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Attorneys for Defendants,
SHARK ISLAND YACHT CLUB dba NEWPORT BEACH YACHT CLUB,
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]

**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