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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.
15

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.
20

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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earned; net wages earned; and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rates. These violations occurred because Defendants did not pay, and include on Oliveros' wage statements all overtime wages and meal and rest period premium wages earned.

28. As a result of Defendants' knowing and intentional failure to provide Oliveros with accurate written itemized wage statements as required by Labor Code § 226 (a), Oliveros could not promptly and easily determine his gross and net wages earned and he thereby suffered injury.

Therefore, pursuant to Labor Code § 226 (e), Oliveros is entitled to, and requests penalties of \$50.00, per pay period, for the initial violation and \$100.00 for each subsequent violation, per pay period, not exceeding an aggregate penalty of \$4,000. Oliveros requests penalties in the amount of \$1,450 for 15 pay statement violations calculated as follows: (1 pay period x \$50.00 = \$50) + (14 pay periods x \$1,400 = \$1,450).

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

FIFTH CAUSE OF ACTION

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

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

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

32 Labor Code § 202 (a) in part, states that if an employee quits his or her employment,
his or her wages are due and payable not later than 72 hours thereafter, unless the employee has given

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.
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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.
23

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.

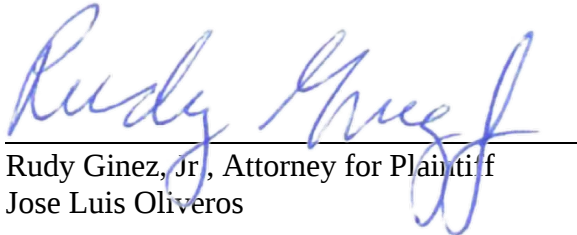
3 9. Ninth Cause of Action for Liability under Labor Code § 558.1

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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