the above-described labor code violations for 1191 pay periods. Dividing the 25% of the PAGA Penalties, \$16,447.71 (*\$16,446.03 + \$1.68 adjustment*) by 1191 pay periods results in a Pay Period Value of \$13.81. Thirty (30) Aggrieved Employees will receive a pro-rata share of the PAGA Penalties. The Individual PAGA Payment for each Aggrieved Employee will be calculated by multiplying the total number of pay periods he or she allegedly suffered the above-described labor code violations during the PAGA Period by the Pay Period Value of \$13.81. Aggrieved Employees who did not suffer any of the above-described alleged labor code violations during the PAGA Period will not receive an Individual PAGA Payment. Within 14 days after the Motion for Approval is granted, PAGA Counsel will provide the Settlement Administrator with a spreadsheet of its calculations showing for each Aggrieved Employee, identified by employee number, the total number of pay periods in which he or she allegedly suffered a labor code violation during the PAGA Period and their Individual PAGA Payment amount.

2. The Settlement Administrator shall assign to each eligible Aggrieved Employee a share of the 25% of PAGA Penalties allocated to the Aggrieved Employees which shall be equal to calculations provided by PAGA Counsel. Upon calculation of the Aggrieved Employee's share, the Settlement Administrator shall furnish to PAGA Counsel and Defense Counsel a worksheet containing a list of employee identification numbers for the eligible Aggrieved Employees along with their corresponding number of pay periods showing an alleged labor code violation, and the amount of the Individual PAGA Payment.

3. **Taxes and Withholdings.** Each Individual PAGA Payment is intended to settle the Aggrieved Employees' claims for civil penalties arising under PAGA. Accordingly, each Individual PAGA Payment mailed to an Aggrieved Employee is considered to be 100% penalties and will not be subject to deductions or withholdings. The Settlement Administrator shall issue an IRS Form 1099

1 to Aggrieved Employees whose Individual PAGA Payment is \$600 or more. The Aggrieved
2 Employee is responsible for paying any and all taxes that may be due as a result of the Individual
3 PAGA Payment. The Aggrieved Employee should consult a tax advisor regarding the tax
4 consequences of such payment.

5 ...
6

7 **5. Payments to PAGA Counsel and Others.** Subject to the terms and conditions of this
8 Settlement, the Settlement Administrator will make the following payments out of the Gross
9 Settlement Amount of \$125,569.93, as follows:

10 a) **To PAGA Counsel:** PAGA Counsel will apply to the Superior Court for
11 reimbursement of attorney's fees and costs incurred in prosecuting the Action. PAGA Counsel will
12 request attorney's fees in an amount not to exceed 33% of the Gross Settlement Amount, or not more
13 than \$41,350.78 (*\$41,352.46 - \$1.68 adjustment*). PAGA Counsel will also file a memorandum of
14 costs and will seek the PAGA Counsel Litigation Expenses Payment in an amount not to exceed
15 \$12,933.33 to be paid from the Gross Settlement Amount. Defendant will not oppose these requests.
16 The costs and fees provided under the Agreement and approved by the Court shall be the total costs
17 and attorneys' fees recoverable in the Action. PAGA Counsel shall not seek additional costs or fees
18 arising from the litigation of the Action. Within 14 days after Defendant's deposit of the Gross
19 Settlement Amount into the Settlement Account, the Settlement Administrator will pay the amounts
20 approved by the Superior Court out of the Gross Settlement Amount; however, the payment shall not
21 precede disbursement of Individual PAGA Payments. Withholdings and deductions will not be taken
22 from the PAGA Counsel Fees Payment or PAGA Counsel Litigation Expenses Payment and one or
23 more IRS Forms 1099 will be issued to PAGA Counsel for those payments.

24 b) **To the Settlement Administrator:** The Settlement Administrator will be paid from
25 the Gross Settlement Amount its fees and expenses as approved by the Superior Court, which shall
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not exceed \$5,500.00.

c) **Distribution of the LWDA PAGA Payment and Individual PAGA Payments:** As part of the Motion for Approval, Plaintiff will apply to the Superior Court to approve the distribution of the LWDA PAGA Payment and Individual PAGA Payments, as follows: \$65,784.14 for PAGA Penalties, with 75% or \$49,338.11 payable to the LWDA, and 25% or \$16,447.71 payable to the Aggrieved Employees (\$16,446.03 + \$1.68 adjustment). Defendant will support the approval at the hearing on the Motion for Approval.

6. **Appointment of Settlement Administrator.** The Parties will ask the Superior Court to appoint CPT Group, Inc., a qualified and experienced administrator based in California in or near where the Action is filed, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include (i) preparing, printing, and mailing the (Revised) Notice of PAGA Action Settlement to all Aggrieved Employees (in English and Spanish); (ii) using reasonable measures to contact all Aggrieved Employees, including conducting a National Change of Address search on all Aggrieved Employees before mailing the (Revised) Notice of PAGA Action Settlement to each Aggrieved Employee's address; (iii) re-mailing the (Revised) Notice of PAGA Action Settlement to the Aggrieved Employee's new address for those Aggrieved Employees whose address had changed; (iv) setting up a toll-free telephone number to receive calls from Aggrieved Employees; (v) issuing the checks to effectuate the payments due under the Settlement; (vi) using reasonable measures to deliver issued checks to Aggrieved Employees, including use of a "skip-trace" for undeliverable checks; and (vii) otherwise administering the Settlement pursuant to this Agreement.

V. RELEASE OF CLAIMS

1. **Release of Claims by the Plaintiff and Aggrieved Employees.** Upon Defendant's

1 payment of the Gross Settlement Amount into the Settlement Account, Plaintiff and all Aggrieved
2 Employees without the need to manually sign a release document, in exchange for the consideration
3 recited in this Agreement, on behalf of themselves and on behalf of their current, former, and future
4 heirs, executors, administrators, attorneys, agents, and assigns, shall and do hereby fully and finally
5 release the Released Parties from any and all claims for the recovery for civil penalties, attorneys'
6 fees, and costs permissible under PAGA based upon all causes of action and claims that were alleged
7 in the First Amended Complaint and/or the PAGA Letter or that reasonably could have been alleged
8 by reason of or in connection with any matter or fact set forth or referred to in the First Amended
9 Complaint or the PAGA Letter, including failure to provide meal periods; failure to provide rest
10 periods; failure to pay overtime; failure to provide accurate wage statements; failure to pay all final
11 wages; failure to permit inspection of records; unlawful business practices in violation of § 17200 of
12 the California Business and Professions Code that were premised on the allegations in the First
13 Amended Complaint or reasonably could have been premised by reason of or in connection with any
14 matter or fact set forth or referred to in the First Amended Complaint; civil penalties for violation of
15 Labor Code § 2698, et seq. (PAGA); personal liability under Labor Code § 558.1; violations of Labor
16 Code Sections 201, 202, 203, 226, 226.7, 510, 512, 558, 558.1, and 1194 (the "PAGA Released
17 Claims"). Plaintiff and all Aggrieved Employees shall release the Released Parties from the PAGA
18 Released Claims that arose during the PAGA Period. The Parties intend that this Settlement
19 Agreement may be used as an affirmative defense against subsequent PAGA claims for claim
20 preclusion, issue preclusion, or other effects if an aggrieved employee makes a subsequent claim on
21 behalf of the LWDA based on the same factual allegations as the PAGA Released Claims that were
22 at issue in this action on behalf of the LWDA. Aggrieved Employees cannot opt out of the Settlement
23 or PAGA Released Claims. Aggrieved Employees will be bound by the Settlement and PAGA
24 Released Claims even if they do not cash their settlement checks.

2. Released Parties include Defendant and its past, present and/or future parents, predecessors, successors, subsidiaries, affiliates, partners, owners, assigns, franchisors, and trusts, and all of its employees, officers, agents, attorneys, stockholders, fiduciaries, and other service providers including, but not limited to, O'Hagan Meyer, Patrick Allen Ramsey, Anton Anich, and Brianna N. Warren.

3. The PAGA Released Claims described in Paragraph 1 of Section V expressly exclude all claims made by Aggrieved Employees for individual wage claims, vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the PAGA Period.

4. **No Effect on Other Benefits.** The payment of the Individual PAGA Payments will not result in any additional employee benefit payments (such as 401(k), vacation, or bonus) and shall not have any effect on the eligibility for, or calculation of, any employee benefit.

VI. MISCELLANEOUS TERMS

2. Whether or not the Judgment becomes Final, neither the Settlement, any document, statement, proceeding, or conduct related to the Settlement, nor any reports or accounting of those matters, will be (i) construed as, offered, or admitted in evidence, or deemed to be evidence for any purpose adverse to the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating this Settlement.

...

14. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree

1 that upon the signing of this Agreement, the time to bring an action to trial under Code of Civil
2 Procedure § 583.310 is extended for the entire period of this settlement process.

3
4 **JOSE LUIS OLIVEROS**

5
6 Date: 3-13-26

Jose L. Oliveros

7
8 **SHARK ISLAND YACHT CLUB D.B.A**
9 **NEWPORT BEACH YACHT CLUB**

10 Date: _____

11 By: _____

12 Its: _____

13
14 APPROVED AS TO FORM AND CONTENT:

15
16 **RUDOLFO GINEZ LAW OFFICE**

17 Date: 3/13/2026

18 By: _____

Rudolfo Ginez Jr
RUDY GINEZ JR.
Attorneys for Plaintiff,
JOSE LUIS OLIVEROS

19
20
21 **O'HAGAN MEYER**

22
23 Date: _____

24 By: _____

25 CLINT D. ROBISON
26 MICHAEL I. KESSLER
Attorneys for Defendants, SHARK ISLAND
27 YACHT CLUB dba NEWPORT BEACH YACHT
28 CLUB, ANTON ANICH and BRIANA N. WARREN

**SHARK ISLAND YACHT CLUB D.B.A
NEWPORT BEACH YACHT CLUB**

Date: Mar 13, 2026

Charles M Sharp

Charles M Sharp Mar 13, 2026 11:54:43 EDT

By: Charles M Sharp

Its: Board Member

APPROVED AS TO FORM AND CONTENT:

RUDOLFO GINEZ LAW OFFICE

Date: _____

By: _____

RUDY GINEZ, JR.
Attorneys for Plaintiff,
JOSE LUIS OLIVEROS

O'HAGAN MEYER

Date: March 13, 2026

By: 

CLINT D. ROBISON
MICHAEL I. KESSLER
Attorneys for Defendants, SHARK ISLAND
YACHT CLUB dba NEWPORT BEACH YACHT
CLUB, ANTON ANICH and BRIANA N. WARREN

EXHIBIT A

(Revised) NOTICE OF PAGA ACTION SETTLEMENT

Jose Luis Oliveros v. Shark Island Yacht Club d.b.a. Newport Beach Yacht Club, et al.
Orange County Superior Court Case No. 30-2021-01210803-CU-OE-CXC

|||||

<<PSA ID>>

<< Last Four of SS#>>

<<Employee ID#>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

If you are or were 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, and you may have suffered a meal period, meal period premium pay, wage statement, and/or final wage payment violation, you are entitled to receive money from a PAGA Action Settlement.

This is not a solicitation from a lawyer. You are not being sued.

1. Why should you read this notice?

The Orange County Superior Court has approved a settlement in the above-captioned action (“Lawsuit” or “Action”). You are receiving this Notice because Shark Island Yacht Club d.b.a. Newport Beach Yacht Club’s time and payroll records indicate that you are in the group of employees referred to as “Aggrieved Employees,” which is defined as follows:

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.

Therefore, the Court directed that this Notice be sent to all Aggrieved Employees to inform you about the case and your legal rights.

2. What is this Lawsuit about?

On September 27, 2021, Jose Luis Oliveros (“Plaintiff”) filed the operative first amended complaint against Shark Island Yacht Club d.b.a. Newport Beach Yacht Club (“Defendant”) alleging violations of California wage and hour laws. Plaintiff filed the Lawsuit on behalf of himself and other aggrieved employees. The complaint seeks civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other Aggrieved Employees under the California Private Attorneys General Act of 2004, with 75% of the penalties recovered going to the State and 25% to the Aggrieved Employees. (“PAGA” Labor Code §§ 2698-2699.5). Defendant vigorously denies all the claims and contentions made in the Lawsuit and maintains that it has fully complied with the law, but has agreed to settle the Lawsuit to avoid the expense of litigation.

3. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal. All Aggrieved Employees who allegedly suffered a meal period violation, meal period premium violation, inaccurate wage statement violation, and violation for failure to timely pay final wages upon separation of employment during the period July 1, 2020, through July 31, 2021, (“PAGA Period”) will receive a settlement check for civil penalties. Aggrieved Employees who did not suffer any of these alleged labor code violations during the PAGA Period will not receive a settlement check. The Settlement is not an admission of liability by Defendant. Plaintiff and the attorneys believe the Settlement is fair, reasonable, and adequate, and in the best interests of all Aggrieved Employees.

4. What are the terms of the Settlement?

Defendant will pay \$125,569.93 to settle the Lawsuit (the “Gross Settlement Amount”). The Gross Settlement Amount will pay for (a) all Individual PAGA Payments to the Aggrieved Employees; (b) Plaintiff’s Counsel’s attorneys’ fees; (c) Plaintiff’s Counsel’s litigation expenses; (d) payment to the LWDA for civil penalties brought under PAGA; and (e) the Settlement Administrator’s fees and expenses.

The Court has approved the following payments from the Gross Settlement Amount:

- \$5,500.00 payable to CPT Group, Inc., for Settlement Administrator’s fees and expenses;
- \$12,933.33 payable to Rudolfo Ginez Law Office for Plaintiff’s Counsel’s litigation expenses;
- \$41,350.78 payable to Rudolfo Ginez Law Office for Plaintiff’s Counsel attorneys’ fees (\$41,352.46 - \$1.68 adjustment);
- \$65,784.14 for PAGA Penalties, with 75% or \$49,338.11 payable to the LWDA, and 25% or \$16,447.71 payable to Aggrieved Employees (\$16,446.03 + \$1.68 adjustment);

No portion of the Gross Settlement Amount will be returned to Defendant.

5. How much am I receiving?

Each eligible Aggrieved Employee will receive a *pro-rata* share of 25% of the PAGA Penalties. Each Aggrieved Employee’s Individual PAGA payment will be calculated based on the number of pay periods the Aggrieved Employee allegedly suffered the violations described in section 3 while working for Defendant as a nonexempt employee during the PAGA Period.

To calculate an Aggrieved Employee’s Individual PAGA Payment, the \$16,447.71, (*\$16,446.03 + \$1.68 adjustment*) which is the 25% PAGA Penalties allocated to the Aggrieved Employees was divided by the total number of pay periods the Aggrieved Employees collectively allegedly suffered the violations described in section 3 during the PAGA Period. Plaintiff’s review of Defendant’s records shows a total of 1,191 such pay periods resulting in a “Pay Period Value” of \$13.81. Each Aggrieved Employee’s share will be calculated by multiplying each Aggrieved Employee’s total number of pay periods in which he or she allegedly suffered such violations during the PAGA Period by the Pay Period Value of \$13.81.

Your total number of pay periods that the alleged violations described in section 3 occurred is: <<PayPeriods>>

Your Individual PAGA Payment is: \$<<Est.PAGAPaymentAmt>>

Each Individual PAGA Payment is considered to be 100% penalties and will not be subject to deductions or withholdings. The Settlement Administrator will issue an IRS Form 1099 to those Aggrieved Employees whose

Individual PAGA Payment is \$600 or more. Aggrieved Employees are responsible for paying any and all taxes that may be due as a result of the Individual PAGA Payment and are advised to consult a tax advisor regarding the tax consequences of such payment.

The Settlement checks will be able to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held according to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq.* in the names of those Aggrieved Employees who did not cash their Settlement checks until such time they claim their property.

6. What claims are being released by the Settlement?

A Judgment has been entered by the Court. Upon the funding of the Gross Settlement Amount, Plaintiff and all Aggrieved Employees on behalf of themselves and their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns have released the Released Parties from the Released Claims for the PAGA Period.

The Released Claims are defined as any and all claims for the recovery of civil penalties, attorneys' fees, and costs permissible under PAGA based upon all causes of action and claims that were alleged in the First Amended Complaint and/or the PAGA Letter or that reasonably could have been alleged by reason of or in connection with any matter or fact set forth or referred to in the First Amended Complaint or the PAGA Letter, including failure to provide meal periods; failure to provide rest periods; failure to pay overtime; failure to provide accurate wage statements; failure to pay all final wages; failure to permit inspection of records; unlawful business practices in violation of § 17200 of the California Business and Professions Code that were premised on the allegations in the First Amended Complaint or reasonably could have been premised by reason of or in connection with any matter or fact set forth or referred to in the First Amended Complaint; civil penalties for violation of Labor Code § 2698, *et seq.* (PAGA); personal liability under Labor Code § 558.1; violations of Labor Code Sections 201, 202, 203, 226, 226.7, 510, 512, 558, 558.1, and 1194.

Aggrieved Employees cannot opt out of the Settlement, and even if they do not cash their settlement checks, they will be bound by the release. The foregoing release applies only to claims for civil penalties under the PAGA. The Settlement does not in any way waive any Aggrieved Employees' rights or ability to bring any action or assert any claim in their own names as individuals apart from the PAGA statute.

The Parties intend that the Settlement may be used as an affirmative defense against subsequent PAGA claims for claim preclusion, issue preclusion, or other effects if an Aggrieved Employee makes a subsequent claim on behalf of the LWDA based on the same factual allegations as the Released Claims that were at issue in this Action on behalf of the LWDA.

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

7. If you have questions about this Settlement

Please do not call the Court or the Defendant's managers or supervisors about this Settlement. They will not be able to assist you. You may call or contact the Settlement Administrator, CPT Group, Inc. toll-free at 1(800) 825-6104 and website at with any questions.

EXHIBIT 4

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

MINUTE ORDER

DATE: 05/16/2024

TIME: 02:00:00 PM

DEPT: CX104

JUDICIAL OFFICER PRESIDING: Melissa R. McCormick

CLERK: C. Sanchez

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: I. Olivares

CASE NO: **30-2021-01210803-CU-OE-CXC** CASE INIT.DATE: 07/16/2021

CASE TITLE: **Oliveros vs. Shark Island Yacht Club**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 74215089

EVENT TYPE: Motion - Other

MOVING PARTY: Jose Luis Oliveros

CAUSAL DOCUMENT/DATE FILED: Motion - Other, 12/05/2023

APPEARANCES

No Appearance by all parties

Tentative Ruling posted on the Internet.

Prior to calendar call, all parties submit on the Court's tentative ruling.

In open court. There are no appearances by any party.

The Court confirms the tentative ruling as follows:

Plaintiff's Motion for Approval of PAGA Settlement

"Because an aggrieved employee's action under the Labor Code Private Attorneys General Act of 2004 functions as a substitute for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government." *Arias v. Superior Court* (2009) 46 Cal.4th 969, 986. PAGA settlements are subject to trial court review "to determine whether [they are] 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, 77.

The court has reviewed and considered the papers filed in support of plaintiff's motion for approval of a \$125,569.93 PAGA settlement. The court has the following questions and comments:

1. Plaintiff defaulted defendant Patrick Allen Ramsey on January 4, 2022 (ROA 18). What does plaintiff intend to do vis-à-vis defendant Ramsey?
2. Were the motion papers served on the LWDA? Plaintiff must file with the court a proof of service identifying the specific documents served on the LWDA, when plaintiff served the documents, and how service was effected.

As to the settlement:

3. How many Aggrieved Employees are there? Compare Rudy Ginez Decl. (ROA 163) ¶ 33 (33 Aggrieved Employees) with Amended Settlement Agreement ¶ IV.1. (30 Aggrieved Employees)? Will all

Aggrieved Employees receive an Individual PAGA Payment? The Rudy Ginez Declaration (ROA 163, ¶ 33) implies only Aggrieved Employees who suffered a meal period violation will receive an Individual PAGA Payment.

4. Why are the Individual PAGA Payments being calculated based pay periods in which an Aggrieved Employee allegedly suffered a meal period violation? See Rudy Ginez Decl. (ROA 163) ¶¶ 35, 36.

5. Is plaintiff's expert Olga Ginez related to plaintiff's counsel? In addition, plaintiff seeks \$13,196.25 for 155.25 hours of work (i.e., more than 19 days of work at 8 hours per day) performed by Olga Ginez. Olga Ginez's invoice reflects that most of her time was spent "compiling and comparing new data" and "compiling dat[a], etc." Rudy Ginez Decl. (ROA 163) Ex. 7. Why did this work require 155.25 hours, particularly considering there are no more than 33 Aggrieved Employees?

6. Why is the PAGA Period July 1, 2020 to July 31, 2021?

7. Are the parties aware of any related pending actions or other cases that may be impacted by the settlement?

8. Plaintiff's counsel seeks attorneys' fees constituting 35.84% of the Gross Settlement Amount. The court is inclined to award attorneys' fees constituting 33.33% of the Gross Settlement Amount. Do special circumstances warrant a higher fee award here?

9. The Taxes and Withholdings provision in the Settlement Agreement (Rudy Ginez Decl. (ROA 163) Ex. 1 (¶ IV.3.)) is different from the description of the tax treatment in the notice (Rudy Ginez Decl. (ROA 163) Ex. A (at 2-3)). The parties should address and resolve this discrepancy in the supplemental filing.

10. The release (Settlement Agreement ¶ V.1.) purports to release claims on behalf of the LWDA and the State of California. Plaintiff should provide legal authority to do so or remove this language.

11. The Aggrieved Employees' release (Settlement Agreement ¶ V.1.) should be revised to release only the civil penalties available under PAGA based on the facts alleged in the operative complaint and the notice letter to the LWDA.

12. Plaintiff's counsel states counsel analyzed defendant's potential exposure for meal, rest, and wage statement violations. Rudy Ginez Decl. (ROA 163) ¶ 36. Did plaintiff's counsel analyze defendant's exposure for the other causes of action in plaintiff's first amended complaint?

13. Plaintiff's brief (ROA 167, at 7:25) states an audit showed the Aggrieved Employees were paid overtime. Is plaintiff dismissing the cause of action for unpaid overtime?

14. Plaintiff should state his total anticipated consideration, including his Individual PAGA Payment and excluding any enhancement award.

15. In addition to \$13,196.25 for plaintiff's expert, plaintiff's counsel seeks reimbursement for \$4,794.00 in costs (\$3,759.60 + \$1,034.40). Plaintiff should provide legal authority supporting an award of costs incurred for postage and mailing. Plaintiff should also provide an invoice substantiating the \$487.97 charge for "trial prep."

16. Do the parties intend for the Aggrieved Employees to be able to dispute the number of pay periods? If so, the settlement agreement (and the notice) should be amended to address the dispute procedure.

As to the notice:

17. The notice should be revised as necessary consistent with the above.

18. Why does the first paragraph of the notice include "and Plaintiff believes you suffered [a] meal period violation"?

19. The notice should advise the aggrieved employees that they cannot opt out of the settlement and that even if they do not cash their checks they will be bound by the release.

As to the proposed order and judgment:

20. The proposed order and judgment should be revised as necessary consistent with the above.

21. Counsel's contact information should be removed from the caption page of the proposed order and judgment.

22. The proposed order and judgment should include the names of all of the parties to the settlement.

23. Paragraphs 5, 6, 14, 15, 16, 18 and 19 should be removed.

24. The last sentence in paragraph 8 should be removed.

25. The second sentence in paragraph 10 should be removed.

26. The last sentence of paragraph 23 should be removed.
27. The proposed order and judgment should use the same terms as in the Settlement Agreement, e.g., "Aggrieved Employees" not "PAGA Employees."
28. The phrase "not to exceed" should be removed in paragraph 13.
29. The proposed order and judgment should include a proposed date for the final accounting hearing. The final accounting hearing should occur after the deadline to cash checks has expired. The court holds final accounting hearings on Thursdays at 9:00 a.m. The proposed order and judgment shall state that counsel shall submit a final administrator's report at least 9 court days before the hearing addressing the status of the settlement administration, including the actual amounts paid to the Aggrieved Employees and the other amounts distributed under the settlement, including any uncashed checks.

The hearing on plaintiff's motion for approval is continued to October 3, 2024 at 2:00 p.m. in Department CX104 to permit the parties to address and respond to the above issues. See also Department CX104 Guidelines for Approval of Class Action Settlements and PAGA Settlements (www.occourts.org). A supplemental brief shall be filed at least 9 court days before the hearing and shall address as necessary each of the above points. If required, an amendment to the settlement agreement shall be submitted, rather than an "amended settlement agreement," to streamline the court's review of the documents. The parties shall provide redlined copies of any revised documents (e.g., revised settlement agreement, revised notice, revised proposed order).

Plaintiff is ordered to give notice, including to the LWDA, and to file a proof of service. Plaintiff must also serve the LWDA with any supplemental brief and any amended settlement documents, and file a proof of service.

EXHIBIT 5

GINEZ, STEINMETZ & ASSOCIATES

RUDOLFO GINEZ, JR.
ATTORNEY AT LAW

PAUL W. STEINMETZ
ATTORNEY AT LAW

July 14, 2021

Electronically Filed

Labor and Workforce Development Agency
800 Capitol Mall, MIC-55k
Sacramento, CA 95814

Certified Mail/Return Receipt: 7020 1290 0002 3122 2944

Shark Island Yacht Club, d.b.a.
Newport Beach Yacht Club
1099 Bayside Dr.
Newport Beach, CA 92660

Certified Mail/Return Receipt: 7020 1290 0002 3122 2951

Patrick Allen Ramsey
401 Ocampo Dr.
Pacific Palisades, CA 90272

Certified Mail/Return Receipt: 7020 1290 0002 3122 2968

Anton Anich, a.k.a. Tony Anich
C/O Shark Island Yacht Club, d.b.a. Newport Beach Yacht Club
1099 Bayside Dr.
Newport Beach, CA 92660

Certified Mail/Return Receipt: 7020 1290 0002 3122 2975

Briana N. Warren
C/O Shark Island Yacht Club, d.b.a. Newport Beach Yacht Club
1099 Bayside Dr.
Newport Beach, CA 92660

RE: Claim for PAGA penalties

Aggrieved Employee: Jose Luis Oliveros
Employer: Shark Island Yacht Club, d.b.a. Newport Beach Yacht Club
Persons Acting on Behalf of Employer: Patrick Allen Ramsey, Anton Anich, a.k.a. Tony Anich, and Briana N. Warren.

TO: Labor and Workforce Development Agency,

Jose Luis Oliveros retained my law firm to represent him to recover damages and penalties for various wage and hour violations committed against him and his coworkers by his former employer, Shark Island Yacht Club, d.b.a. Newport Beach Yacht Club. Pursuant to Labor Code §§ 2698 – 2699.5 (PAGA), Mr. Oliveros hereby gives written notice that he intends to pursue a claim for civil penalties against Shark Island Yacht Club, d.b.a. Newport Beach Yacht Club, Patrick Allen Ramsey, Anton Anich, a.k.a. Tony Anich, and Briana N. Warren, on behalf of himself and his coworkers who suffered the same labor code violations he suffered. This letter services as notice to all interested parties of each Labor Code violation, and the facts and theories which support each alleged violation.

Shark Island Yacht Club is a non-profit yacht club that provides full-service meals and drinks for lunch, dinner, and banquets, and a lounge with live entertainment to their members and their guest, and event space services to members and non-members. Shark Island Yacht Club is open 5 days a week. Patrick Allen Ramsey, is Chief Executive Officer, Anton Anich, a.k.a. Tony Anich, is the General Manager, and Briana N. Warren, is the Banquet Director for Shark Island Yacht Club.

Mr. Oliveros worked for Shark Island Yacht Club from about June 1, 2017 through about March 11, 2021, and from about August 2021 through about March 25, 2021. Mr. Oliveros worked as a cook preparing meals for lunch, dinner and banquets. Depending on the day of the week and whether it was a banquet, there were about 10 to 20 other employees - food preparers, dishwashers, busboys, waiters/waitresses, and bartenders - working with Mr. Oliveros to serve members and their guests. Mr. Oliveros worked five to six days a week, approximately 9 to 14 hours per day and approximately 54 to 65 hours per week.

During his entire employment, Shark Island Yacht Club was a very busy kitchen and banquet facility and it was understaffed. Mr. Oliveros and other employees used an electronic timekeeping system to record the start and end time of their workday but they were not required to record the start and end time of their meal breaks. Due to the amount of work that was required to be done, and the shortage of staff, Mr. Oliveros never received 30-minute duty-free meal break before the end of his fifth hour of work and never received a second 30-minute duty-free meal break if he worked more than 10 hours. In order to meet the requirements of the job, Mr. Oliveros was required to eat his meals while he was working. During his entire employment and due to the work required to be done, he never had the opportunity to take his required 10-minute rest breaks. On July 9, 2021, Mr. Oliveros was refused the right to inspect and copy his time and payroll records. Thus, Mr. Oliveros does not know whether 30-minutes was automatically deducted for meal breaks even though he always worked through his meal breaks. If there were automatic meal break deductions, then it is likely that he is owed hours worked and

this would most likely have to be paid at the overtime or double-time rates. Mr. Oliveros was paid his wages semi-monthly by direct deposit into his bank. However, he was never given an itemized pay statement showing the total numbers regular and overtime hours worked and the gross and net wages earned. Mr. Oliveros requested his itemized pay statements several times but never received them. Mr. Oliveros suffered a work-related injury and his last day worked was about March 25, 2021. Due to how he was treated by Tony Anich and Briana N. Warren after he was injured and unable to return to work, Mr. Oliveros considered his employment terminated on or about March 26, 2021. Up to the present date, Mr. Oliveros has not been paid all his premium wages for missed meal and rest breaks and for any unpaid overtime. Tony Anich and Briana N. Warren, on a daily basis, were responsible for scheduling hours worked, recording and paying hours worked, providing meal and rest breaks, and providing pay statements to all employees, including Mr. Oliveros.

During the entire time that Mr. Oliveros worked at Shark Island Yacht Club, he observed his co-workers working without taking their proper meal and rest breaks and he observed them eating while they were working. Mr. Oliveros also did not observe any of his co-workers clocking out for meal breaks.

Based on these allegations, Shark Island Yacht Club, Patrick Allen Ramsey, Tony Anich, and Briana N. Warren are liable for civil penalties owing to Jose Oliveros and other aggrieved employees for the following violations:

1. For failure to provide duty-free first and second meal breaks, in violation of Labor Code § 512, and failure to pay premium pay for each workday that such a violation occurred, in violation of Labor Code 226.7;
2. For failure to provide duty-free 10-minute rest breaks per four hours of work, or major fraction thereof, and failure to pay premium pay for each workday that such a violation occurred in violation of Labor Code § 226.7;
3. For failure to pay for all overtime hours worked in violation of Labor Code § 1194;
4. For failure to provide accurate, written itemize wage statements, in violation of Labor Code 226 (a);
5. For failure to pay all final wages due and owing on the date of employee quit or was terminated, in violation of Labor Code §§ 201, 202, and 203;

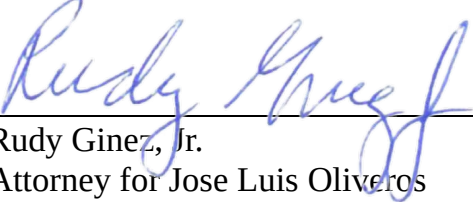
6. For civil penalties under Labor Code § 558, imposed against Patrick Allen Ramsey, Anton Anich, a.k.a. Tony Anich, and Briana N. Warren for each of the above-described Labor Code violations.

Jose Luis Oliveros requests that the LWDA investigate the above-described violations, and inform him whether it does or does not intend to investigate these claims. If you have any questions regarding these claims, please call my office.

Our firm will submit payment to LWDA for filing fees in the amount of \$75 on behalf of Jose Luis Oliveros.

Very truly yours,

GINEZ, STEINMETZ & ASSOCIATES



Rudy Ginez, Jr.
Attorney for Jose Luis Oliveros

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature ☒ Adult Signature ☐ Agent ☐ Addressee	
1. Article Addressed to: Shark Island Yacht Club d.b.a. Newport Beach Yacht Club 1099 Bayside Dr. Newport Beach, CA 92660		B. Received by (Printed Name) C. Date of Delivery	
2. Article Number (Transfer from service label) 7020 1290 0002 3122 2944		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
3. Service Type ☒ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
Barcode: 9590 9402 4566 8278 7432 13		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature ☒ Adult Signature ☐ Agent ☐ Addressee	
1. Article Addressed to: Patrick Allen Ramsey 401 Ocampo Dr. Pacific Palisades, CA 90272		B. Received by (Printed Name) C. Date of Delivery	
2. Article Number (Transfer from service label) 7020 1290 0002 3122 2951		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
3. Service Type ☒ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
Barcode: 9590 9402 4566 8278 7432 06		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature ☐ Agent ☒ Addressee	
1. Article Addressed to: <u>Anton Anich a.k.a.</u> <u>Tony Anich</u> <u>C/O Shark Island Yacht Club</u> <u>d.b.a. Newport Beach Yacht Club</u> <u>1099 Bayside Dr.</u> <u>Newport Beach, CA 92660</u>  9590 9402 4566 8278 7431 90		B. Received by (Printed Name) C. Date of Delivery	
2. Article Number (Transfer from service label) 7020 1290 0002 3122 2968		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature ☐ Agent ☒ Addressee	
1. Article Addressed to: <u>Briana N. Warren</u> <u>C/O Shark Island Yacht Club</u> <u>d.b.a. Newport Beach Yacht Club</u> <u>1099 Bayside Dr.</u> <u>Newport Beach, CA 92660</u>  9590 9402 4566 8278 7432 51		B. Received by (Printed Name) C. Date of Delivery	
2. Article Number (Transfer from service label) 7020 1290 0002 3122 2975		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

EXHIBIT 6

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-837963-21
Plaintiff for PAGA Case: Jose Luis Oliveros
Filer/Attorney for PAGA Case: Rudolfo Ginez, Jr.
Law Firm for PAGA Plaintiff: Ginez, Steinmetz & Associates
Employer: Shark Island Yacht Club d.b.a. Newport Beach Yacht Club
Date Case Received:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: Superior Court of California County of Orange Central Justice Center
PAGA Court Case Number: 30-2021-01210803-CU-OE-CJC
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Additional Document Submitted with Proposed Settlement on 12/04/2023 02:41:49 PM by Rudolfo Ginez	AMENDS~1.PDF	12/4/2023 10:42 PM	Proposed Settlement
Court Complaint Submitted on 07/13/2022 05:10:44 PM by Rudolfo Ginez	Filed First Amended Complaint.pdf	7/14/2022 12:10 AM	Court Complaint
PAGA Notice Submitted on 07/14/2021 04:26:50 PM by Rudolfo Ginez, jr.	PAGA Ltr. 1 Jose Luis Oliveros.pdf	7/14/2021 11:27 PM	PAGA Notice
Proposed Settlement Submitted on 12/04/2023 02:41:49 PM by Rudolfo Ginez	SJSTIP.pdf	12/4/2023 10:41 PM	Proposed Settlement

EXHIBIT 7

Rudy Ginez, Jr., SBN 084978
GINEZ, STEINMETZ & ASSOCIATES
926 North Flower Street
Santa Ana, CA 92703
Tel: (714) 541-2251
Fax: (714) 541-5807
Email: ginez@sbcglobal.net

Attorney for Plaintiff, JOSE LUIS OLIVEROS

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

JOSE LUIS OLIVEROS,

Plaintiff,

vs.

SHARK ISLAND YACHT CLUB, a
California Non-Profit Corporation, d.b.a.
NEWPORT BEACH YACHT CLUB,
PATRICK ALLEN RAMSEY, ANTON
ANICH, BRIANA N. WARREN, and DOES
1 through 5,

Defendants.

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

**FIRST AMENDED COMPLAINT FOR
DAMAGES, PENALTIES, AND
RESTITUTION**

1. Failure to Provide Meal Periods
2. Failure to Provide Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Provide Accurate Wage
Statements
5. Failure to Pay All Final Wages
6. Failure to Permit Inspection of Records
7. Unlawful Business Practices
8. Civil Penalties for Violation of Labor Code
§2698, et seq. (PAGA)
9. Personal Liability Under Labor Code § 558.1

1 Plaintiff, Jose Luis Oliveros, alleges:

2 **PARTIES AND COMMON ALLEGATIONS**

3 1. Plaintiff, Jose Luis Oliveros, (“Plaintiff” or “Oliveros”) is an adult individual.

4 2. Plaintiff does not know the true names and capacities of defendants sued herein as
5 Does 1 through 5, inclusive, and therefore sue these defendants by such fictitious names. Plaintiff
6 will seek leave of court to amend this complaint to allege their true names and capacities when
7 ascertained. Plaintiff is informed and believes and thereon alleges that each fictitiously named
8 defendant is legally responsible for the unlawful acts and omissions herein alleged and are directly
9 or indirectly liable for the loss of wages and other damages suffered by Plaintiff.
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11 3. Defendant, Shark Island Yacht Club d.b.a Newport Beach Yacht Club (“SIYC”) is,
12 and at all time relevant herein was, a non-profit corporation organized and existing under the laws of
13 the State of California with its principal place of business located at 1099 Bayside Drive, Newport
14 Beach, CA 92660.
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16 4. Plaintiff is informed and believes and thereon alleges that at all time relevant herein,
17 defendant, Patrick Allen Ramsey (“Ramsey”) is and was the Chief Executive Officer, that
18 defendant, Anton Anich (“Anich”) is and was the General Manager, and that defendant, Briana N.
19 Warren (“Warren”) is and was the Banquet Director for SIYC.
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21 5. At all times relevant herein, defendants, Ramsey, Anich, Warren and Does 1 through
22 5, operated, managed, controlled, and engaged in the restaurant business where it prepared and sold
23 food and beverages to Newport Beach Yacht Club and Shark Island Yacht Club members and their
24 guests for consumption at the facility commonly known as the Newport Beach Yacht Club located at
25 1099 Bayside Drive, Newport Beach, CA 92660. SIYC provided yacht club members and their
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1 guests with meals and drinks for lunch, dinner, and full-service banquets, and lounge to enjoy live
2 entertainment.

3 6. Plaintiff is informed and believes and thereon alleges that defendant Ramsey
4 exercised financial and operation control of SIYC and its restaurant and lounge, and that defendants
5 Ramsey, Anich, Warren, and Does 1 through 5 formulated policies concerning the employment
6 practices, had ultimate authority and made final decisions regarding all SIYC employees, including
7 their hiring, job duties, wage rates, work schedules, hours worked, recordkeeping, payroll practices,
8 payroll taxes and all other terms and conditions of employment. At all times relevant herein
9 defendants Anich, Warren, and Does 1 through 5, were the agents of defendant SIYC, and in doing
10 the acts and omissions herein alleged were acting within the course and scope of their agency and
11 employment and with the advanced knowledge, consent or subsequent ratification of defendant
12 Ramsey.
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14 7. Oliveros worked as a full-time, nonexempt employee for defendant SIYC from about
15 June 1, 2017, through about March 11, 2020, and from about August 11, 2020, through about March
16 25, 2021. Oliveros worked as a cook preparing meals for lunch, dinner, and banquets. Oliveros
17 worked five to six days per week, approximately 9 to 14 hours per day, and approximately 54 to 65
18 hours per week. Oliveros was paid \$18 per hour from the start of his employment in June 2017
19 through about December 2019, and \$19 per hour from about January 2020 through the end of his
20 employment about March 25, 2021.
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22 8. Oliveros suffered a work-related injury which required surgery on March 26, 2021.
23 Oliveros was terminated shortly thereafter on or about March 27, 2021, because he was unable to
24 return to work due to his work-related injury.
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9. Industrial Welfare Commission Wage Order No. 5-2001, (“IWC Order 5”) which regulates the wages, hours and working conditions of employees working in the “Public Housekeeping Industry” is applicable to and controls Plaintiff’s employment with SIYC.

FIRST CAUSE OF ACTION

Against SIYC and Does 1-5 for Failure to Provide Meal Periods

10. Oliveros realleges and incorporates by reference all allegations set forth in paragraphs 1 through 9 of this complaint.

11. Labor Code § 512 (a) and § 11 (A) of IWC Order 5 provide in part, that an employer may not employ an employee for a work period of more than five hours without providing a meal period of not less than 30 minutes, and may not employ an employee for a work period of more than ten hours per day without providing a second meal period of not less than 30 minutes. Labor Code § 226.7 (b) in part provides that an employer shall not require an employee to work during a meal period mandated pursuant to an applicable IWC Wage Order.

12. Labor Code § 226.7 (c) and § 11 (B) of IWC Order 5 provide that if an employer fails to provide an employee a meal period in accordance with state law or IWC Order, the employer shall pay the employee an additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

13. During Oliveros' employment from about July 16, 2018 through about March 11, 2020, and from about August 11, 2020 through March 25, 2021, Defendants SIYC and Does 1 through 5, did not provide Oliveros with first or second 30-minute "duty-free" meal periods for approximately 595 days, and did not pay Oliveros the additional one hour of pay for each workday the meal periods were not provided. Therefore, Oliveros requests payment of premium wages for meal period violations in the amount of approximately \$10,710 calculated as follows: 595 workdays

1 x \$18/hr. = \$10,710 This is a reasonable estimate. Oliveros will amend this complaint to set forth a
2 more accurate amount of his damages after Defendants provide him with copies of his time and
3 payroll records to review.

4 14. Oliveros request prejudgment interest at the rate of 10 percent per annum on all
5 unpaid meal period premium wages from the date such wages were due pursuant to Labor Code §
6 218.6 and Civil Code §§ 3287 (a) and 3289 (b).
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8 **SECOND CAUSE OF ACTION**

9 **Against SIYC and Does 1-5 for Failure to Provide Rest Periods**

10 15. Oliveros realleges and incorporates by reference all allegations set forth in paragraphs
11 1 through 9 of this complaint.

12 16. Section 12 (A) of IWC Order 5 provides that every employer shall authorized and
13 permit all employees to take rest periods at a rate of ten (10) minutes net rest time per four (4) hours or
14 major fraction thereof. Labor Code § 226.7 (b) provides that an employer shall not require an
15 employee to work during a rest period mandated pursuant to an applicable IWC Order.
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17 17. Labor Code § 226.7 (c) and § 12 (B) of IWC Order 5 provide that if an employer fails
18 to provide an employee a rest period in accordance with an applicable IWC Wage Order, the employer
19 shall pay the employee one additional hour of pay at the employee's regular rate of compensation for
20 each workday that the rest period is not provided.
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22 18. During Oliveros' employment from about July 16, 2018 through about March 11,
23 2020, and from about August 11, 2020 through March 25, 2021, Defendants SIYC and Does 1
24 through 5, did not provide Oliveros with his required rest periods for approximately 595 workdays,
25 and did not pay Oliveros the additional one hour of pay for each workday the rest periods were not
26 provided. Therefore, Oliveros requests payment of premium wages for rest period violations in the
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1 amount of approximately \$10,710 calculated as follows: 595 workdays x \$18/hr. = \$10,710. This is
2 a reasonable estimate. Oliveros will amend this complaint to set forth a more accurate amount of his
3 damages after Defendants provide him with copies of his time and payroll records to review.

4 19. Oliveros request prejudgment interest at the rate of 10 percent per annum on all
5 unpaid rest period premium wages from the date such wages were due pursuant to Labor Code §
6 218.6 and Civil Code §§ 3287 (a) and 3289 (b).

8 **THIRD CAUSE OF ACTION**

9 **Against SIYC and Does 1-5 for Failure to Pay Overtime Wages**

10 20. Oliveros realleges and incorporates by reference all allegations set forth in paragraphs
11 1 through 9 of this complaint.

12 21. Labor Code § 510 and § 3 (A) of IWC Order 5 provide in pertinent part that any
13 employee who works more than 8 and up to 12 hours in one workday, and more than 40 hours in one
14 workweek, and who work the first 8 hours on the seventh consecutive day of work in a workweek,
15 shall be paid one and one-half (1 1/2) times the employee's regular rate of pay. In addition, any
16 employee who works more than 12 hours in one workday, and who works more than 8 hours on the
17 seventh consecutive day of work in a workweek shall be compensated at the rate of no less than twice
18 the employee's regular rate of pay.

19 22. During Oliveros' employment from about July 16, 2018 through about March 11,
20 2020, and from about August 11, 2020 through March 25, 2021, Defendants SIYC and Does 1
21 through 5, did not, pay Oliveros for all overtime hours worked and for 119 workweeks he worked
22 worked approximately 2 and 1/2 overtime hours per week for which he was not paid. Over this period,
23 Oliveros' average hourly rate was approximately \$18 per hour. Therefore, Oliveros requests overtime
24 compensation in the amount of \$8,032.50, calculated as follows: (119 workweeks x 2.5 hrs. = 297.5
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1 OT hours x \$27/ hr. = \$8,032.50. This is a reasonable estimate. Oliveros will amend this complaint to
2 set forth a more accurate amount of his damages after Defendants provide him with copies of his time
3 and payroll records to review.

4 23. Oliveros requests prejudgment interest at the legal rate of 10 percent per annum on
5 all unpaid overtime wages from the date such wages were due pursuant to Labor Code § 1194 (a).
6

7 24. Oliveros has incurred and will continue to incur expenses for attorneys' fees and
8 costs in prosecuting this action. Plaintiff requests an award of reasonable attorneys' fees and costs
9 pursuant to Labor Code § 1194 (a).

10 **FOURTH CAUSE OF ACTION**

11 **Against SIYC and Does 1-5 for Failure to Provide Accurate Wage Statements**

12 25. Oliveros realleges and incorporates by reference all allegations set forth in paragraphs
13 1 through 9, 11 through 13, 16 through 18, and 21 through 22 of this complaint.
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15 26. Labor Code § 226 (a) requires that every employer furnish its employees an accurate
16 itemized wage statement showing the following: gross and net wages earned; total hours worked; all
17 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
18 at each rate; the inclusive dates of the period for which the employee is paid; all deductions and the
19 name and address of the employer. These itemized wage statements are required to given each pay
20 period and are required to be kept on file by the employer for at least three years at the place of
21 employment.
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23 27. For a one year period immediately preceding the filing of this lawsuit, July 16, 2020
24 through March 25, 2021, and in violation of Labor Code § 226 (a), Defendants knowingly and
25 intentionally failed to provide Oliveros with accurate written itemized statements for approximately 15
26 pay periods showing the following: inclusive dates of the pay period; total hours worked; gross wages
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1 earned; net wages earned; and all applicable hourly rates in effect during the pay period and the
2 corresponding number of hours worked at each hourly rates. These violations occurred because
3 Defendants did not pay, and include on Oliveros' wage statements all overtime wages and meal and
4 rest period premium wages earned.

5 28. As a result of Defendants' knowing and intentional failure to provide Oliveros with
6 accurate written itemized wage statements as required by Labor Code § 226 (a), Oliveros could not
7 promptly and easily determine his gross and net wages earned and he thereby suffered injury.
8 Therefore, pursuant to Labor Code § 226 (e), Oliveros is entitled to, and requests penalties of
9 \$50.00, per pay period, for the initial violation and \$100.00 for each subsequent violation, per pay
10 period, not exceeding an aggregate penalty of \$4,000. Oliveros requests penalties in the amount of
11 \$1,450 for 15 pay statement violations calculated as follows: (1 pay period x \$50.00 = \$50) + (14
12 pay periods x \$1,400 = \$1,450).

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15 29. Oliveros has incurred and will continue to incur expenses for attorney's fees and costs
16 in prosecuting Defendants for violation of Labor Code § 226 (a). Pursuant to Labor Code § 226 (e),
17 Oliveros is entitled to and requests an award of reasonable attorney's fees and costs.

18 **FIFTH CAUSE OF ACTION**

19 **Against SIYC and Does 1-5 for Failure to Pay All Final Wages**

20 30 Oliveros realleges and incorporates by reference all allegations set forth in paragraphs
21 1 through 9, 11 through 13, 16 through 18, and 21 through 22 of this complaint.

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23 31. Labor Code § 201 (a) in part, states that if an employer discharges an employee, the
24 wages earned and unpaid at the time of discharge are due and payable immediately.

25 32 Labor Code § 202 (a) in part, states that if an employee quits his or her employment,
26 his or her wages are due and payable not later than 72 hours thereafter, unless the employee has given
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1 72 hours advance notice of his or her intention to quit, in which case, wage are due and payable at
2 time of quitting.

3 33. Labor Code § 203 in part, states that if an employer willfully fails to pay any wages of
4 an employee who is discharged or who quits, the wages of the employee shall continue as a penalty
5 from the due date at the same rate until paid, but not more than 30 days.

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7 34. Oliveros is informed and believes and thereon alleges that Defendants knew or should
8 have known that California law requires employers to promptly pay all wages due an employee,
9 including premium wages for overtime work and noncompliant meal and rest periods, at the time their
10 employment was terminated. Despite having such knowledge and financial ability to pay such wages,
11 Defendants intentionally and willfully refused and failed to pay Oliveros such wages on the date he
12 was terminated.

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14 35. Defendants willfully failed to pay Oliveros all wages due immediately upon the
15 termination of his employment as required by Labor Code §§ 201 and 202. Labor Code § 203 states
16 that an employee's wages shall continue as a penalty at the same rate until paid or for a period of up to
17 30 days from the time they were due, whichever period is shorter. Pursuant to Labor Code § 203,
18 Oliveros is entitled to and requests a waiting time penalty in the amount of \$3,630.00, calculated as
19 follows (8 hrs. x \$18= \$144) + (2 .5 OT hrs. x \$27 = \$67.50) = \$211.50 x 30 days = \$6,345.

20 **SIXTH CAUSE OF ACTION**

21 **Against SIYC and Does 1-5 for Failure to Permit**

22 **Inspection of Records**

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24 36. Oliveros realleges and incorporates by reference the allegations set forth
25 in paragraphs 1 through 9 of this complaint.

1 37. Labor Code § 226 and § 7 of IWC Order 5 requires an employer to permit a current or
2 former employee to inspection and obtain copies of their time and payroll records no later than 21
3 days from the date of the request. Labor Code § 226 (f) states that the failure of an employer to permit
4 an employee to inspect or copy records within the 21-day period entitles the employee to recover a
5 \$750 penalty from the employer.
6

7 38 On June 21, 2021, Oliveros' attorney mailed a certified letter to defendant SIYC
8 requesting a date to inspect and copy Oliveros' time and payroll records. On July 9, 2021, defendants,
9 SIYC, Anich, and Warren refused to allow Oliveros' attorney to inspect and obtain copies of
10 Oliveros' records within such 21- day period.

11 39. Oliveros is entitled to and requests a penalty of \$750.00 as a result of Defendants'
12 failure to permit timely inspection and copying of his time and payroll records.
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14 **SEVENTH CAUSE OF ACTION**

15 **Against SIYC and Does 1-5 for Unlawful Business Practices**

16 40. Oliveros realleges and incorporates by reference all allegations set forth in paragraphs
17 1 through 9, 11 through 13, 16 through 18, and 21 through 22 of this complaint.

18 41. Section 17200 of the California Business and Professions Code, California's Unfair
19 Competition Law, prohibits unfair competition by prohibiting any unlawful or unfair business acts or
20 practices. A violation of the wage and hour provisions of the California Labor Code, Wage Orders and
21 Regulations constitute an unlawful business practice in violation of § 17200 of the California Business
22 and Professions Code.
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24 42. During the four-year period immediately preceding the filing of this lawsuit, or from
25 July 16, 2017 through March 11, 2020, and from about August 11, 2020 through March 25, 2021,
26 Defendants did not regularly provide Oliveros with lawful meal periods for approximately 855
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1 workdays, in violation of Labor Code § 226.7 and § 11 of IWC Order 5. Therefore, Oliveros is
2 entitled to and requests restitution in the amount of \$15,390 for his unlawfully withheld meal period
3 premium wages, calculated as follows: 855 workdays x \$18/hr. = \$15,390.

4 43. During the four-year period immediately preceding the filing of this lawsuit, or from
5 July 16, 2017 through March 11, 2020, and from about August 11, 2020 through March 25, 2021,
6 Defendants did not regularly provide Oliveros with lawful rest periods for approximately 855
7 workdays, in violation of Labor Code § 226.7 and § 12 of IWC Order 5. Therefore, Oliveros is
8 entitled to and requests restitution in the amount of \$15,390 for his unlawfully withheld rest period
9 premium wages, calculated as follows: 855 workdays x \$18/hr. = \$15,390.

10 44. During the four-year period immediately preceding the filing of this lawsuit, or from
11 July 16, 2017 through March 11, 2020, and from about August 11, 2020 through March 25, 2021,
12 Defendants required Oliveros to work, and Oliveros did work a total of 427.5 overtime hours without
13 being paid the legal overtime compensation in violation of Labor Code § 510 and § 3 (A) of IWC
14 Order 5. Therefore, Oliveros is entitled to and requests restitution in the amount of \$11,542.50 for his
15 unlawfully withheld overtime wages, calculated as follows: 427.5 hrs. x \$27/hr. = \$11,542.50

16 45. Pursuant to Business and Professions Code § 17203, Oliveros seeks restitution in the
17 total amount of amount sum of \$42,322.50 for such unlawfully withheld overtime compensation,
18 and meal and rest period premium wages.

19 46 Pursuant to Business and Professions Code §17203, Labor Code §§ 218.6, and 1194,
20 and Civil Code § 3289 (b), Oliveros requests prejudgment interest, at the legal rate of 10 percent per
21 annum, on all unpaid premium wages from the date such wages were due.
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1 **EIGHTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE § 2698 et seq. (PAGA)**

3 47. Oliveros realleges and incorporates by reference all allegations set forth in paragraphs
4 1through 9, 11 through 13, 16 through 18, 21, 22, 26, 27, 31 through 34, 37 and 38 of this complaint.

5 48. Oliveros is an aggrieved employee as defined in Labor Code § 2699 (c) in that he
6 was employed by SIYC, the alleged violator, and suffered harm and damage as a result of
7 Defendants' violations of Labor Code §§ 201, 202, 203, 226 (a), 226.7, 510, 558, 558.1, 512, and
8 1194, as alleged in the PAGA and this complaint.
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10 49. On July 14, 2021, in compliance with Labor Code § 2699.3, Oliveros provided
11 written notice by online filing with the Labor and Workforce Development Agency and by certified
12 mail to defendants, Shark Island Yacht Club, d.b.a. Newport Beach Yacht Club, Patrick Allen
13 Ramsey, Anton Anich, a.k.a. Tony Anich, and Briana N. Warren, of the specific provisions of the
14 Labor Code that were violated, including the facts and theories supporting the alleged violations.
15 Attached hereto as Exhibit 1, is a true and correct copy of the written notice, including the
16 acknowledgements of receipt.
17

18 50. More than 60 days past since Oliveros filed and mailed his notices of labor code
19 violations to the Labor and Workforce Development Agency and to Shark Island Yacht Club, d.b.a.
20 Newport Beach Yacht Club, Patrick Allen Ramsey, Anton Anich, a.k.a. Tony Anich, and Briana N.
21 Warren. Oliveros has not received any timely notice from The Labor and Workforce Development
22 Agency concerning its intention to investigate or not to investigate the alleged violations.
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24 51. Pursuant to the Labor Code § 2698 et seq., Oliveros, on behalf of himself and other
25 current or former aggrieved employees, seeks recovery of civil penalties against Shark Island Yacht
26 Club, d.b.a. Newport Beach Yacht Club, Patrick Allen Ramsey, Anton Anich, a.k.a. Tony Anich,
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1 and Briana N. Warren for violation of the following labor code statutes which fall under the
2 provisions of the Labor Code Private Attorneys General Act of 2004 (Labor Code 2698 et seq.
3 “PAGA”) and are listed in Labor Code § 2699.5: Labor Code §§ 201, 202, 203, 226 (a), 226.7, 558,
4 558.1, 512, and 1194.

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6 52. As the prevailing party in a claim for PAGA civil penalties, Oliveros requests an award
7 of reasonable attorney fees and costs pursuant to Labor Code § 2699 (g) (1).

8 **NINTH CAUSE OF ACTION**

9 **Against Ramsey, Anish, Warren and Does 1-5 for Personal**

10 **Liability Under Labor Code § 558.1**

11 53. Oliveros realleges and incorporates by reference all allegations set forth in
12 paragraphs 1 through 9, 11 through 14, 16 through 19, 21 through 24, 26 through 29, 31 through 35,
13 and 37 through 39 of this complaint.
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15 54. At all times relevant herein, defendants Ramsey, Anish, Warren, and Does 1 through
16 5, were persons acting on behalf of defendant SIYC, the employer for Oliveros.

17 55. At all times relevant herein, defendants Ramsey, Anish, Warren, and Does 1 through
18 5 controlled the wages, hours, and working conditions of Oliveros, and violated, or caused to be
19 violated Labor Code §§ 203, 226, 226.7, 510, and §§ 3 (A), 11 (A), (B), 12 (A), (B) of IWC Wage
20 Order No. 5. Therefore, Oliveros requests that defendants Ramsey, Anish, Warren, and Does 1
21 through 5, be held liable for the violations alleged in this complaint in the first, second, third, fourth,
22 fifth, and sixth causes of action.
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24 **PRAYER FOR RELIEF**

25 **WHEREFORE**, Plaintiff Jose Luis Oliveros prays for judgment against Defendants, jointly
26 and severally, as follows:
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1. First Cause of Action for Meal Period Violations

a) For meal period premium wages in the amount of \$10,710, including prejudgment interest at 10% percent per annum from the date such wages became due;

2. Second Cause of Action for Rest Period Violations

b) For rest period premium wages in the amount of \$10,710, including prejudgment interest at 10% percent per annum from the date such wages became due;

3. Third Cause of Action for Overtime Compensation

a) For overtime wages in the amount of \$8,032.50 including prejudgment interest at 10% percent per annum from the date such wages became due;

4. Fourth Cause of Action for Failure to Provide Accurate Wage Statements

a) For penalties in the amount of \$1,450, including an award of reasonable attorney's fees and costs;

5. Fifth Cause of Action for Failure to Pay All Final Wages

a) For penalties in the amount of \$6,345 including an award of reasonable attorney's fees and costs;

6. Sixth Cause of Action for Failure to Permit Inspection of Records

a) For penalties in the amount of \$750;

7. Seventh Cause of Action for Unlawful Business Practices

a) For restitution of unpaid wages in the amount of \$42,322.50 including prejudgment interest at 10% percent per annum from the date such wages became due;

8. Eighth Cause of Action for PAGA Penalties

1 a) For Plaintiffs and all aggrieved employees, civil penalties in an amount according
2 to proof.

3 9. Ninth Cause of Action for Liability under Labor Code § 558.1

4 a) For Judgment in favor of Jose Luis Oliveros against defendants Patrick Allen
5 Ramsey, Anton Anich, and Briana N. Warren for violating, or causing to be violated
6 various labor code statutes and regulations; and,
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8 10. For costs of suit incurred by Plaintiff and for such other and further relief as the
9 Court deems just and proper.

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12 **GINEZ, STEINMETZ & ASSOCIATES**

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15 Dated: 9/27/2021

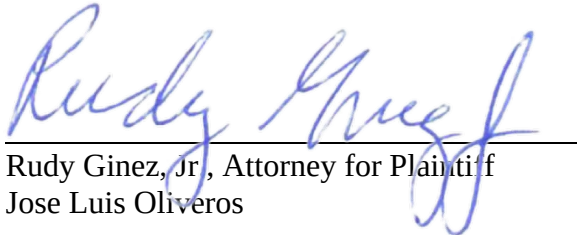
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17 _____
18 Rudy Ginez, Jr, Attorney for Plaintiff
19 Jose Luis Oliveros
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EXHIBIT 8

OLIVEROS vs. SIYC
Costs and Expenses Incurred
Case No.: 30-2021-01210803-CU-OE-CJC

Date	Type	Client	Memo	Amount	Status
06/22/2021	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Request for Personnel, Time and Pay Records	7.00	open
07/15/2021	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	PAGA Claim Notice by Cert. Mail, Ramsey, Anich, Warren	28.00	open
07/16/2021	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	PAGA Claim Filing Fee	75.00	open
07/26/2021	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Invoice 13094760 Efiling Fee	12.00	open
07/26/2021	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Invoice 13094760 Summons Court Cost/Tech Access Fee	2.25	open
07/26/2021	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Invoice 13091605 Efiling Fee	12.00	open
07/26/2021	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Invoice 13091605 Complaint Court Cost/Tech Access Fee	437.25	open
10/04/2021	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Court Cost/Tech Access Fee	2.25	open
11/22/2021	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Service of Process	120.00	open
12/23/2021	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Service of Process FAC	295.00	open
01/10/2022	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Invoice #13429881 Efiling fee	12.00	open
01/10/2022	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Invoice #13427279 Efiling fee	12.00	open
01/19/2022	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Invoice #13437253 Efiling Fees	12.00	open
04/11/2022	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Court Cost/Tech Access Fee	2.25	open
04/11/2022	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Invoice 13629254 Court Cost/ Tech Access Fee Motion Fee	180.00	open
07/25/2022	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Invoice 13862937 Court Cost/Tech Access Fee	12.50	open
09/27/2022	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Efiling Fee	12.50	open
09/27/2022	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Court Cost/Tech Access Fee	2.25	open
09/27/2022	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Motion to Compel Production	120.00	open
01/05/2023	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Invoice 16631 Oliveros vs. SIYC Belaire Notice	465.08	open
01/09/2023	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Efiling Fees	12.50	open
01/09/2023	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Court Cost/Tech Access Fee	2.25	open

OLIVEROS vs. SIYC
Costs and Expenses Incurred
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01/09/2023	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Invoice 14238163 Court Cost/Tech Access Fee, 1st. App. Fees Ramsey	870.00	open
02/27/2023	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Efiling Fee	12.95	open
02/27/2023	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Court Cost/Tech Access Fee	2.25	open
02/27/2023	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Invoice 14358503 Court Cost/Tech Access Fee	20.00	open
04/24/2023	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Efiling Fees	12.95	open
04/24/2023	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Invoice 14500003 Court Cost/Tech Access Fee	2.25	open
04/24/2023	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Efiling Fee	12.95	open
04/24/2023	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Invoice 14500007 Court Cost/Tech Access Fee	2.25	open
05/11/2023	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Copy of Minute Order	1.00	open
05/15/2023	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Efiling w	12.95	open
05/15/2023	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Invoice 14550089 Court Cost/Tech Access Fee	2.25	open
07/03/2023	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	E-filing Fee	12.95	open
07/03/2023	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Invoice 14677087 Court Cost/Tech Access Fee	2.25	open
07/10/2023	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	E-filing fee	12.95	open
07/10/2023	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Invoice 14683315 Court Cost/Tech Access Fee	2.25	open
08/07/2023	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Efiling Fee	12.95	open
08/07/2023	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Invoice 14751529 Court Cost/Tech Access Fee	2.25	open
11/22/2023	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Translation of Decl. of Oliveros	280.00	open
12/4/2023	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Court Cost/Tech Access Fee	60.00	open
12/4/2023	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	E-filing fee	12.95	open
2/6/2024	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Invoice 15276411 Civil Complex Fees	1,000.00	open

OLIVEROS vs. SIYC
Costs and Expenses Incurred
Case No.: 30-2021-01210803-CU-OE-CJC

2/6/2024	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Court Cost/Tech Access Fee	2.25	open
2/6/2024	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	E-filing Fee	14.95	open
5/6/2024	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Invoice 15568705 Court Cost/Tech Access Fee. Filing of Supplemental Decl.	2.25	open
5/6/2024	Billable Expense Charge	Jose Oliveros vs. Shark Island Yacht Club	Efiling Fee	14.95	open

TOTAL 4,220.83

EXHIBIT 9

Jose Luis Oliveros vs. Shark Iland Yacht Club

Time and Billing Statement

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Date	Description	Time	Rate	Total
6/18/2021	Initial consultation, provided information, gathered information from client, and signed retainer agreement	1.3	\$650.00	\$845.00
6/21/2021	Drafted and mailed to SIYC requests for personnel file, time, and payroll records, and to preserve evidence.	0.6	\$650.00	\$390.00
7/14/2021	Prepared, filed and served PAGA Notice to LWDA and defendants	0.8	\$650.00	\$520.00
7/14/2021	Drafted complaint	3.8	\$650.00	\$2,470.00
7/15/2021	Met with client to review and finalize complaint	0.4	\$650.00	\$260.00
7/16/2021	Filing of summons and complaint	0.2	\$650.00	\$130.00
7/19/2021	Received and received court's notice of hearing	0.1	\$650.00	\$65.00
9/14/2022	Drafted email to Payam re discovery issues and employee contact information and time and payroll data in native format	1.6	\$650.00	\$1,040.00
9/27/2021	Prepared and filed first amended complaint	1.5	\$650.00	\$975.00
9/29/2021	t/c with M. Sgnilek of O'Hagan Meyer re service of process on defendants	0.2	\$650.00	\$130.00
9/29/2021	Reviewed email from M. Sgnilek re service of process on defendants	0.1	\$650.00	\$65.00
9/30/2021	Drafted email to M. Sgnilek with attachments oversight, summons, first amended complaint, ADR packet, notice of hearing, notice of acknowledgment of receipt for SIYC, and Ramsey	0.2	\$650.00	\$130.00
10/1/2021	Traveled to SIYC to inspect and copy Plaintiff's time and payroll records. Defendant refused to provide documents	1.0	\$650.00	\$650.00
10/5/2021	Emailed M. Sgnilek re: atty. Rep. for Anich and Warren	0.1	\$650.00	\$65.00
10/21/2021	Email to M. Sgnilek re: service of process, summons and complaint, and acknowledgment of receipt	0.3	\$650.00	\$195.00

Jose Luis Oliveros vs. Shark Iland Yacht Club

Time and Billing Statement

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

10/21/2021	emails exchange with M. Sgnilek re representation of co-defendants and extension to 10/29/21 service of process on co-defendants	0.1	\$650.00	\$65.00
10/29/2021	recd email re extension to 11/5/21 re NAR on co-defendants	0.1	\$650.00	\$65.00
11/4/2021	recd email from M. Sgnileck re NAR on co-defendants	0.1	\$650.00	\$65.00
11/18/2021	Received email from M. Sgnilek confirming representation of co-defendants	0.1	\$650.00	\$65.00
11/19/2021	Received and reviewed answer of SIYC, Anich, and Warren to first amended	0.3	\$650.00	\$195.00
12/14/2021	Drafted and served SIYC with Inspection Demand Set One	1.4	\$650.00	\$910.00
12/15/2021	Email to defense counsel re CMC of 1/25/21 and request to meet and confer	0.1	\$650.00	\$65.00
12/16/2021	Drafted and served SIYC with Inspection Demand Set One (corrected)	0.1	\$650.00	\$65.00
12/16/2021	Drafted and served SIYC with Inspection Demand Set Two	0.5	\$650.00	\$325.00
12/16/2021	Email to C. Robison re: withdrawl of discovery due to error and serving with new set of ID Set 1 and 2	0.1	\$650.00	\$65.00
12/17/2021	Emailed C. Robison requesting to meet and confer re CMC set for 1/25/22	0.1	\$650.00	\$65.00
12/17/2021	Drafted and served SIYC with Special Interrogatories Set One	2.4	\$650.00	\$1,560.00
1/5/2022	Emails exchanged with defense counsel to schedule telephonic meet and confer on 1/6/21 for CMC of 1/25/2022	0.1	\$650.00	\$65.00
1/6/2022	Email to defense counsel confirming issues discussed in preparation for CMC on 1/25/22	0.3	\$650.00	\$195.00
1/6/2022	Telephonic meet and confer with defense counsel re CMC on 1/25/22.	0.6	\$650.00	\$390.00
1/6/2022	Drafted Belaire notice	0.8	\$650.00	\$520.00
1/7/2022	Drafted, filed CMC statement	0.5	\$650.00	\$325.00
1/7/2022	Emailed C. Robison the CMC statement	0.1	\$650.00	\$65.00

Jose Luis Oliveros vs. Shark Iland Yacht Club

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1/7/2022	Emailed C. Robison draft of belaire opt-out notice	0.1	\$650.00	\$65.00
1/25/2021	Remote CMC hearing with court setting settlment conf on 3/3/23 and trial on 4/3/23	0.7	\$650.00	\$455.00
1/22/2022	Drafted email to defense counsel re agreement to set aside default, discovery, and extension to respond to discovery	0.3	\$650.00	\$195.00
1/25/2022	Email to defense counsel re: CMC and court setting trial on 4/3/23 and settlement conference on 3/3/23	0.1	\$650.00	\$65.00
2/9/2022	Telephonic meet and confer with Payam re discovery issues- employee contact information, production of time and payroll data in native format	0.5	\$650.00	\$325.00
2/11/2022	Reviewed email from S. Aghnami re setting aside the default of Ramsey	0.1	\$650.00	\$65.00
2/14/2022	Telephonic meet and confer with Payam re discovery issues- employee contact information, production of time and payroll data in native format	0.3	\$650.00	\$195.00
2/16/2022	Drafted email to defense counsel re agreement to set aside Ramsey's default, inspection demands sets 1 and 2, Belaire notice	0.5	\$650.00	\$325.00
2/24/2022	Reviewed email regarding SIYC's discovery responses and check	0.1	\$650.00	\$65.00
3/21/2022	Drafted Plaintiff's motion to compel answers to special interrogatories set one; memorandum of points and authorities, proposed order	2.0	\$650.00	\$1,300.00
3/21/2022	Drafted Ginez declaration ISO of Plaintiff's motion to compel answers to special interrogatories set one	1.5	\$650.00	\$975.00
3/22/2022	Drafted Plaintiff's motion to compel responses to Inspection Demand Set One, memorandum of points and authorities, proposed order	2.0	\$650.00	\$1,300.00

Jose Luis Oliveros vs. Shark Iland Yacht Club

Time and Billing Statement

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

3/22/2022	Drafted Ginez declaration ISO Plaintiff's motion to compel responses to Inspection Demand Set One	1.5	\$650.00	\$975.00
3/22/2022	Drafted Plaintiff's motion to compel responses to Inspection Demand Set Two, memorandum of points and authorities, proposed order	2.0	\$650.00	\$1,300.00
3/22/2022	Drafted Ginez ISO Plaintiff's motion to compel responses to Inspection Demand Set Two	1.5	\$650.00	\$975.00
3/22/2022	Drafted email and served counsel with motions to compel srogs, set one, inspection demand, set one and set two	0.2	\$650.00	\$130.00
3/23/2022	Email exchange with R. Wilson confirming telephone conference for 3/24/22 at 10:30 a.m.	0.1	\$650.00	\$65.00
3/24/2022	Telephonic meet and confer with R. Wilson re SIYC's failure to serve discovery responses	0.6	\$650.00	\$390.00
4/20/2022	Email exchange with R. Wilson re: defendant's continuing failure to respond to SROGS Set 1, RFPD's Set 1 and 2	0.2	\$650.00	\$130.00
5/5/2022	Email exchange with R. Wilson re: defendant's continuing failure to repsond to SROGS Set 1, RFPD's Set 1 and 2 s	0.3	\$650.00	\$195.00
5/27/2022	Email exchange with R. Wilson re: defendant's continuing failure to respond to SROGS Set 1, RFPD's Set 1 and 2	0.2	\$650.00	\$130.00
6/22/2022	Reviewed email from attorney Malakouti re more promises that SIYC will be providing responses to srogs, set 1 and RFPD's set 1 and 2	0.1	\$650.00	\$65.00
7/8/2022	Received and reviewed SIYC's response to Inspection Demand Set One	0.5	\$650.00	\$325.00
7/8/2022	Received and reviewed SIYC's response to Inspection Demand Set Two	0.2	\$650.00	\$130.00
7/8/2022	Reviewed Defendant SIYC's responses to SROGS Set One	0.8	\$650.00	\$520.00

Jose Luis Oliveros vs. Shark Iland Yacht Club

Time and Billing Statement

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7/11/2022	Drafted email to atty Robison re SIYC responses SROGS Set 1, ID Set 1 and 2, Belaire notice, protective order, production of documents	0.2	\$650.00	\$130.00
7/12/2022	Drafted email to attorneys with drafted belaire-west opt-out notice	0.1	\$650.00	\$65.00
7/15/2022	Received and reviewed email from atty Rothwell with link for donwload of SIYC's production of documents	0.3	\$650.00	\$195.00
7/19/2022	Drafted email to atty Payam re payment of discovery sanctions for srogs, set 1 and ID's set 1 and 2	0.2	\$650.00	\$130.00
7/20/2022	Reviewed email for atty Payam re agreement to withdraw discovery motions and payment of sanctions.	0.1	\$650.00	\$65.00
7/20/2022	Drafted and served Plaintiff's notice of withdrawal of motions	0.2	\$650.00	\$130.00
8/17/2022	Drafted email and meet and confer letter re further responses to SROGS 31, 32, and Demands Nos. 13,14,15,16, and 21, and compliance on Demand Nos. 4,6,9,10,23,24, and 26	8.5	\$650.00	\$5,525.00
8/18/2022	Emails exchanged with atty Payam confirming extension to 9/8/22 to file motions to compel and stipulation for protective order	0.3	\$650.00	\$195.00
8/19/2022	Telephonic meet and confer with atty Payam re ESI time and payroll data, contact information for aggrieved employees and protective order	0.6	\$650.00	\$390.00
8/19/2022	Drafted mail to atty Payam re ESI time and payroll data, contact information for aggrieved employees, and further responses to to inspection demand nos. 13,14,15,16	0.3	\$650.00	\$195.00
8/19/2022	Received and reviewed letter from O'Hagan Meyer and check of \$3,000 as sanction payment	0.1	\$650.00	\$65.00

Jose Luis Oliveros vs. Shark Iland Yacht Club

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8/24/2022	Received and reviewed SIYC FROGS General Set 1 to Plaintiff Jose Luis Oliveros	0.1	\$650.00	\$65.00
8/24/2022	Received and reviewed SIYC FROGS Employment Law Set One	0.1	\$650.00	\$65.00
8/24/2022	Received and reviewed SIYC SROGS Set One	0.2	\$650.00	\$130.00
8/24/2022	Received and reviewed SIYC RFPD'S Set One to Plaintiff Jose Luis Oliveros	0.2	\$650.00	\$130.00
8/25/2022	Drafted email to atty Payam re deficient responses to inspection demand set one and two, ESI time and payroll data for plaintiff and aggrieved employees, contact for aggrieved employees, further responses to inspection demands nos. 13,14,15,16, and stip for protective order	0.7	\$650.00	\$455.00
8/25/2022	Reviewed email from atty Payam re ESI time and payroll data, extension to 9/16/22 on motions to compel	0.1	\$650.00	\$65.00
8/26/2022	Reviewed email from atty Payam extension to plaintiff to file motions	0.1	\$650.00	\$65.00
8/26/2022	Drafted email to atty Payam re deficient responses to inspection demand set one and two, follow up on meet and confer re discovery, ESI time and payroll data for plaintiff and aggrieved employees, contact for aggrieved employees, further responses to inspection demands nos. 13,14,15,16, stip for protective order	0.3	\$650.00	\$195.00
8/30/2022	Drafted email to atty Payam re SIYC deficient responses to discovery and for extension to 9/16/22 to file motions to compel	0.2	\$650.00	\$130.00
8/30/2022	Reviewed email from atty Payam re ESI time and payroll data in PDF only, stip to Belaire notice and further response to Demand Nos. 13, 14, 15, and 16	0.2	\$650.00	\$130.00
9/6/2022	Reviewed SIYC's further responses to SROGS Set One	0.2	\$650.00	\$130.00

Jose Luis Oliveros vs. Shark Iland Yacht Club

Time and Billing Statement

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9/6/2022	Reviewed Defendant SIYC's further responses to Inspection Demand Set One	0.2	\$650.00	\$130.00
9/6/2022	Reviewed SIYC response to Inspection Demand Set Two	0.2	\$650.00	\$130.00
9/8/2022	Drafted email to atty Payam re response dated 8.30.22, electronic time and payroll data for plaintiff oliveros and for the 32 PAGA aggrieved employees	1.5	\$650.00	\$975.00
9/9/2022	Reviewed email from atty Payam re: 9.6.2022 defendants further responses to Plaintiffs' RFPD's Set 1 and 2, and SROGS Set 1	0.1	\$650.00	\$65.00
9/12/2022	Meeting with Oliveros to discuss and prepare responses to Frogs and Srogs	2.5	\$650.00	\$1,625.00
9/13/2022	Meeting with Oliveros to discuss and prepare responses to Request for Production of Documents	1.3	\$650.00	\$845.00
9/14/2022	Drafted email to Payam re: employee contact information, time and payroll data in excel format, Belaire notice, discovery, and extension	0.8	\$650.00	\$520.00
9/14/2022	Reviewed email from Payam re case law concerning payment of costs for converting data to excel format	0.2	\$650.00	\$130.00
9/14/2022	legal research re payment of cost for converting electornic data. Toshiba v. Sup.Ct. 124 CA 4th 762 (2004), SD vs. Douglas Barnhart 95 CA4th 1400 (2002)	2.3	\$650.00	\$1,495.00
9/15/2022	Draft responses to Frogs G, Frogs E	4.7	\$650.00	\$3,055.00
9/16/2022	Draft responses to Srogs	2.8	\$650.00	\$1,820.00
9/16/2022	Draft responses to Request for Documents, Set 1	2.3	\$650.00	\$1,495.00
9/16/2022	Reviewed email from Payam re proposed edits to Belaire notice	0.2	\$650.00	\$130.00
9/19/2022	Drafted Ginez Decl ISO motion to compel production of ESI time and payroll data, Inspection Demand, Set 1	2.0	\$650.00	\$1,300.00

Jose Luis Oliveros vs. Shark Iland Yacht Club

Time and Billing Statement

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9/19/2022	Drafted motion to compel production of ESI time and payroll data, Inspection Demand, Set 1, proposed order	2.0	\$650.00	\$1,300.00
9/20/2022	Drafted Ginez Decl. ISO motion to compel compliance and production of ESI time and payroll data, Inspection Demand, Set 2	2.0	\$650.00	\$1,300.00
9/20/2022	Drafted motion to compel compliance and production of ESI time and payroll data, Inspection Demand, Set 2, proposed order	2.0	\$650.00	\$1,300.00
9/20/2022	Drafted email and served counsel with motions to compel discovery re Inspection Demands, Set 1 and Set 2	0.2	\$650.00	\$130.00
9/26/2022	Meeting with Oliveros to review and sign discovery responses, Frogs, Srogs, and Doc Dmd	0.4	\$650.00	\$260.00
9/26/2022	Drafted email and served Plaintiff's responses to Frogs G, Frogs E, Srogs, Doc Dmd	0.2	\$650.00	\$130.00
9/28/2022	Final edits on Belaire notice in english and spanish	0.4	\$650.00	\$260.00
9/28/2022	Drafted Stipulation re Belaire Notice and Objection form	2.1	\$650.00	\$1,365.00
9/29/2022	T/C to CPT requesting quote for mailing of Belaire notice.	0.1	\$650.00	\$65.00
9/30/2022	Drafted email to Simpluris requesting quote for mailing Belaire notice	0.1	\$650.00	\$65.00
10/3/2022	Reviewed quote from Simpluris re Belaire notice	0.1	\$650.00	\$65.00
10/3/2022	Reviewed quote from CPT Group re Belaire notice	0.1	\$650.00	\$65.00
10/3/2022	Drafted email and transmitted to Payam CPT Quote, Stipulation regarding Belaire notice, Belaire Notice English and Spanish. Objection to Disclosure	0.6	\$650.00	\$390.00

Jose Luis Oliveros vs. Shark Iland Yacht Club

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10/11/2022	Drafted email to Payam re stipulation on belaire notice, draft of belaire notice, contact of alleged aggrieved employees, possible filing of motion to obtain discovery responses	0.4	\$650.00	\$260.00
10/18/2022	Drafted email to Payam re: SROGS Set 1, Further Responses to SROGS Set 1, stipulation reharding Belaire notice, and motion filing deadline	0.7	\$650.00	\$455.00
10/19/2022	Drafted email to Payam re meet and confer, disclosure of contact information, proposed stipulation, Belaire notice	0.1	\$650.00	\$65.00
10/19/2022	Reviewed email from Payam re Belaire notice	0.1	\$650.00	\$65.00
10/21/2022	Reviewed email from Payam stipulating to send Belaire notice	0.1	\$650.00	\$65.00
10/21/2022	Drafted email to CPT Group and counsel confirming engagement of CPT Group to send Belaire notice	0.2	\$650.00	\$130.00
10/24/2022	Reviewed email from CPT Group requesting contact information for employees in Excel format	0.1	\$650.00	\$65.00
10/24/2022	Reviewed email from CPT Group re approval of Belaire Notice documents. Belaire documents approved	0.1	\$650.00	\$65.00
11/8/2022	Reviewed email from CPT Group set 11/8/22 mailing date and 11/23/22 response deadline	0.1	\$650.00	\$65.00
12/1/2022	Drafted email to Payam re discovery motion hearing 2/9/23, pretrial conference on 3/23/23, trial on 4/3/23, discovery deadline.	0.2	\$650.00	\$130.00
12/1/2022	Reviewed email from Payam who agrees to continue trial to 8/2023	0.1	\$650.00	\$65.00
12/1/2022	Reviewed email from CPT Group with status and summary of respondents and non-respondents	0.1	\$650.00	\$65.00

Jose Luis Oliveros vs. Shark Iland Yacht Club

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12/2/2022	Reviewed email from CPT Group with a link to the report of non-respondents	0.1	\$650.00	\$65.00
12/8/2022	Reviewed email from Payam suggesting that parties try mediation	0.1	\$650.00	\$65.00
12/12/2022	Drafted and emailed Payam joint stipulation to continue MSC and Trial dates	0.4	\$650.00	\$260.00
12/13/2022	Email exchange re final edits to joint stipulation to continue MSC and Trial dates	0.1	\$650.00	\$65.00
12/14/2022	Drafted Special Interrogatories Set Two and Declaration for additional discovery	3.7	\$650.00	\$2,405.00
12/15/2022	Drafted Inspection Demand Set Three	2.2	\$650.00	\$1,430.00
12/16/2022	Served Payam with Srogs, Set 2 and Inspection Demand, Set 3	0.1	\$650.00	\$65.00
12/19/2022	Drafted Questionnaire Regarding Working Conditions	1.2	\$650.00	\$780.00
12/20/2022	Drafted letter to current and former SIYC employees regarding the lawsuit and their working conditions	1.9	\$650.00	\$1,235.00
12/21/2022	Emailed current and former SIYC employees questionnaire regarding their working conditions and a letter regarding the Oliveros lawsuit and upcoming trial	0.3	\$650.00	\$195.00
1/5/2023	Emailed Payam a file-stamped Stip and Order Continuing MSC and Trial and requesting timely responses to Srogs, Set 2, and Inspection Demand, Set 3.	0.2	\$650.00	\$130.00
1/9/2023	Drafted letter to SIYC requesting Yesenia Serna's personnel file and time and payroll data, wage statements and meal records	0.3	\$650.00	\$195.00
1/10/2022	Reviewed email from Payam requesting that Plaintiff withdraw motions to compel and consider going to mediation	0.1	\$650.00	\$65.00
1/16/2023	Drafted email to Payam advising that Plaintiff will not withdraw motions to compel discovery	0.2	\$650.00	\$130.00

Jose Luis Oliveros vs. Shark Iland Yacht Club

Time and Billing Statement

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1/17/2023	Reviewed email from Payam re Plaintiff's request for production of documents, set three and SROGS, Set two due 1.18.23, excel time and wage records	0.3	\$650.00	\$195.00
1/18/2023	Email to Payam granting SIYC extension of time to 1.27.23 to provide written responses to plaintiff's special interrogatories, set two and request for production of documents, set three	0.2	\$650.00	\$130.00
1/18/2023	Reviewed court's notice of hearing on Plaintiff's motion to compel production to 2-21-2023	0.1	\$650.00	\$65.00
1/19/2023	Drafted letter to SIYC requesting copies of personnel, time and payroll records of Yessenia Serna	0.3	\$650.00	\$195.00
1/26/2023	Reviewed email from Payam re discovery production of records in excel format	0.1	\$650.00	\$65.00
1/26/2023	Received requested time and payroll data in Excel format	0.1	\$650.00	\$65.00
1/27/2023	Reviewed SIYC's response to SROGS Set 2	0.8	\$650.00	\$520.00
1/27/2023	Reviewed SIYC's response to Inspection Demand Set 3	0.4	\$650.00	\$260.00
1/27/2023	Downloaded SIYC's production of documents to Inspection Demand, Set 3 (bates 0944-0993)	0.1	\$650.00	\$65.00
2/3/2023	Drafted letter to and delivered time and payroll data in Excel format to O. Ginez	1.7	\$650.00	\$1,105.00
2/6/2023	Reviewed Defendant's opposition to Plaintiff's motion for order compelling production of ESI re inspection demand set one	0.2	\$650.00	\$130.00
2/6/2023	Reviewed Atty Payam Malakouti's declaration ISO of Defendant's opposition to Plaintiff's motion for order compelling production of ESI re inspection demand set one	0.5	\$650.00	\$325.00

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2/6/2023	Reviewed Defendant's opposition to Plaintiff's motion for order compelling production of ESI re inspection demand set two	0.3	\$650.00	\$195.00
2/6/2023	Reviewed Declaration of Atty Payam Malakouti ISO of Defendant's opposition to Plaintiff's motion for order compelling production of ESI re inspection demand set two	0.2	\$650.00	\$130.00
2/8/2023	Received and reviewed O'Hagan Meyer's letter re Yessenia Serna's request for production of documents and production of personnel documents	0.7	\$650.00	\$455.00
2/13/2023	Drafted joint stipulation to continue Plaintiff's two discovery motions from 2/21/23 to 4/4/23	0.4	\$650.00	\$260.00
2/13/2023	Email exchange with Payam re joint stipulation to continue hearing on plaintiffs' two discovery motions from 2/21/23 to 4/4/2023	0.1	\$650.00	\$65.00
2/16/2023	Reviewed email from O. Ginez re initial review and analysis excel time and payroll data	0.5	\$650.00	\$325.00
2/20/2023	Emailed hours worked and meal breaks for Jose Oliveros PDF format	0.1	\$650.00	\$65.00
2/23/2023	Emailed Payam filed-stamped copy of joint stipulation and order continuing Plaintiff's two discovery motions to 4/24/23	0.1	\$650.00	\$65.00
2/28/2023	Telephonic meet and confer with Payam re SIYC's deficient responses to Srogs, Set 2, and Inspection Demand, Set 3	0.5	\$650.00	\$325.00

Jose Luis Oliveros vs. Shark Iland Yacht Club

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3/8/2023	Drafted email to atty Payam Malakouti confirming extensions of time for discovery. SIYC granted an extension to provide further responses to Inspection Demand Nos. 30,31,39, and 40. Plaintiff granted an extension to file motions to compel further responses SROGS Set Tw and Inspection Demand Set Three	0.1	\$650.00	\$65.00
3/22/2023	Received and reviewed SIYC further responses to Inspection Demand Set Three and production		\$650.00	\$0.00
2/27/2023	Drafted meet and confer letter to requesting that SIYC provide further responses to SROGS, Set Two	3.3	\$650.00	\$2,145.00
3/3/2023	Received and review from O. Ginez preliminary report and calculations	0.3	\$650.00	\$195.00
3/4/2023	Drafted meet and confer letter to Payam requesting that SIYC provide further responses to Inspection Demand Set 3	2.6	\$650.00	\$1,690.00
3/6/2023	Received and reviewed SIYC's further responses to SROGS Set 2	0.7	\$650.00	\$455.00
3/8/2023	Reviewed email from Payam SIYC efforts in searching for responsive documents to Demands 30, 31, 39 and 40	0.1	\$650.00	\$65.00
3/8/2023	Drafted email to Payam re further responses to Srogs, Set 2, and Inspection Demand, Set 3	0.1	\$650.00	\$65.00
3/10/2023	Drafted email to O. Ginez and transmission of data via Google Drive, ADP W2 forms, ADP Earnings Statements, Payroll Detail Report, Employee Time Records	0.6	\$650.00	\$390.00
3/15/2023	Reviewed email from Payam re Inspection Demand Nos. 30, 31, 39, 40 and Plaintiff's review of excel payroll data	0.1	\$650.00	\$65.00
3/20/2023	Drafted email to atty Payam re discovery Oliveros request for further responses to RFP 30, 31, 39, 40 and ADP Payroll Details in excel format	0.5	\$650.00	\$325.00

Jose Luis Oliveros vs. Shark Iland Yacht Club

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3/22/2023	Received and reviewed SIYC's further responses to Inspection Demand, Set 3 and Document Production (SIYC 994 - 1007)	0.6	\$650.00	\$390.00
4/19/2023	Drafted and served Reply to to Defendant's Opposition to Motion to Compel ESI and for sanction	0.5	\$650.00	\$325.00
4/19/2023	Drafted and served Ginez Declaration SO of Plaintiff's Reply to Defs. Opposition to Motion to compel production of ESI for sanctions	0.8	\$650.00	\$520.00
4/19/2023	Drafted and served Plaintiff's evidentiary objections to the declaration of Payam Malakouti	0.5	\$650.00	\$325.00
4/24/2023	Appeared remotely for hearing in Dept. C23 on Plaintiff's two Motions to Compel Discovery. Motion moot and court grants sanctions of \$2,144 to Plaintiff	0.7	\$650.00	\$455.00
5/12/2023	Drafted and served Notice of Ruling on Plaintiff's Motion for Production of Electronically Stored Information re Inspection Demand Set One and Two, including Minute Order dated 4/24/23	0.2	\$650.00	\$130.00
6/5/2023	Received and reviewed Defendants Demand for Exchange of Expert Witness Information	0.1	\$650.00	\$65.00
6/13/2023	Received and reviewed Defendants' Supplemental Special Interrogatory, Supplemental Form Interrogatory-General, Supplemental Employment Interrogatory, Supplemental Request for Production of of Documents	0.1	\$650.00	\$65.00
6/20/2023	Drafted emailed to C. Robison re: exchange of expert witness information, Oliveros individual and PAGA calculations, and request for client upload portal information, and dates to discuss settlement	0.2	\$650.00	\$130.00

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6/22/2023	Received and reviewed defendants' notice of taking deposition of Jose Luis Oliveros 7/13/23 10 am via Zoom	0.1	\$650.00	\$65.00
6/23/2023	Telephonic conference with C. Robison, M. Kessler and E. Camacho to discuss Settlement, mandatory settlement conference hearing and trial	0.9	\$650.00	\$585.00
6/23/2023	Drafted email to C. Robison. Plaintiff provided Defendants with expert's damage calculations for Oliveros and PAGA employees in Excel format and expert's notes in Word format and settlement demand	1.8	\$650.00	\$1,170.00
6/26/2023	Drafted Plaintiff's Exchange of Expert Witness Information	3.5	\$650.00	\$2,275.00
6/29/2023	Drafted and served Defendants with Plaintiff's Settlement Conference Statement and Notice of Lodging	1.6	\$650.00	\$1,040.00
6/29/2023	Drafted email to attorney Kessler regarding legal issues and settlement value of the case	1.2	\$650.00	\$780.00
6/30/2023	Email exchanges with attorney Kessler regarding a stipulation to waive personal appearance of Charlie Sharp at MSC	0.1	\$650.00	\$65.00
7/3/2023	Signed and returned Stipulation re waiver of appearance of Charlie Sharp at MSC	0.1	\$650.00	\$65.00
7/5/2023	Received and reviewed Settlement Agreement for Oliveros, Joint Stipulation of PAGA Settlement, and Notice of PAGA Settlement	0.8	\$650.00	\$520.00
7/6/2023	Drafted email to Tauras at CPT Group requesting Quote to administer distribution of settlement payments to about 33 PAGA employees	0.1	\$650.00	\$65.00
7/6/2023	Meeting with Oliveros to discuss case and prepare him for Mandatory Settlement Conference and for giving deposition and trial testimony	1.7	\$650.00	\$1,105.00

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7/7/2023	Received and reviewed Quote from CPT Group. Emailed CPT's Quote to attorney Kessler	0.1	\$650.00	\$65.00
7/7/2023	Received and reviewed Minute Order continuing MSC to 7/14/2023	0.0	\$650.00	\$0.00
7/10/2023	Drafted and served Defendants with Plaintiff's Objection to Notice of Taking Deposition	0.1	\$650.00	\$65.00
7/11/2023	Drafted and served Plaintiff's objections to Defendants' Supplemental Discovery, Interrogatories, RFP, Frogs-G, Frogs-E	0.3	\$650.00	\$195.00
7/12/2023	Received and reviewed email from atty Kessler re Plaintiff's Objection to Notice of Taking Deposition	0.1	\$650.00	\$65.00
7/13/2023	Drafted email to atty Kessler stating that Plaintiff will not be appearing for 7-13-23 Depo.	0.1	\$650.00	\$65.00
7/13/2023	Received and reviewed email from Anne Redcross Beehler stating she as assigned as Temporary Judge for MSC on 7/14/23	0.1	\$650.00	\$65.00
7/13/2023	Drafted email to TJ discussing merits and settlement value of case and sent spreadsheet calculations for Oliveros and PAGA employees	0.4	\$650.00	\$260.00
7/13/2023	Drafted a second email to TJ regarding expert witness damage calculation and provide her with password to open excel files	0.5	\$650.00	\$325.00
7/14/2023	I and Oliveros appeared remotely for a mandatory settlement conference with Anne Redcross Beehler as TJ and atty Michael Kessler appearing for Defendants. The parties reach a conditional settlement and	5.0	\$650.00	\$3,250.00
7/17/2023	Drafted and served Notice of Settlement	0.1	\$650.00	\$65.00
7/27/2023	Drafted email to atty Kessler re the filing of Notice of Settlement	0.1	\$650.00	\$65.00
7/21/2023	revisions to PAGA settlement documents	2.5	\$650.00	\$1,625.00

Jose Luis Oliveros vs. Shark Iland Yacht Club

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8/1/2023	Meeting with Oliveros to discuss and sign settlement documents and tax forms	0.3	\$650.00	\$195.00
8/1/2023	Settlement documents for individual and PAGA claims, and tax forms emailed to atty Kessler	0.5	\$650.00	\$325.00
9/11/2023	Meeting with Oliveros to sign final draft of Settlement Agreement on his individual claim	0.2	\$650.00	\$130.00
9/11/2023	Email to atty Kessler stating that his draft of PAGA settlement agreement is acceptable, and sending him Oliveros' signed	0.1	\$650.00	\$65.00
9/13/2023	Received and reviewed edited PAGA settlement documents. Emailed attorney Kessler that all edits accepted. Emailed sign PAGA settlement agreement to Kessler	0.1	\$650.00	\$65.00
9/13/2023	Draft RG Decl in Support of Motion for Approval of PAGA Settlement	3.2	\$650.00	\$2,080.00
9/14/2023	Edits to RG Decl. in Support of Motion for Approval of PAGA Settlement	1.5	\$650.00	\$975.00
9/19/2023	Draft Motion Approving PAGA Settlement	2.3	\$650.00	\$1,495.00
9/20/2023	Edits to Motion Approving PAGA Settlement	2.1	\$650.00	\$1,365.00
9/27/2023	Draft Proposed Order Approving PAGA Settlement	2.4	\$650.00	\$1,560.00
10/4/2023	Edits to Motion and RG Decl. in Support of Motion for Approval of PAGA Settlement	3.5	\$650.00	\$2,275.00
11/2/2023	Edits to RG Decl. in Support of Motion for Approval of PAGA Settlement and Motion and Proposed Order	2.1	\$650.00	\$1,365.00
11/3/2023	Email to Attorney Kessler re Spanish language Notice and correction of number of Aggrieved Employees	0.5	\$650.00	\$325.00

Jose Luis Oliveros vs. Shark Iland Yacht Club

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11/20/2022	Draft Oliveros Decl. Supporting Approval of PAGA Settlement	0.8	\$650.00	\$520.00
11/25/2023	Meeting with Oliveros to review and sign Declaration	0.3	\$650.00	\$195.00
12/4/2023	Edits to Motion Approving PAGA Settlement and final review of supporting documents for filing of motion with Court and LWDA	2.8	\$650.00	\$1,820.00
	TOTAL	158.1		\$102,765.00

EXHIBIT 10

CASE NAME: OLIVEROS V. SHARK ISLAND YACHT CLUB

Requesting Attorney: Rudy Ginez, Jr.

Plaintiff or Defense: Plaintiff

Firm Name: Rudolfo Ginez Law Office

Telephone: (714) 541-2251

Email: ginez@sbcglobal.net

Date: April 28, 2025

Prepared By: Tim Phillips

50 Corporate Park, Irvine CA 92606

Tim@CPTGroup.com

Direct Number: (818) 415-2703

Main Number: (800) 542-0900

PROJECT ASSUMPTIONS & ADMINISTRATIVE COSTS

Number of Aggrieved Employees: 33

Language Translation Services: Yes

Settlement Website: Static Website

Payment Option: Check

Undeliverable Check Rate: 6%

Check Reminder Postcard: No

Unclaimed Funds: Cy Pres

Postage Total: \$25.53

Grand Total: \$8,112.10

CPT'S DISCOUNTED FEE: \$5,500.00

The services and numbers reflected herein are estimates based on the information provided by counsel at the time of this Bid. If the actual services and numbers are different, our cost estimate will change accordingly. Client expressly acknowledges and agrees that estimated fees and costs may fluctuate and agrees to pay for any such increases to such estimates as if set forth herein.

The attached Terms and Conditions are included as part of and incorporated by reference to our cost proposal. By accepting our cost proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

After receiving the data, CPT will scrub all records to eliminate duplicates and anomalies; this process is designed to achieve a higher success percentage in delivering the distribution proceeds. Each aggrieved employee will receive a unique mailing ID that will be utilized for all administrative purposes. CPT will perform an address update via NCOA and, if necessary, conduct an additional skip trace in order to ensure that mail is delivered to the most current address possible. If necessary, CPT will translate the court approved Notice documents into Spanish. The website will publish the full Notice and all relevant court documents for downloading.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	1	\$95.00
Project Manager: Format Documents	\$95.00	1	\$95.00
Programming: Data Base Setup	\$150.00	1	\$150.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
XML Lex ID Skip Trace	\$0.85	3	\$2.55
Spanish Translation	\$250.00	1	\$250.00
Static Website	\$500.00	1	\$500.00
Sub Total:			\$1,227.55

AGGRIEVED EMPLOYEE SUPPORT

CPT will establish a toll-free telephone number equipped with interactive voice response (IVR) capabilities and live customer support representatives. Live support will be available during regular business hours, Monday to Friday, 9:00 AM to 5:30 PM, Pacific Time (PT). The dedicated case phone number shall be operational for a maximum of 120 days following the disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	7	\$21.00
Sub Total:			\$321.00

SSN VERIFICATION

Authenticate Social Security Number for validity using IRS verification processes and/or IRS backup withholdings processes.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	33	\$3.30
Sub Total:			\$438.30

DISTRIBUTION SERVICES

CPT will establish a 26 CFR § 1.468B-1 compliant Qualified Settlement Fund (QSF). Upon approval, CPT will perform the required payment calculations, and once approved by the parties, CPT will print a one-page notice and issue a (MICR) check to all eligible employees. CPT will also issue an IRS Form 1099 when applicable. CPT utilizes the bank's Payee Positive Pay to prevent check fraud and performs monthly account reconciliations for the QSF bank account. Undeliverable checks are skip-traced to obtain a current address and are remailed accordingly. Requests for check reissues will be processed throughout the check cashing period. CPT's administration of the QSF will continue for a maximum duration of one year following the initial distribution of funds.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & 1099	\$2.75	33	\$90.75
First-Class Postage (up to 1 oz.)*	\$0.69	33	\$22.77
Project Supervisor: Account Reconciliation	\$150.00	6	\$900.00
Update Undeliverable Checks Database	\$0.50	2	\$0.99
Clerical Staff	\$60.00	1	\$60.00
Skip Trace for Best Address	\$1.00	2	\$1.98
Remail Undeliverable Checks	\$3.00	2	\$6.00
First-Class Postage (up to 1 oz.)	\$0.69	2	\$1.38
Re-Issue Checks as Required	\$5.00	2	\$10.00
First-Class Postage (up to 1 oz.)	\$0.69	2	\$1.38
Sub Total:			\$3,085.25

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

TAX REPORTING & SETTLEMENT CONCLUSION

CPT prepares annual tax reporting on behalf of the QSF and Federal and State taxes in accordance with current state and federal regulations. All parties will be furnished with weekly and final reports. A declaration attesting to due process will be provided to all parties. Unclaimed funds will revert to a Cy Pres designated by the parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Unclaimed Funds Revert to Cy Pres	Included	1	Included
Sub Total:			\$3,040.00

*CPT will file Federal and California taxes in accordance with current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

Total Administration Costs: \$8,112.10

Courtesy Discount: -\$2,612.10

CPT'S DISCOUNTED FLAT FEE: \$5,500.00

TERMS AND CONDITIONS

These Terms and Conditions (“**Terms and Conditions**”) are made a part of, and incorporated by reference into, any Bid presented by CPT Group, Inc. (“**CPT**”) to Client. Each of Client and CPT is a “**Party**” to this Agreement, and collectively, the “**Parties**”.

1. Definitions.

- a) “**Affiliate**” means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
- b) “**Agreement**” means these Terms and Conditions and the Bid.
- c) “**Applicable Laws**” means all applicable local, state and federal laws, ordinances, rules and regulations.
- d) “**Approved Bank**” means any financial institution that is insured by the Federal Deposit Insurance Corporation.
- e) “**Bid**” means a proposal, statement of work, order form, and/or schedule for Services (including any and all addendums, exhibits, or amendments thereto) provided by CPT to Client.
- f) “**Case**” means the case referred to in the attached Bid and/or the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the caption of the applicable Court Order.
- g) “**Class**” means Members and putative Members collectively.
- h) “**Client**” means the party or parties engaging CPT for Services as set forth in the Bid, namely Plaintiff Counsel and/or Defense Counsel.
- i) “**Confidential Information**” means any non-public information of CPT or Client disclosed by either Party to the other Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other Party may have access, which a reasonable person would consider confidential and/or which is marked “confidential” or “proprietary” or some similar designation by the disclosing Party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient’s prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
- j) “**Court Order**” means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more Parties To The Case to carry out a legal obligation pursuant to the Case.
- k) “**Defendant**” means the named Party and/or Parties in the Case against whom action is brought.
- l) “**Defense Counsel**” means the attorney(s) of record for the Defendant(s) in the Case.
- m) “**Intellectual Property Right**” means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
- n) “**Member**” means an individual who is eligible under the Case or Class to receive a communication about their pending legal rights under the matter and/or designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons or other parties in the representative action so designated or addressed therein.
- o) “**Member Content**” means all Member written document communications relating to the Case, including claim forms, opt-out forms, and/or objections, which may contain Member Data.
- p) “**Member Data**” means proprietary or personal data regarding Members under this Agreement.
- q) “**Parties To The Case**” shall mean collectively Defendant(s) and Plaintiff(s) as defined in the Settlement Agreement or Court Order.
- r) “**Plaintiff**” means the named party and/or parties in the Case who are bringing the action.
- s) “**Plaintiff Counsel**” means the attorney(s) of record for Plaintiff(s) in the Case, and/or upon certification by the Court the attorney(s) of record designated to represent the Class.
- t) “**Products**” means any and all CPT Services and work product resulting from Services.

- u) “**Qualified Settlement Fund**” or “**QSF**” means a bank account established pursuant to U.S. Department of Treasury Regulations §1468B-1.
 - v) “**Service**” means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Members; (ii) setting up a QSF with an Approved Bank; (iii) management of disbursement of funds from the QSF to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
 - w) “**Settlement Agreement**” means the contract between Parties To The Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Members.
 - x) “**Settlement Amount**” means the total dollar amount agreed to between Parties To The Case to resolve the Case to mutual satisfaction.
 - y) “**Software**” means any and all of CPT’s software applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
 - z) “**Transmission Methods**” means the secure authorized manner to send Member Data and/or Wire Information as specified on a schedule or exhibit hereto.
 - aa) “**Term**” means the period commencing on the date set forth on the Bid and continuing until the date of final judgment (if a settlement) or upon completion of all Services as set forth in the Bid.
 - bb) “**Wire Information**” means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.
2. Client Obligations. Client will ensure that it has obtained all necessary consents and approvals for CPT to access and use Member Data for the purposes permitted under this Agreement and shall only transmit Member Data and/or Wire Information to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Member Data provided under this Agreement. Client further warrants that any Member Data, Wire Information, or other content, data, materials or information it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect Member Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.
3. CPT Obligations. CPT will (i) maintain appropriate safeguards designed to protect Member Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Member Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Parties To The Case, Members, Plaintiff Counsel or Defense Counsel as applicable.
4. Security. Client and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any Member Data in its possession or control under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such Member Data; (c) protect against unauthorized access to or use of such Member Data that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such Member Data in connection with its disposal.
- a) Incident Notification. In the event a Party discovers that Member Data relating to the Case is the subject of (i) any unauthorized acquisition, loss, access or use and/or (ii) an actual or suspected breach concerning such Party’s systems (items (i) and/or (ii) a “**Security Incident**”), or a Party has a reasonable belief that a Security Incident has occurred or is at risk of occurring, such Party will promptly but no later than forty-eight (48) hours of its discovery of such circumstances, inform the other Parties in the event of such Security Incident, and shall utilize best efforts to assist the other Parties to mitigate the effects of such Security Incident.
 - b) b) Response Procedures. In the event of a Security Incident, the breached party shall (i) cooperate with any reasonable investigation concerning the Security Incident by the other Parties, regulators and/or law enforcement; and (ii) cooperate with the other Parties to comply with Applicable Laws concerning such Security Incident, including any notification to affected individuals. The Parties acknowledge that the breached party in any Security Incident shall be the Party responsible for

- any and all remedies and costs under Applicable Laws concerning such Security Incident, unless such breach occurred due to another Party's actions hereunder, in which instance such party shall be comparatively responsible for all remedies and costs. In no event will any Party serve notice or otherwise publicize a Security Incident without the prior written consent of the other Parties. The Parties shall reasonably cooperate and coordinate with each other to respond to the Security Incident, including with regard to the content of notification to affected individuals.
6. **Qualified Settlement Fund Account.** When the Case has a Settlement Amount CPT shall be authorized to establish one or more QSF bank accounts at an Approved Bank if and as applicable to the Services as set forth in the Bid. The amounts held at the Approved Bank under this Agreement are at the sole risk of Defendant. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
 7. **Fees and Payment.** Pricing for Services is as stated on the Bid, and Client agrees to pay CPT in the amounts set forth on the Bid. Client will be invoiced per the schedule set forth in the Bid, and payment of fees will be due within 30 days after the date of the invoice, except where the Bid or terms of the Settlement Agreement or Court Order expressly prescribes other payment dates. All fees set forth in a Bid are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% per month (or the highest rate allowable by law, whichever is lower) on the outstanding balance from the date due until the date of actual payment, which such late charge(s) may be charged against the QSF account if incurred in connection with Services provided pursuant to administration of a settlement. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation. . In connection with CPT's administration of a QSF, unless otherwise stated in the Settlement Agreement or Court Order concerning disbursement of unclaimed funds in the QSF account, CPT reserves the right, after one (1) year of issuance of disbursements to Members, to classify any remaining balance in such QSF account as additional administrative fees payable to CPT until such time as the QSF account balance becomes zero (\$0.00), and thereafter close such account.
 8. **Term and Termination.**
 - a) **Term.** The Term is set forth in the Bid. The Agreement may be renewed by mutual written agreement of the parties.
 - b) **Termination for Cause.** Either Party may immediately terminate this Agreement if the other Party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching Party's receipt of written notice describing the breach in reasonable detail.
 - c) **Bankruptcy Events.** A Party may immediately terminate this Agreement if the other Party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
 - d) **Effect of Termination.** Immediately following termination of this Agreement, upon written request, Member Data may be retrieved via the secure FTP site in the same format in which the Member Data was originally inputted into the Software, at no additional charge. Alternatively, Member Data can be returned in a mutually agreed format at a scope and price to be agreed upon. CPT will maintain a copy of Member Data and Member Content for no more than four (4) years following the date of the final check cashing deadline for Members under the Settlement Agreement, after which time any Member Data and Member Content not retrieved will be destroyed.
 - e) **Final Payment.** If Client terminates this Agreement due to Section "Termination," Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.
 9. **Confidentiality.** Each Party agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such Party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such Party uses to protect its own confidential information; provided, however, that such Party shall use at least reasonable care. These obligations shall survive termination of this Agreement.
 - a) **Compelled Disclosure.** If receiving Party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such Party shall (i) promptly notify the other Party, (ii) reasonably cooperate with the other Party in such Party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each Party is advised by its counsel in writing is legally required to be disclosed.
 - b) **Remedies.** If either Party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other Party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
 10. **Intellectual Property.** CPT retains all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. CPT does not claim any ownership rights to Member Data.
 11. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, "**Covered CPT Parties**") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "**Damages**") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Member Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
 12. **Warranties.** Each Party represents and warrants to the other Party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such Party; (iii) the Agreement is a legally valid and binding obligation of such Party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE
 13. **Liability.**
 - a) **Liability Cap.** EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY CLIENT AND/OR THE PARTIES TO THE CASE TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
 - b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 14. **Communications.** CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and

certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

15. Miscellaneous Provisions.

- a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
- b) Force Majeure. Neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such Party's reasonable control, provided that the delayed Party: (i) gives the other Party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the Parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by the Parties.
- f) Assignment. Neither Party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other Party's prior written consent; provided, however, either Party, without the consent of the other Party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such Party, where the responsibilities or obligations of the other Party are not increased by such assignment and the rights and remedies available to the other Party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the Parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
- h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("**Statistical Data**") derived from the operation of the Software, and

nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such Applicable Laws, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other Party as set forth on the Bid or at such other address as may hereafter be furnished in writing by either Party hereto to the other Party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each Party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither Party may make any statement that would contradict anything in this section.
- m) Subcontractors. CPT may use subcontractors to perform Client-specific Services; provided however, that CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) Waiver. No failure or delay on the part of either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) Acceptance. If, when requested in writing by Client, CPT then provides any Service to Client, whether or not such Services were specified in the original Bid, these Terms and Conditions shall apply to the provision of such Services and be deemed accepted and approved by Client concerning such Services.
- q) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.