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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,	)	<i>Assigned for All Purposes to: Hon. Melissa R.</i>
vs.	)	<i>McCormick, Dept. CX105</i>
	)	
SHARK ISLAND YACHT CLUB, a	)	DECLARATION OF JOSE LUIS OLIVEROS
California Non-Profit Corporation, d.b.a.	)	IN SUPPORT OF PLAINTIFF'S MOTION FOR
NEWPORT BEACH YACHT CLUB, et al.	)	APPROVAL OF PAGA SETTLEMENT
	)	
Defendants.	)	Date: 5/28/2026
	)	Time: 2:00 p.m.
	)	Dept.: CX105
	)	
	)	Complaint Filed: 7/16/2021
	)	Trial Date: 3/16/2026
	)	
	)	

1 I, Jose Luis Oliveros, declare as follows:

2 1. I am over 18 years of age and reside in Orange County, California. I am the plaintiff
3 in this lawsuit. I submit this declaration in support of Plaintiff's motion for approval of PAGA
4 Settlement.

5 2. I have personal knowledge of the fact stated herein. If called to testify, I could and
6 would competently and truthfully testify as set forth below.

7 3. I am a former full-time cook for defendant Shark Island Yacht Club d.b.a. Newport
8 Beach Yacht Club ("SIYC"), employed from September 7, 2017, through March 25, 2021, for
9 approximately 3.5 years. I prepared meals for lunch, dinner, and banquets, working five to six days
10 per week, approximately 9 to 14 hours per day (50 to 60 hours per week). My starting pay was \$17
11 per hour and my ending pay was \$19 per hour. SIYC closed during April, May, and June 2020 due
12 to the COVID-19 pandemic.
13

14 4. I suffered a work-related injury that required surgery on March 26, 2021. I was
15 terminated from my job on March 27, 2021, by my manager, Anton Anich ("Tony") because I was
16 unable to immediately return to work.
17

18 5. During my entire employment, SIYC regularly failed to provide me with a
19 reasonable opportunity to take meal and rest breaks, and I was never paid any premium pay for the
20 failure to provide such breaks. I received my paycheck semi-monthly by direct deposit I was not
21 provided with itemized wage statements. I asked my two managers to give me copies of my wage
22 statements on several occasions but I never received them. I regularly worked overtime and was
23 paid some overtime, but I believe I was not properly compensated for all overtime hours worked.
24

25 6. On June 18, 2021, I met with Mr. Ginez to discuss my complaints against SIYC. I
26 complained that I was terminated because I could not immediately return to work following my
27

surgery for a work-related injury, that I was working long work shifts without having another cook to take my position so I could take my meal and rest breaks, that I regularly worked overtime and was paid some, but all, of my overtime compensation, and that I was not provided wage statements. I also informed Mr. Ginez that there were approximately 31 other employees, cooks, busboys, dishwashers, hosts, hostesses, bartenders, waiters, and waitresses who were regularly not provided with meal and rest breaks. Many were Hispanic, non-English speaking employees. I and some employees had to eat our meals while working. Other employees took their meal breaks in the kitchen at the end of their work shifts. I and my coworkers were never paid any premium pay for SIYC's failure to provide us with proper meal and rest breaks.

7. On June 18, 2021, I retained Mr. Ginez to represent me in a lawsuit against SIYC and others for various labor code violations, including (1) failure to provide meal breaks, (2) failure to provide rest breaks, (3) failure to pay overtime, (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 under Labor Code §§ 2698 et seq., and (9) personal liability under Labor Code § 558.1. After consulting with Mr. Ginez, it was my understanding that I would be prosecuting this lawsuit in an individual capacity to recover damages for the violation of my labor code rights and in a representative capacity to recover civil penalties on behalf of myself, other aggrieved employees, and the State of California for violations of the above-mentioned labor codes. I also understood that 75 percent of the civil penalties recovered go to the California Labor Workforce Development Agency and the remaining 25 percent go to the “aggrieved employees” affected.

8. After I filed this lawsuit was filed, SIYC corrected and improved its timekeeping and meal and rest break policies so that employees were now able to take their breaks.

9. Before filing a claim for workers' compensation benefits and this wage and hour lawsuit against SIYC, I had never been involved in any type of legal dispute. I am a person who works to support my family and tries to avoid disputes, particularly about work issues. However, I experienced and saw SIYC's abusive treatment of employees, including the failure to provide proper meal and rest breaks. SIYC's constantly demanded employees to do large amounts of work with an insufficient workforce. Lastly, my manager yelled at me over the phone to return to work after knowing that I just had surgery for a work-related injury and threatened to fire me if I did not. All this caused me to take legal action to protect my rights and the rights of my coworkers.

10. I cooperated fully with my attorney in bringing this lawsuit for myself and my coworkers. I had numerous office meetings and phone conversations with Mr. Ginez to discuss the prosecution of this lawsuit. Mr. Ginez explained the litigation process, including pleadings, discovery, settlement negotiations, court hearings, and trial preparation. I provided my attorney with all facts and documents regarding SIYC's unlawful employment practices and policies. I provided my attorney with names of co-workers who could serve as possible witnesses. With the assistance of my attorney, I responded to SIYC's written discovery and reviewed SIYC's production of documents and responses to written discovery. I spent time with my attorney to prepare me to give my deposition and trial testimony. Together with my attorney, I attended and participated in a mandatory settlement conference that resulted in a settlement where SIYC agreed to pay a total global settlement amount of \$165,000, \$39,430.07, to settle my individual claims, and \$125,569.93 to settle the claim on behalf of my co-workers and the State of California. This was followed by other meetings with my attorney to discuss and sign formal settlement documents. However, I also understand that the settlement on behalf of my co-workers and the State of California needs to be approved by the court to be a valid settlement.

1 11. If the Court approves the proposed PAGA Settlement, and if SIYC pays the amounts
2 outlined in individual and PAGA Settlement Agreements, and after paying attorney fees and costs, I
3 expect to receive a net recovery of \$24,016.83, calculated as follows:

4 Gross Recovery on Individual Wage and Hour Claims \$39,430.07

5 Payment to Olga Ginez (for payroll auditing and calculations) -\$ 4,483.75

6 Payment to Rudolfo Ginez Law Office (Atty Fees of 33.33%) -\$11,647.61

8 **Oliveros' Net Recovery for Individual Claim \$23,298.71**

9 **Oliveros' Recovery for PAGA Claim \$ 718.12**

10 **Oliveros' Recovery for Individual and PAGA Claims \$24,016.83**

11
12 12. I have not received or agreed to receive any undisclosed compensation related to this
13 case.

14 13. I am unaware of any actual or potential conflict of interest with my former co-
15 workers, the "aggrieved employees."

16 14. I have no interest or relationship, financial or otherwise with CPT Group, Inc., the
17 settlement administrator that the parties selected.

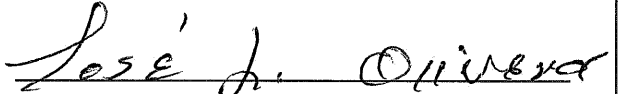
18
19 15. I am unaware of any other pending matter or action asserting claims that will be
20 extinguished or adversely affected by this settlement.

21 16. Although I did not keep time records, I estimate that I spent over 30 hours in
22 meetings and discussions with my attorney, co-workers, and family members to successfully
23 prosecute this case. I worked with my attorney in the investigation and discovery phases of this
24 case. I also spent time with my attorney preparing for the trial, but we settled shortly before the trial
25 date.
26
27
28

1 17. I believe Mr. Ginez and I used our best efforts to obtain a fair and just resolution for
2 myself, my co-workers, and the State of California. If the Court approves the settlement, I will be
3 proud of my actions in this matter and of the results. Employees whose rights were being violated but
4 were afraid to speak out to protect their rights will be compensated, and SIYC was compelled to
5 correct their unlawful conduct. I believe the proposed PAGA settlement is fair and reasonable.
6

7
8 I declare under penalty of perjury under the laws of the State of California that the foregoing
9 is true and correct.

10
11 Dated: 3-17-26


Jose Luis Oliveros, Plaintiff