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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

JONATHAN RAMIREZ, individually, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiff,

vs.

STEELE CANYON GOLF CLUB
CORPORATION, a California limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

Case No.: CVPS2401527

Honorable Harold W. Hopp
Department 1

**DECLARATION OF PLAINTIFF JONATHAN
RAMIREZ IN SUPPORT OF PLAINTIFF'S
MOTION FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, *ET SEQ.*) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS, GENERAL
RELEASE FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

Complaint Filed: March 11, 2024
Trial Date: None Set

1 **DECLARATION OF PLAINTIFF JONATHAN RAMIREZ**

2 I, **Jonathan Ramirez**, hereby declare as follows:

3 1. I am over 18 years of age and a resident of California. I am the named plaintiff in the
4 above-captioned case. I have personal knowledge of the facts and statements set forth in this
5 declaration, and if called upon to testify, I could and would competently testify thereto.

6 2. I was employed by Steele Canyon Golf Club Corporation (“Defendant”) from
7 approximately November 2022 to approximately June 2023, as a non-exempt, hourly-paid employee. I
8 decided to seek legal advice about my work experiences with Defendant and about pursuing my
9 grievances. I contacted Lawyers *for* Justice, PC and spoke with attorneys there. I wanted to do whatever
10 I could to make sure Defendant paid me and other employees what was owed to us and was held
11 accountable for its practice of not properly compensating its employees for all hours worked and non-
12 compliant meal and rest breaks. After speaking with the attorneys, I investigated representative action
13 lawsuits on my own and did some research into the leading employment law firms in California for
14 approximately **4 hours**. Thereafter, I consulted with the attorneys at Lawyers *for* Justice, PC for **8**
15 **hours** discussing my situation, representative action lawsuits under the Private Attorney General Act
16 (“PAGA”), and what it meant to bring a PAGA action.

17 3. As litigation was initiated, I spent approximately **15 additional hours** communicating
18 with my attorneys regarding the case and fulfilling my responsibilities as a PAGA representative, which
19 included gathering and providing documents concerning my employment with Defendant, providing
20 information regarding the duties of hourly-paid and non-exempt employees, and helping develop a
21 strategy as to what documents and information to obtain from Defendant. I routinely checked in with
22 my attorneys and their staff to make sure that they had all of my most current information and with any
23 additional information that I had obtained.

24 4. As the case progressed, I was available to answer any questions my attorneys had and
25 was available to speak and meet with my attorneys whenever they needed me. I spent at least **9**
26 **additional hours** reviewing and identifying documents and potential witnesses with my attorneys and
27 answering their questions, and also describing policies, practices, and procedures of Defendant.

28 5. Regarding the settlement, I was on standby all day for the mediation, and I additionally
spent approximately **4 hours** reviewing the settlement agreement and asking questions and discussing

the potential settlement with my attorneys.

6. I believe I took on a substantial risk in agreeing to serve as the PAGA representative despite being made aware that there was no certainty regarding the outcome of the case or how long it would take to recover the wages owed to myself and the other aggrieved employees.

7. Further, as part of the Settlement, I have agreed to a much broader individual (general) release than that agreed to by the State of California on behalf of the aggrieved employees. This release encompasses all claims I have against the Released Parties.

8. I have not entered into any undisclosed agreements, nor have I received any undisclosed compensation in this case.

9. I believe that I have done everything that my attorneys have asked of me and have tried, to the best of my ability, to represent and seek relief for the aggrieved employees and the State of California. I think my efforts helped to get the result obtained in this case. I respectfully request that the Court approve and award me a General Release fee in the amount of \$7,500.00 for my efforts and active participation. Further, this General Release has been negotiated in return for my broader individual release to “all claims arising directly or indirectly from [my] employment with Defendant and the termination of that employment,” found in the Settlement Agreement Paragraph 8(b). This broader release is a risk that I am taking on behalf of myself and the aggrieved employees in order to come to an agreement. Taking into consideration the time that I dedicated to this case, I believe that this amount is reasonable.

10. I am not related to anyone associated with Lawyers *for* Justice, PC.

11. As of this date, there are no other PAGA cases, pending or closed, in which I am the named plaintiff.

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

Executed on 01/21/2026, at Hot Springs, California.

Electronically Signed
2026-01-21 19:50:44 UTC - 76:50:232.56
Nintex AssureSign®
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Jonathan Ramirez