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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 Corporation; and DOES 1 through 100, inclusive, Defendants.	Case No.: CVPS2401527 Honorable Harold W. Hopp Department 1 **DECLARATION OF VARTAN MADOYAN 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** [Notice of Motion and 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; Declaration of Plaintiff (Jonathan Ramirez); Declaration of Proposed PAGA Settlement Administrator (Michael Bui); and [Proposed] Order and Judgment filed concurrently herewith] Reservation ID: 397101553338 Date: April 21, 2026 Time: 8:30 a.m. Department: 1 Complaint Filed: March 11, 2024 Trial Date: None Set

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DECLARATION OF VARTAN MADOYAN

I, Vartan Madoyan**,** hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Jonathan Ramirez ("Plaintiff"). I make this declaration 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 (the "Motion"). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act ("PAGA") representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwazian is a Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In

October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC has successfully obtained class certification by contested motion practice in approximately fifteen (15) cases in the last decade, and litigated over 1,000 class action or representative action cases.

4. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the

State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative action cases have resulted in settlements that have been granted court approval, including and not limited to, those listed in paragraph 7 herein. He has handled over one hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

5. Joanna Ghosh is a Managing Member of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding Private Attorneys General Act claims and employer efforts to compel arbitration of such claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification

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discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She also has extensive experience with class action and/or representative action settlements, and has handled this process in over three hundred (300) cases. Under Joanna Ghosh, Edwin Aiwazian, and Arby Aiwazian's supervision, Lawyers *for* Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She has extensive experience with class action and/or representative action settlements, and has handled this process in over five hundred (500) cases. She is a member of the California Employment Lawyers Association and, on several occasions, has been a speaker regarding topics in wage and hour law at the organization's continuing legal education events.

6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree in Economics from the University of California, San Diego in 2007, and a Juris Doctor degree from Loyola Law School in 2011, graduating with Cum Laude and Order of the Coif honors. I am admitted to practice before all courts in the State of California and all U.S. District Courts in California. I externed for the Honorable Victoria S. Kaufman of the United States Bankruptcy Court, Central District of California, from June 2009 to August 2009. I externed for the Honorable Gary A. Feess of the United States District Court, Central District of California, from January 2010 to May 2010. From 2011 through and including the present, my practice consisted almost exclusively of complex wage and hour class action and PAGA action matters in California. From October 2011 to June 2013, I was an Associate at Littler Mendelson's Century City, California office, working for one of the largest employer-side labor and employment law firms in the United States. From July 2013 to March 2014, I was an Associate at Sheppard, Mullin, Richter & Hampton's Century City, California office. From March 2014 to July 2023, I worked as an Associate and then as Counsel at Baker Hostetler LLP's Los Angeles office. From August 2023 to the present, I have been a Member of Lawyers *for* Justice, PC. I have taken and defended dozens of depositions and has successfully handled motion practice in class action and PAGA cases regarding discovery (including and not limited to motions regarding

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class contact information), class certification (both contested class certification and stipulated class certification), dispositive motions, arbitration agreements, coordination, and intervention. I have successfully handled a complex wage and hour class action and PAGA case through a trial verdict in the matter of *Estrada v. Royalty Carpet Mills*, Orange County Superior Court, Case No. 30-2013-00692890. I also successfully handled briefing on appeal regarding employer efforts to compel arbitration. *TitleMax of Cal. v. Pena*, California Court of Appeals for the Fifth District, Case No. F084706 (Cal. Ct. App. March 28, 2023) (unpublished decision). Further, I have extensive experience with settlements of class actions and PAGA actions and have handled and supervised this process in over one hundred (100) cases.

EXAMPLES OF RESULTS IN REPRESENTATIVE AND CLASS ACTION CASES

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC ("LFJ") has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various "manager" positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the "Assistant Store Manager" position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the "Property Manager" position. On May 23, 2012, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC430918.

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d) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer involving allegations of misclassification of the "Store Manager" position. On June 10, 2011, the court granted plaintiffs' motion for class certification. On August 26, 2013, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC424012.

e) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a bank, involving allegations of misclassification of the "Assistant Branch Manager" position. On August 27, 2013, the court granted final approval of the class and PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-273194-LHB.

f) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national wholesale distributor of plumbing and builder supplies, involving allegations of misclassification of multiple salaried "manager" positions. On May 22, 2014, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

g) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class action against a multinational corporation that provides global workplace solutions, involving allegations of misclassification of the "Operations Manager" position. On September 16, 2014, the court granted plaintiff's motion for class certification. The Los Angeles County Superior Court Case Number is BC478769.

h) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national retailer of household items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CGC-13-532344.

i) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA action involving allegations of misclassification of the salaried

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residential "Property Manager" position. On September 17, 2015, the court granted plaintiff's motion for class certification. On October 20, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC474784.

j) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of upscale hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination Proceeding Number is 4794.

k) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

l) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel, accessories, and home products, involving allegations of misclassification of the "Department Manager" position. On August 12, 2016, the court granted the plaintiffs' motion for class certification in part and certified a class. On August 6, 2019, the court granted final approval of the class action settlement. The Alameda County Superior Court Case Number is RG13680477.

m) LFJ represented the plaintiff in a PAGA representative action against a real estate and property management company, on behalf of non-exempt employees. On November 4, 2016, the court granted approval of the PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

n) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-exempt employees. On November 18, 2016, the court granted final approval of the class

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and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a foodservice distributor, on behalf of non-exempt employees. On January 26, 2017, the court granted final approval of the class and PAGA representative action settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, which resulted in a published opinion by the California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

q) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a consumer packaging company, on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC590429.

r) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a manufacturer of food service industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval of the class and PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00810013-CU-OE-CXC.

s) LFJ in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a lumber and hardware company on behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the

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class and PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2014-00747750-CU-OE-CXC.

t) LFJ represented the plaintiff in a wage-and-hour class and PAGA representative action against a property management company, on behalf of non-exempt employees. On June 14, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC586234.

u) LFJ represented the plaintiff in a wage-and-hour class and PAGA representative action against a food company on behalf of non-exempt employees. On June 30, 2017, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175871.

v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a chocolate company on behalf of non-exempt employees. On July 19, 2017, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG15764300.

w) LFJ represented the plaintiff in a PAGA representative action, against the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On October 18, 2017, the court granted approval of the PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC569664.

x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a manufacturer of plastic containers on behalf of non-exempt employees. On October 31, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC577233.

y) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On December 11, 2017, the court granted final approval of the class and PAGA

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representative action settlement. The Los Angeles County Superior Court Case Number is BC569646.

z) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a property management company on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding Number is 4819.

aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and representative action against a global provider of flexible office space solutions. On February 15, 2018, the court entered an order granting final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC498401.

bb) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees. On October 15, 2018, the court granted the plaintiff's motion for class certification. On March 10, 2023, the court granted final approval of the class action settlement. The Tulare County Superior Court Case Number is VCU264528.

cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a behavioral health service provider on behalf of non-exempt employees. On November 13, 2018, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG16811450.

dd) LFJ, in association with co-counsel therein, represented the plaintiff in a PAGA representative action against a global provider of products and services to the energy industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court granted approval of the PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-280215-SDC.

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ee) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class action against a parking company on behalf of non-exempt employees. On September 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is 4886.

ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

hh) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a medical equipment supplier on behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion for class certification and certified a class. On November 2, 2023, the court granted final approval of the class and PAGA representative action settlement. The San Bernardino County Superior Court Case Number is CIVDS1505744.

ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a notable decision from the California Supreme Court clarifying the law regarding PAGA claims, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted

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approval of the PAGA representative action settlement. The San Diego County Superior Court Case Number is 37-2016-00005578-CU-OE-CTL.

jj) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a large national drug testing laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion for class certification and certified a class. On October 28, 2022, the court granted final approval of the class and PAGA representative action settlement. The San Diego County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of sportswear, footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's motion for class certification and certified a class. The Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the Judicial Council Coordination Proceeding Number is 4930.

ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a plastic packaging company on behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On November 8, 2021, the court granted approval of the partial settlement of the action. On April 22, 2024, the court granted approval of the PAGA settlement and entered an order dismissing the action. The San Bernardino County Superior Court Case Number is CIVDS1507361.

mm) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against manufacturer and supplier of power products and services on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On August 27, 2021, the court granted final approval of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-00025968-CU-OE-CTL.

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nn) LFJ represented the plaintiff in a wage-and-hour class action against a nutritional products manufacturer on behalf of non-exempt production line employees. On December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. On January 16, 2024, the court granted final approval of the class and PAGA representative action settlement. The Solano County Superior Court Case Number is FCS051001.

oo) LFJ represents the plaintiffs in a wage-and-hour class action against a manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The Los Angeles County Superior Court Case Number is BC707670.

pp) LFJ represents the plaintiffs in a wage-and-hour class action against a chain of restaurants on behalf of non-exempt employees. On July 22, 2024, the court granted in part the plaintiffs' motion for class certification and certified a class. The San Francisco Superior Court Cast Number is CGC-20-582809.

THE SETTLEMENT REACHED IN THE ACTION

(CMO, §§ (D)(1)(a)-(c))

8. This subsection addresses section (D)(1) of the Court's PAGA Case Management Order guidelines for this Court (the "CMO").

9. **The Settlement Agreement. (CMO, § (D)(1)(a).)** Attached hereto as "**EXHIBIT 1**" is the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), entered into between Plaintiff Jonathan Ramirez, for himself and on behalf of the State of California and other aggrieved employees pursuant to the Private Attorneys General Act, and Defendant Steele Canyon Golf Club Corporation ("Defendant"). The parties have also drafted and agreed to the form and content of a proposed cover letter ("Cover Letter") for mailing to Aggrieved Employees when Individual Settlement Shares are distributed to them in substantially the form attached as "EXHIBIT 1" to the [Proposed] Order and Judgment Granting Approval of Private Attorneys

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General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

10. **Mediation. (CMO, § (D)(1)(b).)** On October 7, 2024, the parties participated in a full-day mediation with mediator Tagore Subramaniam, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. Although the parties did not settle the matter on October 7, 2024, the parties continued settlement discussions thereafter, facilitated by Mr. Subramaniam. In the course of mediation and settlement negotiations, the parties discussed and considered all aspects of the case, including the risks and delays of proceeding with trial, the law relating to representative PAGA actions, off-the-clock theory, meal and rest periods, regular rate, Industrial Wage Orders, arbitration agreements, and wage-and-hour enforcement, the evidence produced and analyzed, the possibility of bifurcation of discovery and/or trial and appeals, and Defendant's financial circumstances, among other things (and, indeed, Defendant had filed a motion to bifurcate). Defendant provided, and Plaintiff's Counsel considered, information and documents regarding its financial circumstances. Ultimately, the parties reached a settlement on or about April 1, 2025, based on Mr. Subramaniam's mediator's proposal. During all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial position.

11. **Submission of the PAGA Notice and the Settlement Agreement to the LWDA. (CMO, § (D)(1)(c).)** On January 2, 2024, Plaintiff's Counsel provided the PAGA Notice, attached hereto as "**EXHIBIT 2**," to the LWDA via online submission and to Defendant via U.S. Certified Mail. Aside from confirmation of receipt, the LWDA did not respond to the PAGA Notice. In conformity with California Labor Code section 2699(l)(2), Plaintiff's Counsel is submitting the Settlement Agreement to the LWDA on the same day that the Motion for Approval (along with the Settlement Agreement) is being filed with Court; as set forth in the Proof of Service filed concurrently herewith, Plaintiff's Counsel is uploading the Motion for Approval and supporting papers (along with the Settlement Agreement) to the LWDA website in addition to serving Defendant's counsel with the papers.

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PAGA PENALTIES

(CMO, § (D)(2))

12. **Nature of the Alleged Violations. (CMO, § (D)(2)(a).)** As alleged in the PAGA Notice and in the Complaint in this Action, Plaintiff alleges that Defendant violated the California Labor Code, with respect to the Aggrieved Employees, by failing to pay minimum, regular, and overtime wages, failing to provide compliant meal and rest periods and associated premiums, failing timely to pay wages during employment and upon termination of employment, failing to provide complete and accurate wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs. Plaintiff alleges violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including, *inter alia* Wage Orders 4-2001, 5-2001, and 10-2001. Defendant disputes Plaintiff's allegations and that it violated any provisions of the California Labor Code of Industrial Welfare Commission Wage Orders. Defendant asserts that it maintained, and continues to maintain, legally-compliant employment policies and practices. Defendant has vigorously defended Plaintiff's allegations and has indicated it would continue to do so absent settlement.

13. **Number of Alleged Individual Violations. (CMO, § (D)(2)(b).)** The PAGA Period for this matter is January 2, 2023 to December 6, 2024. (Settlement Agreement, § 3(a)(5).) It is estimated that there are approximately 820 Aggrieved Employees who worked approximately 22,250 Compensable Pay Periods during the PAGA Period. (*Id.* § 3(b).)

14. **Total Amount of Potential Penalties. (CMO, § (D)(2)(c).)** Under PAGA, as amended, civil penalties to be assessed and collected by the state labor agency, for a violation of the California Labor Code, may, as an alternative, be recovered by an aggrieved plaintiff. If the California Labor Code already specifies and provides a civil penalty for the violation of a provision of the California Labor Code, said civil penalty is recoverable by the aggrieved employee plaintiff. Additionally, the PAGA statute establishes a civil penalty that is recoverable by an aggrieved employee plaintiff, for violation of provisions of the California Labor Code for

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which the California Labor Code does not specifically provide for a civil penalty, as follows: one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation. Cal. Lab. Code. § 2699(f). Pursuant to California Labor Code section 2699(i), seventy-five percent (75%) of the penalties recovered must be allocated to the State of California, with the remaining twenty-five percent (25%) allocated to the aggrieved employees. Arguably, the statute of limitations period applicable to such penalties is one year prior to the filing of the complaint. Cal. Civ. Proc. Code § 340. Plaintiff's Counsel estimates the following potential and risk-adjusted amounts for PAGA penalties:

A. Failure to Pay Wages

15. Plaintiff contended that Defendant failed to compensate Plaintiff and the Aggrieved Employees at their applicable minimum, regular, and overtime wages, and failed to compensate them for all hours that they worked. Plaintiff contended that Plaintiff and other Aggrieved Employees were required to meet unreasonable workloads that were not capable of being completed within the work hours scheduled, and that Plaintiff and other Aggrieved Employees were required to perform work off-the-clock.

16. California Labor Code section 510 provides that when an employee works more than eight (8) hours in any workday, more than forty (40) hours in any workweek, or the first eight (8) hours on the seventh consecutive day of work, the employer must pay the employee at least one and one-half times the employee's regular rate of pay for such overtime hours worked. The employer must pay the employee no less than twice his or her regular rate of pay for hours worked in excess of twelve (12) hours in one day or in excess of eight (8) hours on the seventh consecutive day of work. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order(s) provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

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17. California Labor Code section 1197 provides that it is unlawful to pay employees at a rate less than the minimum wage. California Labor Code section 1197.1 provides for penalties; the penalties that it provides for are civil penalties of one hundred dollars ($100) for an initial violation for each pay period on which an employee was underpaid and two hundred fifty dollar ($250) for each subsequent violation for each pay period on which an employee was underpaid. Cal. Lab. Code §§ 1197.1(a)(1)-(2).

18. Investigations show that Plaintiff and other Aggrieved Employees were regularly required to complete heavy workloads within their scheduled work times and were discouraged from working overtime hours due to strict company policy. As a result, Plaintiff and other non-exempt hourly paid employees were required to perform job duties such as discussing work tasks with supervisors and checking on inventory after clocking out for their scheduled shifts, and during meal and rest periods.

19. Defendant contended, *inter alia*, that its overtime policies and practices comply with California law, and that its hourly-paid or non-exempt employees are paid over the California minimum wage for all hours worked. Defendant further contended that its hourly-paid or non-exempt employees were responsible for accurately recording their own hours and that it was not aware that any work had been performed off-the-clock. Defendant also produced what it contended were records reflecting overtime compensation paid to many of the Aggrieved Employees (including and not limited to Plaintiff). Defendant further contended that individual liability issues predominate, including: (a) whether each employee worked off-the-clock; (b) whether Defendant knew or should have known about each employee's off-the-clock work; (c) whether each employee worked in excess of 8 hours in a day or 40 hours in a week; and (d) whether Defendant knew or should have known that each Aggrieved Employee performed overtime work.

20. Plaintiff's Counsel considered information obtained through investigations and obtained from Plaintiff and other Aggrieved Employees, as well as data provided by Defendant, and created valuation models. Based thereon and assuming that the Court would be satisfied that the PAGA claim was susceptible to being efficiently tried and adjudicated on a

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representative basis, and that it could be shown that civil penalties under California Labor Code are owed for each of the Aggrieved Employees who were estimated to have worked 22,250 pay periods during the PAGA Period in the statutorily-denominated amounts, the PAGA penalties at issue for failure to pay wages were estimated to be $2,225,000.00 (22,250 violations assuming every pay period had a violation x $100 assuming PAGA's default initial penalty applied).

21. However, this assumes an exposure based on Plaintiff having demonstrated all elements to prove wage violations, despite risks associated with continued litigation and trial. While Plaintiff's Counsel disagreed with Defendant's arguments and factual contentions, Plaintiff's Counsel recognized the realities of the case and took into consideration the evidence and information obtained through investigations as well as from Defendant, applicable statutory and case law, costs and expenses of further litigation, and risks to recovery, as well as the Court's discretion to reduce any assessed penalties, and applied appropriate discounts for settlement purposes. With such discounts, Plaintiff's Counsel valued this claim at approximately $100,000.00.

B. Failure to Provide Compliant Meal Periods and Associated Premiums

22. Plaintiff's theory of liability was also based on Defendant's failure to provide timely, full, and/or uninterrupted meal periods. Plaintiff contended, *inter alia*, that Plaintiff and other Aggrieved Employees regularly suffered short, late, or missed meal periods due to severe understaffing, heavy workloads, and strict deadlines.

23. Under California law, an employer must provide an employee with uninterrupted meal periods of not less than thirty (30) minutes before the employee works more than five (5) hours, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee. Cal. Lab. Code § 512(a). A second meal period of not less than thirty (30) minutes is required if an employee works more than ten (10) hours per day, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and employee only if the first meal period was not waived. *Id.* An "on-duty" meal period is illegal unless "the nature of the work prevents an employee from being relieved of all

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duty and when by written agreement between the parties an on-the-job paid meal period is agreed to." IWC Wage Orders 1 through 15, § 11; IWC Wage Order 16, § 10. An employer must pay each employee to whom it fails to "provide" a meal period one hour of wages at his or her regular rate of pay "for each work day that the meal or rest period is not provided." Cal. Lab. Code § 226.7(b). However, employees are exempt from the meal period requirements if their duties and responsibilities qualify for one or more of the exemptions under California law. See Cal. Lab. Code § 226.7(e); IWC Wage Orders 3 through 11, § 1(A).

24. Investigations show that Plaintiff and other Aggrieved Employees suffered non-compliant meal periods (i.e., missed, short, late, and/or interrupted) due to severe understaffing. Furthermore, Plaintiff and other Aggrieved Employees were often required to clock out for meal breaks, but were expected to continue working regardless to complete work or to cover short staffing. In addition, meal breaks were regularly short or interrupted, as supervisors spoke with Plaintiff and other Aggrieved Employees during breaks requesting or providing updates regarding work or requiring Plaintiff and Aggrieved Employees to come back to work before their meal break was done. Plaintiff's Counsel's analysis of a sampling of time records produced by Defendant indicated that approximately 17.47% of meal period eligible shifts had recorded a potential meal break violation.

25. Defendant contended that it had practices, policies, and procedures to provide meal periods every workday to its employees that fully complied with the law. To the extent that Aggrieved Employees failed to take their meal periods or took a short or late meal period, Defendant contended that they did so voluntarily and that all applicable meal periods were still provided to them. Thus, Defendant argued that it did not act unlawfully to deprive Aggrieved Employees of meal periods. Defendant's meal and rest period policy also informed and acknowledges that Aggrieved Employees could waive their meal periods in writing.

26. Plaintiff's Counsel considered information obtained through investigations and obtained from Plaintiff and other Aggrieved Employees, as well as data provided by Defendant, and created valuation models. Based thereon, and assuming that a court would be satisfied that the PAGA claim was susceptible to being efficiently tried and adjudicated on a representative

basis, and that it could be shown that civil penalties under the California Labor Code are owed for each of the Aggrieved Employees during the PAGA Period, in the statutorily-denominated amounts, the PAGA penalties at issue for failure to provide compliant meal periods and associated premiums, which the Court could determine whether or not to assess and whether or not to reduce, were estimated to be $1,112,500.00 (11,125 violations assuming every other pay period had a violation x $100 assuming PAGA's default initial penalty applied).

27. Plaintiff's Counsel considered the risk of further litigating the case, including the significant additional costs that will be incurred by both sides if the case does not settle, as litigating a representative action through trial and/or appeals is very expensive. Moreover, litigating the meal period claim would be inherently difficult as it would need to be proven that compliant meal periods were not provided, but time records would not indicate whether or not a meal period was interrupted. While Plaintiff's Counsel disagreed with Defendant's arguments and factual contentions, Plaintiff's Counsel recognized the realities of the case, statutory and case law, costs and expenses of further litigation, and risks to recovery, as well as the Court's discretion to reduce penalties, and applied appropriate discounts for settlement purposes. With such discounts, Plaintiff's Counsel valued this claim at approximately $80,000.00.

C. Failure to Provide Compliant Rest Periods and Associated Premiums

28. Plaintiff's theory of liability was also based on Defendant's failure to provide its employees with timely, full, and/or uninterrupted rest periods. Plaintiff contended that Plaintiff and other Aggrieved Employees regularly suffered missed, short, late and/or interrupted rest breaks for the same reasons as described above for why meal breaks were often non-compliant. California law requires an employer to provide rest periods to all employees at the rate of ten (10) minutes every four (4) hours of work or major fraction thereof. Cal. Lab. Code § 226.7. When an employer fails to provide a compliant rest period, the employer is required to either (a) provide another rest period or (b) pay one additional hour of pay at the regular rate of pay "for each work day that the meal or rest period is not provided." *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 271-272; Cal. Lab. Code § 226.7(b). However, employees are exempt

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from the rest breaks law, if their duties and responsibilities qualify for one or more of the exemptions under California law. See Cal. Lab. Code § 226.7(e); IWC Wage Order, § 1(A).

29. Defendant argued that, consistent with *Brinker*, it did nothing to impede, discourage, or dissuade employees from taking their rest periods, and it authorized and permitted employees to take rest periods.

30. Plaintiff's Counsel considered information obtained through investigations and obtained from Plaintiff and other Aggrieved Employees, as well as data provided by Defendant, and created valuation models. Based thereon, and assuming that the Court would be satisfied that the PAGA claim was susceptible to being efficiently tried and adjudicated on a representative basis, and that it could be shown that civil penalties under the California Labor Code are owed for each of the Aggrieved Employees during the PAGA Period, in the statutorily-denominated amounts, the PAGA penalties at issue for failure to provide compliant rest periods and associated premiums, which the Court could determine whether or not to assess and whether or not to reduce, were estimated to be $1,112,500.00 (11,125 violations assuming every other pay period had a violation x $100 assuming PAGA's default initial penalty applied).

31. In assessing the value of the PAGA penalties for rest period violations, Plaintiff's Counsel considered the risk of further litigating the case, as well as significant additional costs that will be incurred by both sides if the case does not settle, as litigating a representative action through trial and/or appeals is very expensive. Moreover, litigating the rest period claim would be inherently difficult as it would first need to be proven that compliant rest periods were not provided, but time records would not indicate whether a rest period is short, late, interrupted, or missed entirely. While Plaintiff's Counsel disagreed with Defendant's arguments and factual contentions, Plaintiff's Counsel recognized the realities of the case and applied discounts for settlement purposes in light of applicable statutory and case law, the costs and expenses of further litigation, as well as the Court's discretion to reduce penalties, and risks to recovery. With such discounts, Plaintiff's Counsel valued this claim at approximately $65,000.00.

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D. Failure to Timely Provide Wages During Employment and Upon Termination

32. California Labor Code section 204 provides that wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed. Further, all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, are due and payable between the 1st and the 10th day of the following month.

33. Plaintiff alleged that, as a result of the above-discussed alleged conduct, Defendant failed to pay Plaintiff and the Aggrieved Employees all wages due to them while they were employed by Defendant, within the time period permissible under California law. These wages included, but were not limited to, minimum, regular, and overtime wages and meal and rest break premium wages. However, arguably, violations of this provision of the California Labor Code overlap with and are already pursued as part of the allegations for the failure to pay wages and meal and rest premiums (which are already discussed herein)—this aspect may cause a court to exercise discretion to not assess separate penalties or to assess significantly reduced penalties. (Cal. Lab. Code § 2699(e)(1)-(2).)

34. California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. If an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours of quitting, unless the employee has given seventy-two (72) hours of notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

35. Plaintiff alleged that Defendant failed to pay Plaintiff and the other Aggrieved Employees all wages due to them upon termination, within the time period permissible under California law. For example, Plaintiff alleged that he and other Aggrieved Employees are entitled to unpaid wages arising from, *inter alia*, Defendant's failure to properly compensate

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them for all hours worked, as well as, meal and rest period premiums, thereby triggering waiting-time penalties under California Labor Code section 203.

36. Assuming that a court would be satisfied that the PAGA claim was susceptible to being efficiently tried and adjudicated on a representative basis, the civil penalties under the California Labor Code in connection with the alleged failure to timely pay all wages due upon termination to the approximately three hundred and sixty nine (369) Aggrieved Employees who separated from employment with Defendant, which the Court could determine whether or not to assess and whether or not to reduce, were estimated to be $36,900.00 (369 violations x $100 civil penalties). However, this presumes that Plaintiff would prevail on the allegations regarding unpaid wages and meal and rest period non-compliance, which is necessary to show that Defendant failed to timely pay wages that were due to the Aggrieved Employees.

37. Accordingly, in assessing the value of PAGA penalties premised on the failure to timely pay wages, Plaintiff's Counsel took into consideration the chances of proving the alleged wage-and-hour violations, as well as the costs and expenses of further litigation, applicable statutory and case law, as well as the Court's discretion to reduce penalties and risks to recovery, and applied appropriate discounts for settlement purposes. With such discounts, Plaintiff's Counsel valued this claim at approximately $5,000.00.

E. Wage Statement Violations

38. Plaintiff also alleged that Defendant violated California Labor Code section 226(a). That section states that an employer must provide an accurate and itemized wage statement twice a month or each time wages are paid, whichever is the more frequent.

39. Based on information and data provided by Defendant, and assuming that an injurious wage statement could be proven for each of the pay periods worked by Aggrieved Employees during the PAGA Period, the PAGA civil penalties under the California Labor Code (in the statutorily-denominated amounts) for failure to provide compliant wage statements, which the Court could determine whether or not to assess and whether or not to reduce, were estimated to be $2,225,000.00 (22,250 violations assuming every pay period had a violation x $100 assuming the default penalty applied).

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40. Defendant contended that Defendant in fact furnished all proper wage statements to Plaintiff and other Aggrieved Employees. Defendant further contended, *inter alia*, that no actual injury could be shown. When assessing the value of PAGA penalties for wage statement violations, Plaintiff's Counsel considered these factors, the derivative nature of this alleged wage-and-hour violation, the chances of proving each of other alleged wage-and-hour violations, applicable statutory and case law, costs and expenses of further litigation and trial, as well as the Court's discretion to reduce penalties and risks to recovery, and applied appropriate discounts for settlement purposes. With such discounts, Plaintiff's Counsel valued this claim at approximately $70,000.00.

F. Failure to Maintain Requisite Payroll Records

41. Plaintiff alleged that Defendant had intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily by, and the wages paid to, Plaintiff and the Aggrieved Employees. Plaintiff also alleged that Defendant's intentional and willful failure to keep accurate payroll records violated the statutorily-protected right to accurate and complete payrolls records.

42. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records must be kept in accordance with rules established for this purpose by the Labor Commissioner, but in any case, shall be kept on file for not less than three years. Under California Labor Code section 1174.5, a willful violation of the employer's recordkeeping obligations set forth in California Labor Code 1174(d) is subject to a civil penalty of $500.

43. Defendant contended that Plaintiff and Aggrieved Employees suffered no actual injury or damage from the alleged recordkeeping violations. Like the wage statement allegations, this allegation is entirely derivative of allegations regarding failure to pay wages and failure to provide compliant meal and rest periods and associated premiums.

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44. If Plaintiff proved that Defendant willfully failed to maintain complete and accurate payroll records for eight hundred and twenty (820) Aggrieved Employees, the PAGA civil penalties under the California Labor Code for said violations, which the Court could determine whether or not to assess and whether or not to reduce, would amount to $410,000.00 (820 aggrieved employees x $500). However, this figure assumes that Plaintiff would be able to prove all elements of the underlying allegations. In other words, Plaintiff would have to prove, for example, that all hours of work had not been recorded and compensated properly and accurately, and that non-compliant meal and rest breaks did occur, but Defendant did not provide premium pay for them, etc., in order to demonstrate that Defendant failed to maintain accurate and complete payroll records. It also assumed that Plaintiff would be able to recover the statutorily-denominated amount of penalties.

45. As such, when assessing the value of PAGA penalties for violation of California Labor Code section 1174(d), Plaintiff's Counsel took the foregoing factors into account, as well as Defendant's defenses and contentions, the derivative nature of this alleged wage-and-hour violation, the chances of proving the other alleged wage-and-hour violations, the inherent difficulty in proving the "willful" prong of California Labor Code section 1174.5, applicable statutory and case law, costs and expenses of further litigation and trial, the Court's discretion to reduce penalties, and risks to recovery, and applied appropriate discounts for settlement purposes. With such discounts, Plaintiff's Counsel valued this claim at approximately $30,000.00.

G. Unreimbursed Business Expenses

46. Plaintiff contended that Defendant had failed to reimburse Plaintiff and the other Aggrieved Employees for necessary business expenses, including, but not limited to, the costs associated with being required to use Plaintiff's personal cell phone to receive calls and texts from supervisors regarding work issues, being required to purchase clothing and footwear in order to comply with Defendant's dress code and footwear requirements, and being required to purchase chef knives to complete assigned work tasks.

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47. California Labor Code section 2802 requires an employer to indemnify its employees for all necessary expenditures made by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

48. Defendant contended that it had a policy and practice of reimbursing employees for necessary business-related expenses. Defendant contended that, with respect to the alleged expenses for which Plaintiff and Aggrieved Employees never requested reimbursement from Defendant, it did not know and had no reason to know that alleged business-related expenses had been incurred.

49. Defendant also contended that any expenses incurred by Plaintiff and other Aggrieved Employees were not necessary or reasonable, were not incurred in direct consequence of the discharge of their duties, and/or were not incurred in direct consequence of their obedience to the directions of Defendant, nor was there any reasonable basis why Defendant knew or should have known of any such purported expenditures or losses.

50. Counsel considered Defendant's defenses as well as case law and labor agency policy guidance, indicating that stating a preference for and/or requiring clothing, does not trigger the employer's obligation to reimburse for said required clothing, e.g., courts have found that employers may specify basic wardrobe items which hare "usual and generally usable in the occupation" without requiring the employer to pay for and/or furnish such items, and that only clothing or footwear of a distinctive design and/or color could be considered a "uniform" within the meaning of the California Labor Code. See, e.g., *Townley v. BJ's Restaurants, Inc.* (2019) 37 Cal.App.5th 179, 184-186.

51. By Plaintiff's calculation, if Plaintiff proved that Defendant willfully failed to reimburse necessary business-related expenses for each of the Aggrieved Employees each pay period during the PAGA Period, the PAGA civil penalties under the California Labor Code (in the statutorily-denominated amounts) for failure to reimburse business expenses, which the Court could determine whether or not to assess and whether or not to reduce, were estimated to be $2,225,000.00 (22,250 violations assuming every pay period had a violation x $100 assuming the default penalty applied). Additionally, Plaintiff's Counsel took into consideration the

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additional costs attendant to, and risk of, establishing that expenses were incurred and that the nature of the expenses were such that Defendant was required to reimburse them. While Plaintiff's Counsel disagreed with Defendant's arguments and factual contentions, Plaintiff's Counsel considered the realities of Defendant's arguments, the costs and expenses of further litigation and trial, the statutory and case law, and the risks to recovery, the Court's discretion to reduce penalties, and applied appropriate discounts for settlement purposes. With such discounts, Plaintiff's Counsel valued this claim at approximately $50,000.00.

H. Risks Considered in Reaching Settlement.

52. Although the potential PAGA penalties at issue in this matter are substantial, there are also significant risks. First, there is the risk that Defendant would be able to establish a defense or defenses to liability. From the inception of this litigation, Defendant indicated that it would aggressively litigate this case and contended that it would ultimately succeed in the action. Defendant maintained several defenses to Plaintiff's allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendant maintained and continues to maintain that it had legally-compliant employment policies and practices throughout the PAGA Period. Defendant denied and continues to deny that it ever violated any provision of the California Labor Code and argued, that, even if, *arguendo*, such violations occurred, it will not be treated as having engaged in subsequent violations giving rise to heightened penalties. In other words, Defendant argued that heightened civil penalties for subsequent violations would not be assessed unless it could be shown that Defendant had notice that it was violating the law, e.g. because it had already been cited by a labor agency or adjudged by a court to have done so. *See, e.g., Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.4th 1157, 1209. Defendant argued that it would be able to show a lack of willfulness in the violations, such that the alleged California Labor Code violations would not be considered "willful." Defendant contended that, at best, even if a violation giving rise to a penalty was shown for each pay period, only the lower civil penalty associated with initial violations would apply.

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53. Importantly, Defendant also contended that the claims of Plaintiff and other Aggrieved Employees are subject to enforceable arbitration agreements that included a waiver of the right to join or participate in a class action or representative action, act as a private attorney general or representative of others, or otherwise consolidate a covered claim with others. Defendant contended that, taken together, these agreements would have claim preclusive impact, or otherwise, could effectively be used to require Aggrieved Employees to engage in individual arbitration of their individual claims on which the PAGA claim is predicated. There is uncertainty regarding PAGA claims due to decisions of the high courts and recent amendment of the PAGA statute. The decisions of the high courts include, and are not limited to the U.S. Supreme Court's decision in *Viking River Cruises, Inc. v. Moriana* (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940, and the California Supreme Court's decision in *Adolph v. Uber Technologies*, (2023) 14 Cal.5th 1104. The decision by the California Supreme Court in *Adolph v. Uber Technologies* confirms that PAGA representative claims are viable and can continue to be prosecuted, however it also suggests, that trial courts will stay the representative/non-individual PAGA claims pending arbitration of a plaintiff's individual PAGA claims (as was done in this very lawsuit). The *Adolph v. Uber Technologies* decision also suggests that, if a plaintiff is determined to not be an "aggrieved employee" for PAGA purposes, issue preclusion could apply and, once reduced to a final judgment, trial courts are bound by the arbitrator's determination and the plaintiff loses standing to pursue non-individual PAGA claims. Furthermore, the recent amendment of the PAGA statute enacted on July 1, 2024, adopting, *inter alia*, modified standing requirements, codifying a manageability requirement, capping civil penalties that can be assessed against an employer if an employer meets certain conditions, and allowing an employer to cure violations to avoid the assessment of civil penalties if an employer meets certain conditions, has created uncertainty regarding the future of claims for civil penalties under PAGA. As such, at the time that the parties reached the settlement, and also now, there is uncertainty regarding the PAGA claim.

54. Second, even if Defendant failed on its defenses, Plaintiff would inevitably face other challenges in court. Defendant challenged Plaintiff's standing as an aggrieved employee

and denied that any of Defendant's other employees, with respect to whom Plaintiff seeks civil penalties, were aggrieved. Aside from challenges relating to standing, Defendant sought bifurcation of discovery and/or trial of the PAGA claim — multiple courts have taken such an approach, for example, limiting discovery or trial of the issues to plaintiff. Defendant also contended that an important feature of the PAGA statute is that a court has discretion to reduce the penalties to be assessed against the employer pursuant to California Labor Code section 2699(e)(1)-(2). As discussed above, Defendant denied and continues to deny that it ever violated any provision of the California Labor Code. Defendant also argued that trial courts are unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem.

55. Counsel for the parties invested time reviewing, analyzing, and considering relevant information, documents, and data regarding Plaintiff's and Aggrieved Employees' employment with Defendant, and this information made it possible to calculate the potential value and strength of the PAGA claim. Accordingly, the parties have conducted adequate investigation and review of information to be sufficiently apprised of the nature and extent of the PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The parties have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well as the costs, risks, and delays to both sides that would attend arbitration and court proceedings. The Settlement takes into account the strengths and weaknesses of each side's position, the facts and circumstances of the case, and the uncertainty of how the case might have concluded in arbitration proceedings, at trial, and/or upon appeal.

J. Summary

56. The foregoing discussion confirms that the amount of the Settlement is adequate in light of the legal basis, facts, evidence, and circumstances in connection with Plaintiff's allegations and the PAGA claim. The conclusion to be drawn from the foregoing analysis is

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that neither liability nor the ability to adjudicate and/or recover civil penalties on a representative basis is clear-cut, which is why the parties elected to settle this matter. Plaintiff's Counsel considered the defenses asserted, information and evidence obtained, and circumstances in this case, which posed risks to representative adjudication and monetary recovery. Plaintiff's Counsel also considered the fact that, by law, the Court has the discretion to reduce and/or assess lower penalties, that it was not clear that heightened penalties would apply, and that stacking and/or cumulative penalties may not be allowed.

ATTORNEYS' FEES AND COSTS

(CMO, § (D)(3))

57. **Attorneys' Fees.** Plaintiff's Counsel requests attorneys' fees in the amount of $262,500.00, which is thirty-five percent (35%) of the Total Settlement Amount of $750,000.00. Pursuant to the contingency-fee agreement entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to a contingency fee of at least thirty-five percent (35%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel have shown; (4) the results that Plaintiff's Counsel have achieved in the litigation; (5) the value of the settlement that Plaintiff's Counsel have achieved in the case; and (6) the other cases that Plaintiff's Counsel have turned down in order to devote their time and efforts to this case.

58. Attorneys at Lawyers *for* Justice, PC have spent a total of **272.80 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 3**" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers *for* Justice, PC and the time incurred in performing those services. These hours include work done by myself and several other attorneys at the firm who are identified in the chart below. Each of the attorneys identified below performed their work in this matter exclusively on a contingency basis. Lawyers *for* Justice, PC also had litigation support personnel actively engaged in assisting with the prosecution of the matter.

59. The work performed in this matter, the background of Lawyers *for* Justice, PC, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, support a reasonable, blended hourly rate of compensation of at least $850 per hour for work performed by Lawyers *for* Justice, PC. Thus, the base lodestar value is **$231,880.00** ($850 x 272.80 hours). Lawyers *for* Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least $850 per hour for legal services performed, by courts granting approval of settlements in other wage-and-hour class action and/or representative action cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment*, *Inc.*, *et al*. (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved compensation at the rate of $936.47 per hour; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved compensation at the rate of $919.57 per hour; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved compensation at the rate of $855.96 per hour.

60. Plaintiff's Counsel engaged in informal discovery with Defendant to evaluate the potential PAGA penalties at issue in this case. Plaintiff's Counsel obtained and considered substantial information, documents, and data from Plaintiff, Defendant, and other sources. In advance of the October 7, 2024 mediation, Plaintiff's counsel analyzed this documentation and information to prepare detailed analyses of potential PAGA penalties, which analyses were then used in mediation.

61. The matter did <u>not</u> settle at the October 7, 2024 mediation. Over the course of the action, Defendant produced, and Plaintiff's counsel analyzed, a large volume of documents. The information, documents, and data that were reviewed and analyzed by Plaintiff's Counsel included, and were not limited to, the employment records of Plaintiff, a sampling of aggrieved employees' time and pay data, Defendant's Employee Handbook, Defendant's financial documents, , among other documents. Other work performed by Plaintiff's Counsel included,

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but was not limited to: meeting and conferring with Defendant's counsel regarding the mediation and settlement, among other issues; case strategy and analysis; drafting, reviewing, and revising pleadings, motion papers (including Plaintiff's Opposition to Defendant's Motion to Bifurcate), initial discovery requests, and the mediation brief; and preparing for and participating in the mediation and settlement negotiations as well as court proceedings. Counsel for the parties have further invested time to research the applicable law, which is evolving as it relates to representative PAGA actions, off-the-clock theory, regular rate, wage-and-hour enforcement, and arbitration agreements, Plaintiff's claims and allegations, and Defendant's defenses, as well as facts discovered

62. **Litigation Costs.** Plaintiff's Counsel has incurred $**16,990.10** in litigation costs and expenses as reflected in the Case Cost Detail attached hereto as "**EXHIBIT 4**." It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in the action. These expenses were reasonable and necessary in the prosecution of the action and to obtain the Settlement, and the amount sought is less than the maximum amount ($25,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses. (Settlement Agreement, § 3(a)(1).)

GENERAL RELEASE FEE TO PLAINTIFF

(CMO, §§ (D)(4)-(D)(5))

63. For his individual release of claims, the Settlement provides a General Release Fee to Plaintiff in the amount of **$7,500.00** to be paid out of the Total Settlement Amount. (Settlement Agreement, § 3(a)(2).) The requested General Release Fee is fair and appropriate. It is also worth noting that Plaintiff has undertaken significant efforts and work to spearhead the pursuit of this matter.

64. By initiating and pursuing the action, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort discussing his employment with Plaintiff's Counsel, gathering and producing relevant documents and information, and providing the facts

and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever his counsel needed him and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim.

65. Plaintiff took on the challenge and risk of commencing and maintaining this action, and he has not yet received any monetary benefit for serving as a PAGA representative or for the help he has provided to Plaintiff's Counsel, to date. Plaintiff put his own interests aside and brought a lawsuit not just for his own benefit, but instead, a lawsuit as a proxy and agent of the State of California, to seek enforcement of the law and recovery of civil penalties pertaining to all Aggrieved Employees. Plaintiff retained Lawyers *for* Justice, PC to represent him in this action, and Lawyers *for* Justice, PC has incurred expenses on Plaintiff's behalf (as discussed in Paragraph 66, infra), to further prosecution of this action.

66. Under the terms of the Settlement Agreement § 8(b), upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by the Settlement Agreement, Plaintiff, individually and on behalf of his heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from the following claims:

> any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendant and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542. (Settlement Agreement, § 8(b).)

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67. Accordingly, it is appropriate and just for Plaintiff to receive a General Release Fee in the amount of $7,500.00, for his broader release and waiver of claims and California Civil Code section 1542 waiver.

SETTLEMENT ADMINISTRATOR

(CMO, § (D)(8))

A. Bids from PAGA Settlement Administrators. (CMO, § D(8)(a).)

68. Plaintiff's Counsel obtained a bid from multiple third-party administrators, including Simpluris, Inc. ("Simpluris"). Simpluris submitted a bid offering to handle the administration of the Settlement for an estimated amount of $5,880 (and a capped total of $6,500). Upon reviewing the bid from Simpluris, the parties chose Simpluris, due to the parties' positive experiences working with Simpluris and its lowest bid amount. The costs include, but are not limited to, expenses for preparing, printing, and mailing the Cover Letter and Individual Settlement Shares checks to the Aggrieved Employees (i.e., PAGA Settlement Package); performing skip-trace searches; re-mailing the returned PAGA Settlement Packages to any updated addresses located; and handling inquiries from Aggrieved Employees regarding the Settlement, among other things. Simpluris has also provided a declaration which Plaintiff's Counsel submits concurrently with this filing.

DISTRIBUTION OF UNCASHED CHECKS

(CMO, § (D)(10))

69. The Settlement Agreement provides that the Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for 180 calendar days, and thereafter shall be canceled. (Settlement Agreement, § 7(c)(4).) Funds associated with canceled checks will be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of their respective Individual Settlement Share(s). (*Id.*)

CONCLUSION

70. Based on my substantial experience in prosecuting wage-and-hour class and PAGA actions and analysis of the potential PAGA penalties at issue in this matter and of

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Defendant's potential defenses to liability, and taking into consideration the inherent delay, costs and risks of continued litigation (including potential appeals), I believe that the Settlement is a good result for the Aggrieved Employees and the State of California, is fair, reasonable, and adequate and promotes PAGA's purpose to remediate labor law violations, deter future ones, and maximize enforcement of California's labor laws.

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

Executed this 23rd day of January 2026.

Vartan S. Madoyan

Vartan Madoyan

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EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is entered into by and between Jonathan Ramirez ("Plaintiff"), for himself and as a representative of the State of California with respect to the Aggrieved Employees (as defined in Section 3(a)(5) below) and Steele Canyon Golf Club Corporation ("Defendant"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

1. **Recitals**. This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from approximately November 2022 to approximately June 2023;

(b) On January 2, 2024, Lawyers *for* Justice, PC ("Plaintiff's Counsel"), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency ("LWDA") and Defendant, to notify the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA") of Plaintiff's intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 10-2001, thereby initiating LWDA Case Number LWDA-CM-1002620-24 (the "PAGA Notice");

(c) On March 11, 2024, Plaintiff filed his Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"), commencing a representative action under PAGA against Defendant, entitled *Jonathan Ramirez v. Steele Canyon Golf Club Corporation*, Riverside Superior Court Case No. CVPS2401527 (the "Action"). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for alleged violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) On October 7, 2024, the Parties mediated the Action with Tagore Subramaniam, Esq. but were unable to resolve the matter at that time. Following ongoing litigation and subsequent settlement negotiations with the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein on April 1, 2025, to resolve the Action in its entirety;

(e) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 8(a) below).

2. **No Admission of Wrongdoing**. The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration**.

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of Seven Hundred Fifty Thousand Dollars and Zero Cents ($750,000.00) (the "Total Settlement Amount") to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys' fees in the amount of Thirty Five Percent (35%) of the Total Settlement Amount, which is Two Hundred Sixty-Two Thousand Five Hundred Dollars and Zero Cents ($262,500.00) if the Total Settlement Amount remains $750,000.00, and reimbursement of litigation costs and expenses in the amount of up to Twenty Five Thousand Dollars and Zero Cents ($25,000.00) (collectively, "Attorneys' Fees and Costs") to Plaintiff's Counsel, which Defendant will not contest.

(2) A general release fee of up to the amount of Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) ("General Release Fee") to Plaintiff, which Defendant will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Ten Thousand Dollars and Zero Cents ($10,000.00) ("Settlement Administration Costs") to Simpluris, Inc. (the "PAGA Settlement Administrator").

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to all current and former hourly-paid or non-exempt employees Defendant in the State of California during the PAGA Period (the "Aggrieved Employees"). The period January 2, 2023 to December 6, 2024 is the "PAGA Period". The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(b) The Aggrieved Employees are estimated to consist of approximately 820 individuals who were employed for approximately 22,250 Compensable Pay Periods. If the actual number of Compensable Pay Periods during the PAGA Period is more than ten percent (10%) above 22,250, the Total Settlement Amount will be increased by the percentage that the actual number exceeds 24,475 Compensable Pay Periods.

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required**. Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement

Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds**.

(a) Subject to Section 4 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement**.

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Megan Childress, Kate Den Bleyker, and Kris Khodaverdian of O'Hagan Meyer ("Defendant's Counsel") for review; Defendant's Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

7. **Payment of Total Settlement Amount / Notice to Recipients**.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement

Administrator for administration of this Settlement, within thirty (30) calendar days after Defendant is served with the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each were employed between January 2, 2023 to December 6, 2024 ("Compensable Pay Periods"), which will be calculated by the PAGA Settlement Administrator by calculating the workweek total of all California non-exempt employees from the employee's hire date or statutory period start date (whichever is later) through the employee's separation date (where applicable) or the end of the PAGA Period, whichever is earlier. Considering there are 24 semi-monthly pay periods per year, which equates to roughly one pay period for every 2.167 weeks (52 weeks/yr. ÷ 24 pay periods/yr. = 2.167 weeks/pay period), the total workweeks is then divided by 2.167 to reach the estimated pay periods. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually credited with by the total aggregate number of Compensable Pay Periods credited to all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than seven (7) calendar days after Defendant is served with the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) dates of employment as an hourly-paid or non-exempt employee in California during the PAGA Period; and (vi) such other information as is necessary for the PAGA Settlement Administrator to calculate Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the

PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for one hundred and eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel. At the request of Plaintiff's Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff's Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

8. **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California**.

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, the Aggrieved Employees and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendant, including Defendant's past, present and future parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors, partners, and assigns, and their current and former executive-level employees, attorneys, officers, directors, principals, trustees, shareholders, owners, members, managers, DBA's, administrators, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under

California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and/or the PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide a day of rest, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 10-2001 (collectively, the "Released Claims").

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of his heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendant and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by his to exist may hereafter be discovered. It is Plaintiff's intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims he now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

9. **Governing Law and Interpretation**.

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

10. **Amendment**. This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

11. **Miscellaneous**.

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Tagore Subramaniam. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Electronically Signed 2025-05-12 19:24:30 UTC - 174.218.117.72
Nintex AssureSign® 8169c08f-6dd2-4bf8-89ca-b2db0124d708

Date: 05/12/2025, 2025

Jonathan Ramirez
Individually and On Behalf of
the State of California with Respect to Aggrieved Employees

Steele Canyon Golf Club Corporation

Date: 5/14, 2025

Name: LARRY TAYLOR
Title: CEO

Approved as to form and content.

LAWYERS *FOR* JUSTICE, PC

Date: May 12, 2025

Arby Aiwazian
Joanna Ghosh
Melissa LeBlanc-Mansell
Attorneys for Plaintiff Jonathan Ramirez

O'HAGAN MEYER

Date: May 16, 2025

Megan Childress
Kate Den Bleyker
Kris Khodaverdian
Attorneys for Defendant Steele Canyon Golf Club Corporation

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Jonathan Ramirez v. Steele Canyon Golf Club Corporation*, Riverside Superior Court Case No. CVPS2401527

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Jonathan Ramirez v. Steele Canyon Golf Club Corporation*, Riverside Superior Court Case No. CVPS2401527 ("Action").

The lawsuit was filed on March 11, 2024 by Jonathan Ramirez ("Plaintiff") against his former employer, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide a day of rest, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on January 2, 2024, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 10-2001, thereby initiating LWDA Case Number LWDA-CM-1002620-24 (the "PAGA Notice").

As relevant to the enclosed check, the lawsuit alleged that Steele Canyon Golf Club Corporation ("SCGCC") violated the Labor Code. SCGCC denied the allegations but reached a settlement to avoid the expense and disruption of further litigation.

On << Date>>, the Court entered the order approving the settlement. You are receiving this check because you worked for SCGCC as a non-exempt hourly employee during the time period of January 2, 2023 to December 6, 2024. The settlement includes a full release of the claim to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 10-2001 ("Released Claims") as of the date the Court entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, as to the Released Parties.

"Released Parties" means Defendant, including Defendant's parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

Any claims for wages that you may have are not released by this settlement.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share. Enclosed you will also find an IRS form 1099 for 100% of this payment. This payment will be reported to the IRS through form 1099 and you are responsible for tax payments, if any, that result from this payment. Please cash or deposit the check on or before its printed void date. Checks will not be reissued by Simpluris, Inc. after the funds are transmitted to the State Controller's Office Unclaimed Property Division.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact Simpluris, Inc. at [toll-free phone number].

EXHIBIT 2

January 2, 2024

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: ***STEELE CANYON GOLF CLUB CORPORATION***

Dear Representative:

We have been retained to represent Jonathan Ramirez against Steele Canyon Golf Club Corporation (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Steele Canyon Golf Club") for violations of California wage-and-hour laws. Mr. Ramirez seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Ramirez seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Steele Canyon Golf Club employed Mr. Ramirez as an hourly-paid, non-exempt employee from approximately November 2022 to approximately June 2023, in the State of California.

The "aggrieved employees" that Mr. Ramirez may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Steele Canyon Golf Club has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, 5-2001, and 10-2001.

Steele Canyon Golf Club required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Ramirez and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Ramirez and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Steele Canyon Golf Club required Mr. Ramirez and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Steele Canyon Golf Club failed to pay Mr. Ramirez and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Steele Canyon Golf Club failed to pay Mr. Ramirez and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Steele Canyon Golf Club did not provide Mr. Ramirez and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Steele Canyon Golf Club were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Ramirez and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Ramirez and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Ramirez and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Ramirez and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Ramirez and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Steele Canyon Golf Club failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Ramirez and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Steele Canyon Golf Club did not provide Mr. Ramirez and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee … under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 10-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Steele Canyon Golf Club failed to pay Mr. Ramirez and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Ramirez and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Steele Canyon Golf Club failed to pay Mr. Ramirez and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Ramirez and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Ramirez and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Steele Canyon Golf Club. These costs include, but are not limited to, the use of a personal phone for work-related tasks, the use of mileage on a personal vehicle for work-related tasks, the purchasing and maintenance of clothing and footwear in compliance with the dress code, and the purchasing and maintenance of supplies.

Therefore, on behalf of all aggrieved employees, Mr. Ramirez seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

Gabriella Solé

Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Steele Canyon Golf Club Corporation
c/o Jason Cho
Agent for Service of Process
3199 Stonefield Dr
Jamul, CA 91935

LS

LAWYERS FOR JUSTICE P.C.

410 ARDEN AVE, SUITE 203 / GLENDALE, CA 91203

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$8.53 0
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Steele Canyon Golf Club Corporation
c/o Jason Cho
Agent for Service of Process
3199 Stonefield Dr
Jamul, CA 91935

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Steele Canyon Golf Club Corporation
c/o Jason Cho
Agent for Service of Process
3199 Stonefield Dr
Jamul, CA 91935

PAGA Notice

City, Jonathan Ramirez v Steele Canyon Golf Club Corp

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: *COMPLETE THIS SECTION*

- 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.

Steele Canyon Golf Club Corporation
c/o Jason Cho
Agent for Service of Process
3199 Stonefield Dr
Jamul, CA 91935

9590 9402 8200 3030 6857 37

2. Article Number *(Transfer from service label)*

7021 2720 0000 9839 2202

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON

A. Signature
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B. Received by *(Printed Name)*

D. Is delivery address different fro
If YES, enter delivery address

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
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UNITED STATES POSTAL SERVICE.

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Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		$0.66
Jamul, CA 91935			
Weight: 0 lb 0.90 oz			
Estimated Delivery Date Sat 01/06/2024			
Certified Mail®			$4.35
Tracking #: 70212720000098392202			
Return Receipt			$3.55
Tracking #: 9590 9402 8200 3030 6857 37			
Affixed Postage			-$8.56
Affixed Amount: $8.56			
Total			$0.00

Grand Total: $0.00

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

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- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- $0.00

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01/02/2024

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Steele Canyon Golf Club Corporation
c/o Jason Cho
Agent for Service of Process
3199 Stonefield Dr
Jamul, CA 91935

PAGA Notice

City Jonathan Ramirez v Steele Canyon Golf Club Corp

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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SENDER: COMPLETE THIS SECTION

- 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.

1. Article Addressed to:

Steele Canyon Golf Club Corporation
c/o Jason Cho
Agent for Service of Process
3199 Stonefield Dr
Jamul, CA 91935

9590 9402 8200 3030 6857 37

2. Article Number *(Transfer from service label)*
7021 2720 0000 9839 2202

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☒ Addressee

B. Received by *(Printed Name)* B McIlrath

C. Date of Delivery 01/04/24

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
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- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

EXHIBIT 3

JONATHAN RAMIREZ V. STEELE CANYON GOLF CLUB CORPORATION
Riverside County Superior Court Case No. CVPS2401527

ATTORNEY TASK AND TIME CHART

TASK	**LAWYERS *for* JUSTICE, PC**
Investigation and Research / Due Diligence	
Meet, Communicate with, and/or Review Communication with Plaintiff Jonathan Ramirez ("Plaintiff")	26.50
Investigate, Communicate with, Interview, and/or Review Communication with Aggrieved Employees and/or Percipient Witnesses	8.50
Review and Analyze Court Filings in *Gerardo Ayala v. Steele Canyon Golf Club Corporation, et al.*, Orange County Superior Court, Case No. 30-2021-01195684	1.50
Pleadings and Court Filings	
Investigate the Merits of Plaintiff's Private Attorneys General Act ("PAGA") Claim, Conduct Legal Research and Analysis of PAGA Claim, and Draft, Review, and/or Revise Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on March 11, 2024)	7.50
Review Court's Notice of Case Management Conference and Notice of Department Assignment (filed on March 15, 2024)	0.20
Draft Notice of Case Management Conference (filed on April 5, 2024)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Stipulation and [Proposed] Order Staying Action Pending Mediation (filed on May 9, 2024)	1.30
Review Court's Minute Order Re: Stipulation and [Proposed] Order Staying Action Pending Mediation (filed on May 15, 2024)	0.10

Review Court's Minute Order Re: Hearing re: Stipulation and [Proposed] Order Staying Action Pending Mediation (filed on May 23, 2024)	0.10
Draft Plaintiff's Case Management Statement (filed on October 28, 2024)	0.50
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Case Management Statement (filed on October 31, 2024)	0.80
Review Court's Minute Order Re: Case Management Conference and Notice of Order to Show Cause Hearing (filed on November 12, 2024)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Stipulation and [Proposed] Order Granting Defendant's Leave to File Answer to Complaint (filed on November 18, 2024)	1.10
Draft Plaintiff's Notice of Minute Order (filed on November 19, 2024)	0.10
Review Court's Order Granting Defendant's Leave to File Answer to Complaint (filed on November 22, 2024)	0.10
Review Defendant's Answer to Complaint for Violation of the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code § 2690, Et Seq.), and Research Affirmative Defenses in Defendant's Answer (served on November 25, 2024)	1.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Stipulation and [Proposed] Protective Order – Confidential Designation Only (filed on December 13, 2024)	1.50
Review Court's Order Re: Stipulation and Protective Order – Confidential Designation Only (served on December 16, 2024)	0.10
Review Court's Minute Order Re: Notice of Case Reassignment and Notice of Case Reassignment for All Purposes (filed on January 22, 2025)	0.20
Review Court's PAGA Case Management Order #1 (filed on January 23, 2025)	0.40
Draft Notice of Change of Address or Other Contact Information (filed on January 30, 2025)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Case Management Conference Statement (filed on February 26, 2025)	0.70

Review Court's Minute Order Re: Case Management Conference (filed on March 7, 2025)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Notice of Settlement and Stipulation to Vacate Trial Setting Conference; [Proposed] Order (filed on April 4, 2025)	0.60
Review Court's Minute Order and Order Re: Joint Notice of Settlement and Stipulation to Vacate Trial Setting Conference, and Notice of Status Hearing (filed on April 11, 2025)	0.20
Draft Notice of Entry of Judgment or Order (filed on April 11, 2025)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement and Request to Continue Status Conference (filed on October 27, 2025)	0.70
Appearances	
Prepare for and Remotely Attend Hearing Re: Stipulation and [Proposed] Order Staying Action Pending Mediation (May 23, 2024)	1.10
Prepare for and Remotely Attend Case Management Conference (November 12, 2024)	2.10
Prepare for and Remotely Attend Case Management Conference and Motion to Bifurcate on Complaint for Other Employment (March 7, 2025)	0.90
Discovery and Deposition	
Review and Analyze Documents Produced by Defendant in Response to Request for Personnel File, Pay Stubs, and Time Records for Plaintiff (served on November 20, 2023)	4.10
Draft Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant (served on April 10, 2024)	4.50
Review Defendant's Objections to Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) (served November 6, 2024)	4.80
Review Defendant's Notice of Taking Videotaped Deposition of Plaintiff Jonathan Ramirez (served November 18, 2024)	0.20

Draft Plaintiff's Objections to Defendant's Notice of Taking Videotaped Deposition of Plaintiff Jonathan Ramirez (served November 20, 2024)	0.30
Review Defendant's First Amended Notice of Taking Videotaped Depositions of Plaintiff Jonathan Ramirez (served December 12, 2024)	0.10
Review and Analyze Documents Produced by Defendant (served on January 6, 2025)	1.50
Review Defendant's Second Amended Notice of Taking Videotaped Deposition of Plaintiff Jonathan Ramirez (served January 28, 2025)	0.10
Prepare for and Defend the Deposition of Plaintiff Jonathan Ramirez (February 18, 2025; Video Conference)	7.50
Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff under the Private Attorneys General Act (served on January 2, 2024)	4.50
Meet with, Draft Correspondence to, Respond to Correspondence from, and/or Review Correspondence with Defendant's Counsel	25.50
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendant (approximately 4,316 pages), and Other Sources Prior to Mediation	61.50
Prepare for Mediation, Including Researching Settlement-Related and Merits-Related Issues, Drafting the Mediation Brief and Compiling Exhibits in Support Thereof, and Performing Penalties Analysis and Calculations (submitted on September 30, 2024)	38.50
Attend Mediation Session (October 7, 2024; Zoom Video Conference)	8.50
Review and Analyze Mediator's Proposal (served April 1, 2025)	1.10
Draft, Review, Revise, Negotiate and Finalize Private Attorneys General Act Settlement Agreement and Release (fully executed May 16, 2025)	8.50

Law and Motion	
Review and Analyze Defendant's Notice of Motion and Motion to Bifurcate the Case and Sequence Discovery; Declaration of Colin Radchenko in Support Thereof; Declaration of Megan Childress in Support Thereof; and [Proposed] Order Thereon (served on November 6, 2024)	1.50
Research, Draft, Review, and/or Revise Plaintiff's Opposition to Defendant's Motion to Bifurcate and Declaration of Travis J. Maher in Support Thereof (filed on January 7, 2025)	17.10
Review and Analyze Defendant's Reply in Support of Defendant's Notice of Motion and Motion to Bifurcate the Case and Sequence Discovery (served on January 15, 2025)	1.20
Review Court's Tentative Ruling Re: Motion to Bifurcate on Complaint for Other Employment (published on March 6, 2025)	0.60
Review Court's Minute Order: Hearing re: Motion to Bifurcate on Complaint for Other Employment (Over $35,000) of Jonathan Ramirez (filed on March 7, 2025)	0.10
Research, Draft, Review, and Revise Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees, Attorneys' Costs, Service Award, and Settlement Administration Costs, Declaration of Vartan Madoyan in Support Thereof, Declaration of Plaintiff in Support Thereof, and [Proposed] Order and Judgment	22.50
Total Hours:	272.80

EXHIBIT 4

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Ramirez v. Steele Canyon Golf Club Corporation (PAGA)

Date	Payee	Expense Description	Amount
11/1/2023	U.S. Postmaster	Postage	$17.12
1/2/2024	U.S. Postmaster	Postage	$8.53
1/2/2024	Labor & Workforce Development Agency	PAGA Filing Fee	$75.00
3/15/2024	Legal Document Server, Inc.	Attorney Service	$47.03
3/15/2024	Riverside Superior Court	Complaint Filing Fee	$450.00
3/28/2024	Elite Litigation Support	Attorney Service	$257.50
4/1/2024	Orange County Superior Court	Document Download Fee	$58.17
4/15/2024	Legal Document Server, Inc.	Attorney Service	$15.75
4/23/2024	Legal Document Server, Inc.	Attorney Service	$15.75
5/21/2024	Momentum ADR	Mediation Fee	$8,500.00
10/7/2024	Liza Goldenberg	Travel Reimbursement	$27.70
10/7/2024	Aliza Grossman	Travel Reimbursement	$44.61
10/15/2024	CPAnalytics	Data Analysis of Sampling of Time Records	$5,975.00
10/28/2024	Legal Document Server, Inc.	Attorney Service	$17.30
10/28/2024	Riverside Superior Court	Document Download Fee	$1.00
11/1/2024	Legal Document Server, Inc.	Attorney Service	$17.30
11/18/2024	Riverside Superior Court	Document Download Fee	$12.00
11/20/2024	Legal Document Server, Inc.	Attorney Service	$17.30
1/7/2025	Legal Document Server, Inc.	Attorney Service	$18.30
1/8/2025	Legal Document Server, Inc.	Attorney Service	$18.30
1/9/2025	Legal Document Server, Inc.	Attorney Service	$175.00
1/31/2025	Legal Document Server, Inc.	Attorney Service	$18.30
2/18/2025	Veritext, LLC	Court Reporter	$1,108.55
2/27/2025	Legal Document Server, Inc.	Attorney Service	$18.30
4/9/2025	Legal Document Server, Inc.	Attorney Service	$19.69
4/9/2025	Riverside Superior Court	Stipulation & Order Fee	$20.00
4/21/2025	Legal Document Server, Inc.	Attorney Service	$18.30
10/30/2025	Legal Document Server, Inc.	Attorney Service	$18.30
		Total:	$16,990.10