

SETTLEMENT AGREEMENT

This Settlement Agreement (this “Settlement” or “Agreement”) is made by and between plaintiff Luke Leon (“Plaintiff”) and defendants BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE, BIGHORN HOMEOWNERS ASSOCIATION, INC. dba BIGHORN HOMEOWNERS ASSOCIATION, and BIGHORN PROPERTIES, INC. (collectively “BIGHORN” or “Defendants”). Plaintiff and BIGHORN collectively are referred to in this Agreement as the “Parties.”

I. RECITALS

- A. On January 22, 2024, Plaintiff filed a complaint (the “Complaint”) against BIGHORN in the Superior Court of the State of California, for the County of Riverside (the “Superior Court”), titled “*LUKE LEON vs. BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE, a California Nonprofit Corporation, et al., Defendants,*” No. CVRI2400375 (the “Class Action”), currently pending in the Superior Court.¹ In the Class Action, Plaintiff asserts putative class claims against BIGHORN for alleged failure to pay all wages due at the correct rates of pay, including minimum wages, straight-time wage, overtime wages, including by failing to record all hours worked and failing to include all required compensation for purposes of calculating the regular rate of pay; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; timely pay all wages due during employment; and timely pay all wages due upon termination.
- B. On January 17, 2024, Plaintiff submitted to the California Labor and Workforce Development Agency (the “LWDA”) notice of his claim against BIGHORN under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code § 2698 *et seq.* (amended 2024). On January 24, 2024, Plaintiff submitted to the LWDA amended notice of his claim under PAGA against BIGHORN.
- C. On March 25, 2024, Plaintiff filed a separate complaint against BIGHORN in the Superior Court of the State of California, for the County of Riverside (the “Superior Court”), titled “*LUKE LEON vs. BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE, a California Nonprofit Corporation, et al., Defendants,*” No. CVPS2401926 (the “PAGA Action”), currently pending in the Superior Court.² In the First Amended Complaint in the PAGA Action filed on April 16,

¹ Plaintiff’s initial Complaint in the Class Action also named four (4) non-employer entities (BIGHORN GOLF CLUB CHARITIES; BIGHORN PROPERTIES, LLC; BIGHORN GP, INC.; and BIGHORN PENTHOUSE CONDOMINIUM OWNERS ASSOCIATION) (the “Non-Employer Entities”). After the Parties met and conferred, Plaintiff eventually dismissed the Non-Employer Entities.

² Both the Class Action and the PAGA Action currently are pending in Department 1 of the Superior Court.

2024, Plaintiff asserts a representative claim against BIGHORN pursuant to PAGA for the same violations alleged in the Class Action.

- D. On February 4, 2025, the Parties participated in a mediation presided over by Eve Wagner of Signature Resolution. On April 24, 2025, the Parties participated in a supplemental mediation presided over by Ms. Wagner. During each mediation, each side, represented by its respective counsel, recognized the substantial risk of an adverse result in the Class Action and PAGA Action (collectively, the “Actions”) and agreed to settle the Actions, and all other matters covered by this Agreement, pursuant to the terms and conditions of this Agreement. This Agreement replaces and supersedes the Memorandum of Agreement entered into following the supplemental mediation and any other agreements, understandings, or representations between the Parties.
- E. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by BIGHORN that Plaintiff’s claims in the Actions have merit or that it has any liability to Plaintiff or the class on those claims, or as an admission by Plaintiff that BIGHORN’s defenses in the Actions have merit.

Based on these Recitals, the Parties agree as follows:

II. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Actions” means, collectively, the Class Action and the PAGA Action.
- B. “BIGHORN’s Counsel” means David B. Mulé and Jana B. FitzGerald of FitzGerald & Mulé LLP and Zachary P. Hutton and Anna M. Skaggs of Sheppard, Mullin, Richter & Hampton LLP.
- C. “Class” means all current and former employees who worked for BIGHORN in a nonexempt position in California at any time during the Class Period.
- D. “Class Counsel” means Jonathan M. Genish, Barbara DuVan-Clarke, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC.
- E. “Class Counsel Fees and Expenses Payment” means the amount awarded to Class Counsel by the Superior Court to compensate them for their fees and expenses in connection with the Actions, including their pre-filing investigation, their commencement of the Actions and all related litigation activities, this Settlement, and all post-Settlement compliance procedures.
- F. “Class Members” means all members of the Class.

- G. “Class Notice” means the Notice of Proposed Class Action Settlement and Final Approval Hearing, which includes notice to the Class of conditional certification of the Settlement Class, preliminary approval of the Settlement, and the hearing date for final Court approval as evidenced by Exhibit A to this Agreement and incorporated by reference into this Agreement.
- H. “Class Notice Packet” means, collectively, the Class Notice (Exhibit A to this Agreement), the Notice of Estimated Settlement Share (Exhibit B to this Agreement), the Request for Exclusion Form (Exhibit D to this Agreement), and the Objection to Settlement Form (Exhibit C to this Agreement).
- I. “Class Period” means (a) the period from January 22, 2020 through the date on which the Court grants preliminary approval of the Settlement; or (b) if BIGHORN so elects pursuant to section III.I. of this Agreement, the period from January 22, 2020 through the date on which the number of Covered Workweeks reaches 79,200.
- J. “Class Representative Payment” means the special payment made to Plaintiff in his capacity as Class Representative to compensate him for initiating and pursuing the Actions and undertaking the risk of liability for attorneys’ fees and expenses in the event he was unsuccessful in the prosecution of the Actions.
- K. “Final” means that the Settlement has been finally approved by the Court and either (i) the California Court of Appeal has rendered a final judgment affirming the Court’s final approval without material modification and the date for further appeal has passed without further appeal; (ii) the California Court of Appeal has rendered a final judgment affirming the Court’s final approval without material modification and the further appeals have been resolved without material modification of the final approval order; or (iii) the applicable date for seeking appellate review of the Court’s final approval of the Settlement has passed without a timely appeal or request for review having been made.
- L. “Final Approval Hearing” means the hearing to be conducted by the Superior Court to determine whether to approve finally and implement the terms of this Agreement.
- M. “Judgment” means the Order Granting Final Approval of Class Action Settlement and Final Judgment Thereon entered by the Superior Court in substantially the same form evidenced by Exhibit F to this Agreement and incorporated by reference into this Agreement.
- N. “LWDA Payment” means the 75% of the PAGA Civil Penalties payable to the LWDA for its share of the settlement of claims for civil penalties under PAGA, as specified in section III.C.3. of this Agreement.
- O. “Net Settlement Amount” means the amount from the Total Settlement Amount that is available for distribution as Settlement Shares to Class Members after deductions for (a) the LWDA Payment; (b) the Class Representative Payment; (c) the Class Counsel Fees and Expenses Payment; (d) the Settlement Administrator’s fees and expenses; and (e) employer payroll taxes calculated on the

Wage Portions of Settlement Shares. The entire Net Settlement Amount will be distributed to Class Members. If any Settlement Share check is not timely cashed by a Class Member, the funds represented by the check will be sent to the California State Controller's Office, Unclaimed Property Division, in the name of the Class Member.

- P. "Notice of Estimated Settlement Share" means the form that Class Members will receive that describes their estimated Settlement Shares, as evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
- Q. "Objection to Settlement Form" means the form that Class Members may submit to the Settlement Administrator in order to object to the Settlement, as evidenced by Exhibit C to this Agreement.
- R. "PAGA Civil Penalties" means the \$60,000 set aside from the Total Settlement Amount for settlement of claims for civil penalties under PAGA. Pursuant to California Labor Code § 2699(i) (2004) (amended 2024), 75% of the PAGA Civil Penalties (\$45,000) will be payable to the LWDA as the LWDA Payment, and the remaining 25% (\$15,000) will be payable to PAGA Group Members as the PAGA Group Payment.
- S. "PAGA Group" means all current and former employees who worked for BIGHORN in a non-exempt position in California at any time during the PAGA Period.
- T. "PAGA Group Members" means all members of the PAGA Group.
- U. "PAGA Group Payment" means the 25% of the PAGA Civil Penalties payable to PAGA Group Members under PAGA, as specified in section III.B.1.a. of this Agreement.
- V. "PAGA Period" means (a) the period from January 17, 2023 through the date on which the Court grants preliminary approval of the Settlement; or (b) if BIGHORN so elects pursuant to section III.I. of this Agreement, the period from January 17, 2023 through the date on which the number of Covered Workweeks reaches 79,200.
- W. "Preliminary Approval of the Settlement" means the Superior Court's preliminary approval of the Settlement without material change, or with material changes to the Settlement to which the Parties both agree.
- X. "Released Parties" means, collectively, BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE; BIGHORN HOMEOWNERS ASSOCIATION, INC. dba BIGHORN HOMEOWNERS ASSOCIATION; BIGHORN PROPERTIES, INC.; BIGHORN GOLF CLUB CHARITIES; BIGHORN PROPERTIES, LLC; BIGHORN GP, INC.; and BIGHORN PENTHOUSE CONDOMINIUM OWNERS ASSOCIATION.

- Y. “Request for Exclusion Form” means the form that Class Members must submit to the Settlement Administrator in order to request exclusion from the Settlement, as evidenced by Exhibit D to this Agreement.
- Z. “Settlement Administrator” means the third-party administrator proposed by the Parties and appointed by the Superior Court to administer the Settlement.
- AA. “Settlement Share” means the portion of the Net Settlement Amount allocable to each Class Member as provided by this Agreement, and includes, as applicable, the Class Member’s Class Member Payment and his or her PAGA Settlement Share.
- BB. “Superior Court” means the Superior Court of the State of California in and for the County of Riverside.
- CC. “Total Settlement Amount” means the total amount to be paid by BIGHORN as provided by this Agreement.

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Total Settlement Amount.** Subject to the terms and conditions of this Agreement, including but not limited to section III.E.6. and section III.I., the Total Settlement Amount is \$1,188,000 (One Million One Hundred and Eighty-Eight Thousand Dollars). The Total Settlement Amount will cover (a) all Settlement Shares paid to Class Members pursuant to the Settlement; (b) the LWDA Payment; (c) Plaintiff’s Class Representative Payment; (d) the Class Counsel Fees and Expenses Payment (which includes all attorneys’ fees and expenses incurred to date and to be incurred in documenting the Settlement, securing trial and appellate court approval of the Settlement, and attending to the administration of the Settlement); (e) the Settlement Administrator’s fees and expenses; and (f) employer payroll taxes calculated on the Wage Portions of Settlement Shares.
- B. **Settlement Shares.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will allocate Settlement Shares from the Net Settlement Amount to Class Members as follows:
 - 1. **Calculation.** The Settlement Administrator will calculate each Class Member’s Settlement Share as follows:
 - a. **PAGA Settlement Shares.** From the Total Settlement Amount, \$15,000 has been designated as the PAGA Group Payment. Each PAGA Group Member will receive a pro rata share of the PAGA Group Payment (the “PAGA Settlement Share”) equal to the PAGA Group Payment times the ratio of (i) the number of pay periods worked by the PAGA Group Member for BIGHORN in a position covered by the Settlement during the PAGA Period (“Covered Pay Periods”) to (ii) the total number of Covered Pay Periods worked by all such PAGA Group Members. All PAGA Group Members,

including those who opt out of the Settlement, will receive a PAGA Settlement Share.

- b. **Class Member Payments.** After deducting the PAGA Group Payment from the Net Settlement Amount, each Class Member who does not opt out of the Settlement will receive a “Class Member Payment” equal to the remainder of the Net Settlement Amount times the ratio of (i) the number of workweeks worked by the Class Member for BIGHORN in a position covered by the Settlement during the Class Period (“Covered Workweeks”) to (ii) the total number of Covered Workweeks worked by all Class Members.

- 2. **Effect of Class Members Who Opt Out of Settlement.** A Class Member who timely and validly opts out of the Settlement by submitting a “Request for Exclusion” to the Settlement Administrator will not participate in or be bound by the Settlement; will not receive the Class Member Payment portion of his or her Settlement Share; and will not be included with those other Class Members counted for purposes of the calculation of the Class Member Payment portion of Settlement Shares, except that all Class Members who are also PAGA Group Members will release the PAGA claims described in section III.F.2. and will receive a PAGA Settlement Share regardless of whether they opt out of the Settlement. The Class Member Payment portion of the Settlement Share that otherwise would have been payable to a Class Member who opts out of the Settlement will be retained in the Net Settlement Amount for distribution to all other Class Members.

- 3. **Tax Treatment.** The Settlement Shares shall be reported to taxing authorities as follows:

- a. One-third (1/3) of each Class Member Payment (the “Wage Portion”) will be treated as a payment in settlement of the Class Member’s claims for unpaid wages. Accordingly, the Wage Portion will be reduced by applicable payroll tax withholding and deductions, and the Settlement Administrator will issue to the Class Member a Form W-2 with respect to the Wage Portion.
- b. Two-thirds (2/3) of each Class Member Payment (the “Non-Wage Portion”) will be treated as a payment in settlement of the Class Member’s claims for all penalties and interest. Accordingly, the Non-Wage Portion will not be reduced by payroll tax withholding and deductions and, instead, the Settlement Administrator will issue to the Class Member a Form 1099 with respect to the Non-Wage Portion.
- c. One hundred percent (100%) of each PAGA Settlement Share will be considered penalties and will not be reduced by payroll tax

withholding or deductions and the Settlement Administrator will issue to the Class Member a Form 1099 with respect to the PAGA Settlement Share.

C. Payments to Plaintiff, Class Counsel, LWDA, and Settlement Administrator.

Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments from the Total Settlement Amount:

1. **To Plaintiff.** In addition to Plaintiff's Settlement Share, Plaintiff will apply to the Superior Court for an award of not more than \$10,000 as Plaintiff's Class Representative Payment in consideration of initiating and pursuing the Actions and undertaking the risk of liability for attorneys' fees and expenses in the event he was unsuccessful in the prosecution of the Actions. BIGHORN will not oppose a Class Representative Payment to Plaintiff of up to \$10,000. The Settlement Administrator will pay the Class Representative Payment approved by the Superior Court (but not more than \$10,000) out of the Total Settlement Amount. If the Superior Court approves a Class Representative Payment of less than \$10,000, the remainder will be retained in the Net Settlement Amount. Tax deductions and withholdings will not be taken from the Class Representative Payment, and instead the Settlement Administrator will issue to Plaintiff a Form 1099 with respect to this payment.
2. **To Class Counsel.** Class Counsel will apply to the Superior Court for an award of not more than 35% of the Total Settlement Amount (\$415,800, based on a Total Settlement Amount of \$1,188,000) for attorneys' fees, and an amount not to exceed \$40,000 for expenses, as their Class Counsel Fees and Expenses Payment, and BIGHORN will not oppose their request. If the Superior Court approves a Class Counsel Fees and Expenses Payment of less than the amount authorized to be sought under this Agreement, the remainder will be retained in the Net Settlement Amount. The Settlement Administrator will issue to Class Counsel a Form 1099 with respect to the awarded Class Counsel Fees and Expenses Payment, and Class Counsel beforehand will provide the Settlement Administrator with a completed Form W-9.
3. **To the LWDA.** The Parties will apply to the Superior Court for an LWDA Payment of \$45,000 (75% of the PAGA Civil Penalties) as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to PAGA. This amount reflects the Parties' good-faith and reasonable assessment, for purposes of settlement, of the likelihood that a PAGA representative action would be maintained and that liability under PAGA would be established, and of the amount of civil penalties the Superior Court would award even if a PAGA representative action were maintained and liability were found. If the Superior Court approves an LWDA Payment of less than \$45,000, the remainder will be retained in the Net Settlement Amount.

4. **To the Settlement Administrator.** The Settlement Administrator will pay to itself out of the Total Settlement Amount its reasonable fees and expenses as approved by the Superior Court.

D. **Appointment of Settlement Administrator.** The Parties will ask the Superior Court to appoint Apex Class Action to act as Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to Class Members; conducting a National Change of Address search and using Accurant and/or other reasonable and cost-effective skip trace methods to locate any Class Member whose Class Notice Packet was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice Packet to the Class Member's new address; receiving Class Member opt-outs from the Settlement; providing the Parties with weekly status reports regarding the delivery of Class Notice Packets and receipt of Class Member objections to and opt-outs from the Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of Class Members' Settlement Shares, subject to the dollar limitations set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Total Settlement Amount.

E. **Procedure for Approving Settlement.**

1. **Motion for Preliminary Approval.**

- a. Within thirty (30) days after they execute this Agreement, Plaintiff shall file with the Superior Court a request for leave to file in the Class Action a First Amended Complaint ("FAC") that encompasses the claims and allegations asserted in the PAGA Action and is otherwise coextensive with the claims to be released through the Settlement. BIGHORN will stipulate to the filing of the FAC as needed, subject to the Superior Court's approval.
- b. Within a reasonable time after the FAC is deemed filed, Plaintiff will file with the Superior Court a request for dismissal without prejudice of the PAGA Action.
- c. After filing the request for dismissal without prejudice of the PAGA Action, Plaintiff will file with the Superior Court a motion for an order granting Preliminary Approval of the Settlement, conditionally certifying the Class, setting a date for the Final Approval Hearing, and approving the Class Notice and the Notice of Estimated Settlement Share (the "Motion for Preliminary

Approval”). Plaintiff will provide BIGHORN’s Counsel with a draft of the Motion for Preliminary Approval at least seven (7) days prior to the deadline to file the motion and will work with BIGHORN in good faith to incorporate BIGHORN’s comments on and/or edits to the motion. BIGHORN will provide Plaintiff’s Counsel its declaration in support of the Motion for Preliminary Approval at least seven (7) days prior to the deadline to file the motion. Concurrently with the Motion for Preliminary Approval, Plaintiff will file with and submit to the Superior Court a proposed order granting the motion in the form evidenced by Exhibit E to this Agreement). Plaintiff will attach to the proposed order the Class Notice Packet in the form evidenced by Exhibits A through D to this Agreement.

- d. Before filing with the Superior Court the Motion for Preliminary Approval, Plaintiff will submit to the LWDA the Motion for Preliminary Approval and the Settlement. The Parties intend and believe that providing notice of this Settlement to the LWDA pursuant to the procedures described in this paragraph complies with the requirements of PAGA, and Plaintiff will request that the Superior Court adjudicate the validity of the notice in the Motion for Final Approval of the Settlement and bar any claim to void the Settlement under PAGA.
 - e. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear and support the granting of the motion.
 - f. Should the Superior Court decline to preliminarily approve all material aspects of the Settlement, or order material changes to the Settlement to which the Parties do not agree, the Settlement will be null and void and the Parties will have no further obligations under it. An award by the Superior Court of lesser amounts than sought for the Class Representative Payment or Class Counsel Fees and Expenses Payment, or an order requiring BIGHORN to separately pay employer payroll taxes applicable to the amount of the Class Member payments designated as wages, will not be considered a material change to the Settlement.
2. **Notice to Class Members.** After the Superior Court enters its order granting Preliminary Approval of the Settlement, every Class Member will be provided with the Class Notice Packet, which will include the Class Notice (completed to reflect the order granting preliminary approval of the Settlement) and the Notice of Estimated Settlement Share, as follows:
- a. Within thirty (30) days after the Superior Court enters its order granting Preliminary Approval of the Settlement, BIGHORN will provide to the Settlement Administrator an electronic database

containing each Class Member's name, last known mailing address, last known telephone number, Social Security number, and his or her number of Covered Workweeks and Covered Pay Periods (the "Class Member Information"). If any or all of the Class Member Information is unavailable to BIGHORN, BIGHORN will use best efforts to deduce or reconstruct the Class Member Information prior to when it must be submitted to the Settlement Administrator. The Settlement Administrator will keep confidential the Class Member Information and will not disclose it to anyone, except in order to carry out the reasonable efforts described in section III.D. of this Agreement, or pursuant to BIGHORN's express written authorization or by order of the Superior Court.

- b. Within fifteen (15) days after receiving the Class Member Information from BIGHORN, the Settlement Administrator will (i) search for updated addresses for all Class Members using the National Change of Address ("NCOA") database; (ii) update any Class Member addresses found through the NCOA search; (iii) calculate each Class Member's estimated Settlement Share; (iv) send to counsel for the Parties its payment calculations for Class Members and obtain approval from counsel of the payment calculations; and (v) send a Class Notice Packet to each Class Member. The Settlement Administrator will mail this information to all identified Class Members. In the event of returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate Class Members and re-send the notices.
- c. If a Class Notice Packet is returned by the U.S. Postal Service because of an incorrect address and no forwarding address is affixed thereto, the Settlement Administrator will promptly, and not later than five (5) business days from receipt of the returned Class Notice Packet, search for a more current address for the Class Member using a skip trace, and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Member Information and otherwise work with BIGHORN to find a more current address for the Class Member. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Class Counsel and according to the deadlines set forth in this Agreement, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned as undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing Class Notice Packets to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note the re-mailing address for its

own records and notify Class Counsel and BIGHORN's Counsel of the date of each such re-mailing as part of the weekly status report provided to the Parties.

- d. Each week, the Settlement Administrator will provide to Class Counsel and BIGHORN's Counsel a report showing whether any Class Notice Packets have been returned and re-mailed and the receipt of any Objection to Settlement Forms, Request for Exclusion Forms, and/or disputes regarding the Class Member Information.
- e. In connection with the filing of the Parties' joint Motion for Final Approval of the Settlement, the Settlement Administrator will prepare, and the Parties will file with the Superior Court, a declaration of due diligence setting forth its compliance with its obligations under this Agreement. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Objections to Settlement; Requests for Exclusion from Settlement.** Class Members may submit objections to the Settlement or opt out of the Settlement pursuant to the following procedures:

- a. **Objections to Settlement.** Class Members who wish to object to any term of the Settlement must submit a completed Objection to Settlement Form to the Settlement Administrator, postmarked no later than forty-five (45) days after the Settlement Administrator mails the Class Notice Packet (or, if the Class Member's Class Notice Packet was returned to the Settlement Administrator as undeliverable, postmarked no later than sixty (60) days after the initial mailing of the Class Notice Packet). The Settlement Administrator shall, within two (2) business days of receipt of any Objection to Settlement Form, serve any objection(s) as received on Class Counsel and BIGHORN's Counsel, who shall then promptly file all such objections with the Superior Court. Class Counsel and BIGHORN's Counsel shall file and serve any responses to objections no later than five (5) calendar days prior to the Final Approval Hearing. To be valid, any objection must: (i) contain the objecting Class Member's full name, current address, and telephone number, as well as contact information for any attorney representing the objecting Class Member for purposes of the objection; (ii) include all objections and the factual and legal bases for same; (iii) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (iv) be postmarked no later than 45 days after the Settlement Administrator mails the Class Notice Packet (or, if the Class Member's Class Notice Packet was returned to the Settlement

Administrator as undeliverable, no later than 60 days after the initial mailing of the Class Notice Packet). Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement.

b. **Requests for Exclusion.** The Class Notice will provide that Class Members may exclude themselves from the Settlement by mailing to the Settlement Administrator a completed Request for Exclusion Form, postmarked no later than forty-five (45) days after the Settlement Administrator mails the Class Notice Packet (or, if the Class Member's Class Notice Packet was returned to the Settlement Administrator as undeliverable, postmarked no later than sixty (60) days after the initial mailing of the Class Notice Packet). To be valid, the Request for Exclusion Form must (i) contain the Class Member's name, address, telephone number, and the last four digits of his or her Social Security number; (ii) include a statement that the Class Member wishes to exclude himself or herself from the Settlement; and (iii) be signed by the Class Member; and (iv) be postmarked no later than 45 days after the Settlement Administrator mails the Class Notice Packet (or, if the Class Member's Class Notice Packet was returned to the Settlement Administrator as undeliverable, no later than 60 days after the initial mailing of the Class Notice Packet). If a question is raised about the authenticity of a Request for Exclusion, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Class Member who timely submits a valid Request for Exclusion Form will not participate in or be bound by the Settlement and the Judgment, except that all PAGA Group Members will receive a portion of the PAGA Settlement Share and will release the PAGA claims described in section III.F.2. of this Agreement regardless of whether they opt out of the Settlement. All Class Members who do not submit a valid Request for Exclusion Form by the applicable deadline ("Participating Class Members") will automatically be bound by all terms and conditions of the Settlement, including its release of claims, if the Settlement is approved by the Superior Court, and by the Judgment.

c. **Report.** Not later than ten (10) days after the deadline for submission of objections and opt-outs to the Settlement, the Settlement Administrator will provide the Parties with a complete and accurate list of Objection to Settlement Forms and Request for Exclusion Forms submitted by Class Members.

4. **Resolution of Disputes.** If a Class Member disputes the information shown on his or her Notice of Estimated Settlement Share, the Class Member must ask the Settlement Administrator to resolve the matter by returning the

Notice of Estimated Settlement Share with the information that he or she contends is correct, and including any documentation the Class Member has to support his or her contention, postmarked no later than forty-five (45) days after the Settlement Administrator mails the Class Notice Packet. In the event of such a dispute, BIGHORN will have the right to review its payroll and personnel records to verify the correct information. After consultation with Class Counsel, the Class Member, and BIGHORN, the Settlement Administrator will make a determination of the correct information, and that determination will be final, binding on the Parties and the Class Member, and non-appealable.

5. **No Solicitation of Objection, Opt-Out, or Appeal.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, opt out of the Settlement, or appeal from the Judgment.
6. **Right of BIGHORN to Reject Settlement.** If ten percent (10%) or more of Class Members, or a number of Class Members whose Settlement Shares would be worth five percent (5%) or more of the total of all Settlement Shares, timely and validly request to be excluded from the Settlement, BIGHORN will have the right to rescind the Settlement, and the Settlement and all actions taken in furtherance of it will be null and void. BIGHORN must exercise this right within seven (7) days after the Settlement Administrator notifies the Parties of the number of opt-outs, which the Settlement Administrator will do within ten (10) days after the deadline for submission of Requests for Exclusion Forms. If BIGHORN exercises the right to rescind, it will be responsible for the costs of administration of the Settlement incurred through that time. If BIGHORN does not exercise the right to rescind, the Parties will jointly move for final approval of the Settlement, and Plaintiff will move for an award of the Class Representative Payment and the Class Counsel Fees and Expenses Payment pursuant to the Settlement, which BIGHORN will not oppose.
7. **Additional Briefing and Final Approval.**
 - a. Not later than sixteen (16) court days before the Final Approval Hearing, Plaintiff will file with the Superior Court a Motion for Final Approval of the Settlement, Attorneys' Fees and Expenses Payment, Class Representative Payment, LWDA Payment, and payment of the Settlement Administrator's reasonable fees and expenses pursuant to this Settlement, which BIGHORN will not oppose. Plaintiff will provide BIGHORN's Counsel with a draft of the Motion for Final Approval at least seven (7) days prior to the deadline to file the motion and will work with BIGHORN in good faith to incorporate BIGHORN's comments on and/or edits to the motion.

- b. If any opposition to the motion is filed, Plaintiff and/or the Parties may file a reply in support of the Motion for Final Approval of the Settlement by not later than five (5) days before the Final Approval Hearing.
 - c. If the Superior Court does not grant final approval of the Settlement, or if the Superior Court's final approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will be null and void; if that occurs, the Parties will have no further obligations under the Settlement, including any obligation by BIGHORN to pay the Total Settlement Amount, except that BIGHORN will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Settlement is deemed null and void. An award by the Superior Court of lesser amounts than sought for the Class Representative Payment or Class Counsel Fees and Expenses Payment will not constitute a material modification of the Settlement; although Plaintiff maintains the right to appeal any such reduction.
 - d. Together with the Motion for Final Approval, the Parties will present to the Superior Court for its approval and entry a Proposed Order Granting Final Approval of Settlement and a Proposed Final Judgment, in substantially the form evidenced by Exhibit F to this Agreement. After entry of the Order and Judgment, the Superior Court will have continuing jurisdiction over the Actions and the Settlement solely for purposes of (1) enforcing this Agreement, (2) addressing settlement administration matters, and (3) addressing such post-judgment matters as may be appropriate under court rules or applicable law.
8. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the material terms of this Agreement, Plaintiff, Class Members who did not timely submit an objection to the Settlement and intervene in the Action(s), BIGHORN, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings, or to file a cross-appeal. This paragraph does not preclude Plaintiff or Class Counsel from appealing from a refusal by the Superior Court to award the full Class Representative Payment or the Class Counsel Fees and Expenses Payment sought by them. If an appeal is taken from the Judgment, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as their appeal is finally resolved and the Judgment becomes Final, as defined in this Agreement.

9. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal or a petition for *certiorari* or review, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material change to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Plaintiff or BIGHORN will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Superior Court not later than thirty (30) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Superior Court's award of the Class Representative Payment or the Class Counsel Fees and Expenses Payment will not constitute a vacating, reversal, or material modification of the Judgment within the meaning of this paragraph.
10. **Timing of Settlement Payments.** Within three (3) days after the Settlement becomes Final as defined in this Agreement, the Settlement Administrator will provide BIGHORN with wire transfer information. Within seven (7) days after the Settlement Administrator's deadline to provide BIGHORN with wire transfer information (*i.e.*, within ten (10) days after the Settlement becomes Final as defined in this Agreement), BIGHORN will transfer the Total Settlement Amount to the Settlement Administrator via wire transfer. Within ten (10) days after BIGHORN's deadline to transfer the Total Settlement Amount to the Settlement Administrator (*i.e.*, within twenty (20) days after the Settlement becomes Final as defined in this Agreement), the Settlement Administrator will pay to Class Members and PAGA Group Members the Settlement Shares; to the LWDA, the LWDA Payment; to Plaintiff, the Class Representative Payment; to Class Counsel, the Class Counsel Fees and Expenses Payment; and to the Settlement Administrator, its reasonable fees and expenses.
11. **Uncashed Settlement Share Checks.** A Class Member must cash his or her Settlement Share check within one hundred and eighty (180) calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Class Member at his or her correct address. If any Class Member's Settlement Share check is not cashed within sixty (60) days after mailing to the Class Member, the Settlement Administrator will send the Class Member a letter or postcard informing him or her that unless the check is cashed in the next one hundred and twenty (120) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If a Class Member fails to cash the check for his or her Settlement Share within one hundred and eighty (180) days after it is mailed to him or her, the Settlement Administrator will distribute the funds represented by the check to the California State Controller's Office, Unclaimed Property Division, in the name of the Class Member.

F. **Release and Waiver of Claims.**

1. **Class Members.** In consideration for their awarded Class Member Payments, as of the date the Settlement becomes Final as defined in this Agreement and is fully funded as set forth in section III.E.10., all Participating Class Members release any and all known and unknown claims against BIGHORN and the other Released Parties that are asserted in the Complaint or FAC or arise out of or reasonably relate to the facts alleged in the Complaint or FAC that, during the Class Period, BIGHORN failed to pay all wages due at the correct rates of pay, including minimum wages, straight-time wages, overtime wages, and paid sick leave, including by failing to record all hours worked and failing to include all required compensation for purposes of calculating the regular rate of pay; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; timely pay all wages due during employment; and timely pay all wages due upon separation of employment (the “Released Class Claims”). The Released Class Claims include but are not limited to claims arising under California Labor Code sections 201-204, 210, 218.5, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, California Business and Professions Code section 17200 *et seq.*, and the Industrial Welfare Commission Wage Order. The Released Class Claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, including the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code § 2698 *et seq.*, any other related federal, state or municipal law, relief from unfair competition under California Business and Professions Code section 17200 *et seq.*, attorneys’ fees and costs, and interest.

2. **PAGA Group Members.** In consideration for their awarded portions of the PAGA Civil Penalties, as of the date the Settlement becomes Final as defined in this Agreement and is fully funded as set forth in section III.E.10., Plaintiff and the State of California with respect to all PAGA Group Members release any and all claims under PAGA for civil penalties against BIGHORN and the other Released Parties that are described in the notice(s) submitted by Plaintiff to the LWDA pursuant to PAGA that, during the PAGA Period, BIGHORN failed to pay all wages due at the correct rates of pay, including minimum wages, straight-time wages, overtime wages, and paid sick leave, including by failing to record all hours worked and failing to include all required compensation for purposes of calculating the regular rate of pay; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; timely pay all wages due during employment; and timely pay all wages due upon separation of employment (the “Released PAGA Claims”). The Released PAGA Claims include but are not limited to claims arising under

California Labor Code sections 201-204, 210, 218.5, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, 2800, and 2802, the Industrial Welfare Commission Wage Order, and any resulting claim for attorneys' fees and costs. All PAGA Group Members will be subject to claim preclusion with respect to the Released PAGA Claims and receive a PAGA Settlement Share, regardless of whether they elect not to participate in the Class Settlement.

3. **Class Counsel.** Class Counsel will not seek or be entitled to any attorneys' fees and/or expenses in the Actions, other than those specified in this Agreement.
- G. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) to Plaintiff or Class Members beyond those provided by this Agreement, and Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- H. **Confidentiality Preceding Preliminary Approval.** Plaintiff and his attorneys agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiff's attorneys agree not to publicize the Settlement on their website or social media. In addition, prior to filing of the Motion for Preliminary Approval, Plaintiff and his attorneys will not have any communication regarding the Settlement with anyone other than family members, clients, Class Members, financial advisors, retained experts, and vendors related to settlement administration. If, before the filing of the Motion for Preliminary Approval, Plaintiff or his attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, BIGHORN may rescind the Settlement, rendering it null and void.
- I. **Unanticipated Increase in Covered Workweeks.** The Parties estimate that Class Members worked approximately 72,000 Covered Workweeks from January 22, 2020 through April 24, 2025 (the "Estimated Covered Workweeks"). If the actual number of Covered Workweeks worked by Class Members during the period from January 22, 2020 through the date on which the Court grants preliminary approval of the Settlement exceeds the Estimated Covered Workweeks by more than 10% (*i.e.*, is equal to or greater than 79,200), then BIGHORN shall have the option to either (i) increase the Total Settlement Amount by a proportionate amount for each additional workweek beyond the 10% threshold; or (ii) end the Class Period on the date that the number of workweeks reaches 79,200.

J. Miscellaneous Terms.

1. No Admission of Liability.

- a. BIGHORN denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Actions, that the claims asserted in the Actions can proceed on a representative basis, or that but for the Settlement a class should be certified in the Actions. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by BIGHORN, or an admission by Plaintiff that any of his claims were non-meritorious or any defense asserted by BIGHORN was meritorious. This Settlement and the fact that Plaintiff and BIGHORN were willing to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).
- b. The Parties agree that the Motion for Preliminary Approval seeking, *inter alia*, certification of a class is for purposes of the Settlement only, and if for any reason the Settlement is not approved, the certification will have no force or effect and will be immediately revoked. The Parties further agree that certification for purposes of the Settlement is in no way an admission that class certification is proper under the more stringent standard applied for litigation purposes and that this Settlement will not be admissible in this or any other proceeding as evidence that (i) a class should be certified or (ii) BIGHORN is liable to Plaintiff or the Class.
- c. Whether or not the Judgment becomes Final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to BIGHORN or the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against BIGHORN or any of the Released Parties, in any further proceeding in the Actions, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
- d. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be

admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
3. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
4. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
5. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
6. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
7. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the claims asserted in the Actions and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
8. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
9. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

BLACKSTONE LAW, APC
Jonathan M. Genish
Barbara DuVan-Clarke
P.J. Van Ert
Annabel Blanchard
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Telephone: (310) 622-4278
Facsimile: (855) 786-6356
jgenish@blackstonepc.com
BDC@blackstonepc.com
pjvanert@blackstonepc.com
ablanchard@blackstonepc.com

To BIGHORN:

SHEPPARD, MULLIN, RICHTER
& HAMPTON LLP
Zachary P. Hutton
Anna M. Skaggs
Four Embarcadero Center, 17th Floor
San Francisco, California 94111
Telephone: (415) 434-9100
Facsimile: (415) 434-3947
zhutton@sheppardmullin.com
askaggs@sheppardmullin.com

FITZGERALD & MULÉ LLP
David B. Mulé
Jana B. FitzGerald
74770 Hwy. 111, Suite 205
Indian Wells, California 92211
Telephone: (760) 325-5055
dmule@fitzgeraldmulelaw.com
jfitzgerald@fitzgeraldmulelaw.com

10. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures will be accepted if the original signature is provided within seven days. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

[Intentionally left blank]

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 09/25/2025 . LUKE LEON

By: *Luke Leon*

Dated: 9/25/2025 . BLACKSTONE LAW, APC

By: *Barbara DuVan-Clarke*
Barbara DuVan-Clarke
Attorneys for Plaintiff

Dated: 10/1/2025 . BIGHORN GOLF CLUB


By: *MTA*
Carl T. Cardinalli
President, BIGHORN GOLF CLUB
Authorized for Defendant
BIGHORN GOLF CLUB

Dated: 10/1/2025 . BIGHORN HOMEOWNERS ASSOCIATION,
INC.

By: *[Signature]*
Joseph D. Curtis
CFO, BIGHORN HOMEOWNERS
ASSOCIATION, INC.
Authorized for Defendant
BIGHORN HOMEOWNERS ASSOCIATION,
INC.

Dated: 10/1/2015.

BIGHORN PROPERTIES, INC.

By: 
Carl T. Cardinalli
Vice President, BIGHORN PROPERTIES, INC.
Authorized for Defendant
BIGHORN PROPERTIES, INC.

Dated: 10/6/2015.

ZACHARY P. HUTTON
SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP


Signed by:

9774E0B4B8A0492
By: _____
Zachary P. Hutton
Attorneys for Defendants

EXHIBIT A

**[NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FINAL APPROVAL
HEARING]**

Exhibit A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
AND FINAL APPROVAL HEARING**

To: All current and former employees who worked for BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE, BIGHORN HOMEOWNERS ASSOCIATION, INC. dba BIGHORN HOMEOWNERS ASSOCIATION, and BIGHORN PROPERTIES, INC. (collectively, “BIGHORN” or “Defendants”) in a nonexempt position in California at any time from January 22, 2020 through [the date on which the Court grants preliminary approval of the Settlement] [the date on which the number of Covered Workweeks reaches 79,200].

PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHTS TO MONEY YOU MAY BE OWED IN CONNECTION WITH YOUR EMPLOYMENT BY BIGHORN. IF YOU WISH TO RECEIVE A SHARE OF THE SETTLEMENT PROCEEDS, READ THE ENCLOSED NOTICE OF ESTIMATED SETTLEMENT SHARE AND CONFIRM THAT YOUR IDENTIFYING INFORMATION AND THE INFORMATION ABOUT YOUR EMPLOYMENT WITH BIGHORN IS CORRECT. IF THE INFORMATION IS NOT CORRECT, RETURN IT TO THE SETTLEMENT ADMINISTRATOR FOLLOWING THE INSTRUCTIONS IN THIS NOTICE.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing and Receive a Payment	To receive a payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is set forth in the Notice of Estimated Settlement Share enclosed with this Class Notice. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims as detailed in Section 7 below. If your address has changed, you must notify the Settlement Administrator as explained in the Notice of Estimated Settlement Share.
Exclude Yourself	To exclude yourself, you must send a Request for Exclusion Form to the Settlement Administrator following the instructions in this notice. If you request exclusion, you will not receive a Class Member Payment and you will not release the Class Members’ Released Claims. However, if you are a PAGA Group Member, you will still receive a PAGA Settlement Share and be bound by the release of the Released PAGA Claims. More information and instructions are provided in Section 5 below.
Object	Send an Objection to Settlement Form to the Settlement Administrator or appear at the Final Approval Hearing to make an oral objection. Instructions are provided in Section 8 below.

PURSUANT TO THE ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF RIVERSIDE (THE “COURT”) ENTERED ON [DATE OF PRELIMINARY APPROVAL], YOU ARE HEREBY NOTIFIED AS FOLLOWS:

Exhibit A

1. WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the “Settlement”) has been reached between plaintiff Luke Leon (“Plaintiff”) and BIGHORN in the class action pending in the Court (the “Class Action”).

The Court has preliminarily approved the Settlement and conditionally certified the Class for purposes of the Settlement only. You have received this notice because BIGHORN’s records indicate that you are a member of the Class. This notice is designed to inform you of the terms of the Settlement and how you can object to the Settlement, opt out of the Settlement, or provide corrected information to the Settlement Administrator. Unless you opt out of the Settlement, the Settlement if finally approved by the Court will be binding upon you.

2. WHAT IS THIS LAWSUIT ABOUT?

The Class Action, which is currently pending in the Superior Court of California, County of Riverside, is titled “*LUKE LEON vs. BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE, a California Nonprofit Corporation, et al., Defendants,*” No. CVRI2400375.

In this Action, Plaintiff alleges that BIGHORN failed to pay all wages due at the correct rates of pay, including minimum wages, straight-time wage, overtime wages, and paid sick leave, including by failing to record all hours worked and failing to include all required compensation for purposes of calculating the regular rate of pay; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; timely pay all wages due during employment; and timely pay all wages due upon termination.

BIGHORN denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims.

After good-faith negotiations, in which both sides recognized the risk of an uncertain outcome, Plaintiff and BIGHORN agreed to settle the Class Action pursuant to the terms and conditions of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by BIGHORN that Plaintiff’s claims in the Class Action have merit or that it has any liability to Plaintiff or the proposed class on those claims. On the contrary, BIGHORN denies any and all such liability, and maintains that it complied with all applicable laws.

The parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class.

Exhibit A

SUMMARY OF THE SETTLEMENT

3. WHAT IS THIS LAWSUIT ABOUT?

The “**Class Period**” means the period of time from January 22, 2020 through [the date on which the Court grants preliminary approval of the Settlement] [the date on which the number of Covered Workweeks reaches 79,200]. You are a “**Class Member**” included in the Settlement if you fall within the following definition:

All current and former employees who worked for BIGHORN in a nonexempt position in California at any time during the Class Period.

The “**PAGA Period**” means the period of time from January 17, 2023 through [the date on which the Court grants preliminary approval of the Settlement] [the date on which the number of Covered Workweeks reaches 79,200]. All current and former employees who worked for BIGHORN in a nonexempt position in California at any time during the PAGA Period are also “**PAGA Group Members**.”

4. WHAT WILL I RECEIVE FROM THE SETTLEMENT?

- a. BIGHORN will pay \$1,188,000 as the Total Settlement Amount. The Total Settlement Amount will fund all payments to be made under the Settlement.
- b. The “Net Settlement Amount” is the amount from the Total Settlement Amount that is available for distribution as Settlement Shares to Class Members after deductions for payment to the California Labor and Workforce Development Agency (the “LWDA”) for its share of the settlement of claims for civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”); the Class Representative Payment; the Class Counsel Fees and Expenses Payment; the Settlement Administrator’s reasonable fees and expenses; and the employer payroll taxes calculated on the portion of Settlement Shares designated as wages.
- c. The Class Member Payment portion of the Settlement Share shall be paid to each Class Member who does not timely opt out of the Settlement by timely submitting a valid Request for Exclusion. However, as described below, all Class Members who are also PAGA Group Members will receive the PAGA Settlement Share portion of their Settlement Share regardless of whether they opt out of the Settlement.
- d. The Settlement Share for a Class Member will depend on the number of workweeks the Class Member worked in a position covered by the Settlement during the Class Period, the number of pay periods he or she worked in a position covered by the Settlement during the PAGA Period (if any), and the amounts awarded by the Court for the PAGA Civil Penalties and the payments to Plaintiff, Class Counsel, and the Settlement Administrator.
- e. “Settlement Share” means the portion of the Net Settlement Amount that will be allocated to each Class Member under the Settlement. The Settlement Administrator will calculate each Class Member’s Settlement Share as follows:

Exhibit A

- i. **PAGA Settlement Shares.** From the Total Settlement Amount, \$15,000 has been designated as the “PAGA Group Payment.” Each PAGA Group Member will receive a pro rata share of the PAGA Group Payment equal to the PAGA Group Payment times the ratio of (i) the number of pay periods worked by the PAGA Group Member for BIGHORN in a position covered by the Settlement during the PAGA Period (“Covered Pay Periods”) to (ii) the total number of Covered Pay Periods worked by all such PAGA Group Members. All PAGA Group Members, including those who opt out of the Settlement, will receive a PAGA Settlement Share.
 - ii. **Class Member Payments.** After deducting the PAGA Group Payment from the Net Settlement Amount, each Class Member who does not opt out of the Settlement will receive a payment equal to the remainder of the Net Settlement Amount times the ratio of (i) the number of workweeks worked by the Class Member for BIGHORN in a position covered by the Settlement during the Class Period (“Covered Workweeks”) to (ii) the total number of Covered Workweeks worked by all Class Members.
- f. An approximation of your Settlement Share appears on your Notice of Estimated Settlement Share accompanying this Notice. Your actual Settlement Share may be more or less once awarded. The Settlement Shares and other amounts awarded by the Court will be paid after final court approval of the Settlement, entry of the final judgment, and the exhaustion of all rights to appeal or review, or after any appeal or review has been resolved in favor of the Settlement.

5. **HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?**

You will be included in the Settlement and receive the Class Member Payment portion of your Settlement Share (if any) unless you opt out of the Settlement by filling in and signing the “Request for Exclusion Form” accompanying this Notice and mailing the completed and signed form to the Settlement Administrator, **postmarked no later than [45 days after mailing of Class Notice]** (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than **[60 days after mailing of Class Notice]**).

If you request to be excluded from the Settlement by the deadline, you will be excluded from the Settlement and will not receive the Class Member Payment portion of your Settlement Share, and you will retain the right you may have, if any, to pursue a claim against BIGHORN. However, all PAGA Group Members (defined above) will be bound by the release of PAGA claims, and will receive the PAGA Settlement Share portion of their Settlement Share, regardless of whether they opt out of the Settlement.

6. **WHAT IF THE INFORMATION ON THE ENCLOSED NOTICE OF ESTIMATED SETTLEMENT AWARD IS INACCURATE?**

The Court has appointed **[insert]** to act as an independent Settlement Administrator and to resolve any disputes concerning the calculation of Class Members’ Settlement Shares and their entitlement to Settlement Shares.

Exhibit A

If you dispute the accuracy of any of the information used to calculate your Covered Workweeks or Covered Pay Periods shown on your enclosed Notice of Estimated Settlement Share, you must ask the Settlement Administrator to resolve the matter. In order to do so, you must return your Notice of Estimated Settlement Share to the Settlement Administrator with the information that you contend is correct, **postmarked no later than [45 days after mailing of Class Notice]**. You should submit any documentary evidence that you have along with the form. After consulting with you, Class Counsel, and BIGHORN, the Settlement Administrator will make a determination of the number of your Covered Workweeks and Covered Pay Periods, and that determination will be final, binding on you and BIGHORN, and non-appealable.

7. WHAT CLAIMS ARE BEING RELEASED AS PART OF THE SETTLEMENT?

- a. **Class Members.** In consideration for their awarded Class Member Payments, as of the date the Settlement becomes Final as defined in the Settlement and is fully funded as set forth in the Settlement, all Class Members (other than those Class Members who timely and validly elected not to participate in the Settlement) release any and all known and unknown claims against BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE; BIGHORN HOMEOWNERS ASSOCIATION, INC. dba BIGHORN HOMEOWNERS ASSOCIATION; BIGHORN PROPERTIES, INC.; BIGHORN GOLF CLUB CHARITIES; BIGHORN PROPERTIES, LLC; BIGHORN GP, INC.; and BIGHORN PENTHOUSE CONDOMINIUM OWNERS ASSOCIATION (collectively, the “Released Parties”) that are asserted in the Complaint or First Amended Complaint (“FAC”) in the Class Action or arise out of or reasonably relate to the facts alleged in the Complaint or FAC that, during the Class Period, BIGHORN failed to pay all wages due at the correct rates of pay, including minimum wages, straight-time wages, overtime wages, and paid sick leave, including by failing to record all hours worked and failing to include all required compensation for purposes of calculating the regular rate of pay; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; timely pay all wages due during employment; and timely pay all wages due upon separation of employment (the “Released Class Claims”). The Released Class Claims include but are not limited to claims arising under California Labor Code sections 201-204, 210, 218.5, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, California Business and Professions Code section 17200 *et seq.*, and the Industrial Welfare Commission Wage Order. The Released Class Claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, including the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code § 2698 *et seq.*, any other related federal, state or municipal law, relief from unfair competition under California Business and Professions Code section 17200 *et seq.*, attorneys’ fees and costs, and interest.
- b. **PAGA Group Members.** In consideration for their awarded portions of the PAGA Civil Penalties, as of the date the Settlement becomes Final as defined in the Settlement and is fully funded as set forth in the Settlement, Plaintiff and the State of California with respect to all PAGA Group Members release any and all claims under PAGA for civil penalties against BIGHORN and the other Released Parties that are described in the notice(s) submitted by Plaintiff to the California Labor and Workforce Development Agency

Exhibit A

(“LWDA”) pursuant to PAGA that, during the PAGA Period, BIGHORN failed to pay all wages due at the correct rates of pay, including minimum wages, straight-time wages, overtime wages, and paid sick leave, including by failing to record all hours worked and failing to include all required compensation for purposes of calculating the regular rate of pay; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; timely pay all wages due during employment; and timely pay all wages due upon separation of employment (the “Released PAGA Claims”). The Released PAGA Claims include but are not limited to claims arising under California Labor Code sections 201-204, 210, 218.5, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, 2800, and 2802, the Industrial Welfare Commission Wage Order, and any resulting claim for attorneys’ fees and costs. All PAGA Group Members will be subject to claim preclusion with respect to the Released PAGA Claims and receive a PAGA Settlement Share, regardless of whether they elect not to participate in the Class Settlement.

- c. **Class Representative Payment.** Plaintiff will seek approval from the Court for a payment of \$10,000 in consideration of initiating and pursuing the Class Action and undertaking the risk of liability for attorneys’ fees and expenses in the event he was unsuccessful in the prosecution of the Class Action. This payment, which will be paid in addition to Plaintiff’s Settlement Share, will be made out of the Total Settlement Amount.
- d. **Class Counsel Fees and Expenses Payment.** Class Counsel will request that the Court award them 35% of the Total Settlement Amount (\$415,800) for attorneys’ fees, and an amount not to exceed \$40,000 for their expenses incurred in connection with their work in this case. BIGHORN does not oppose these payments. These amounts constitute full and complete compensation for all legal fees, costs, and expenses of all Class Counsel, including costs and expenses resulting from experts and other vendors retained by Class Counsel in connection with the litigation and all work done through the completion of the litigation, whatever date that may be. Class Members will not be required to pay Class Counsel for any other attorneys’ fees, costs or expenses out of their own pockets if the Settlement and the attorneys’ fees and expenses payment is finally approved by the Court. Class Counsel’s attorneys’ fees and expenses as approved by the Court will be paid out of the Total Settlement Amount.
- e. **Payment to the LWDA.** Because PAGA Group Members are also releasing their claims for civil penalties under PAGA, the parties have agreed that the LWDA, which is entitled to share in any recovery of civil penalties under PAGA, will be paid \$45,000 out of the Total Settlement Amount as the LWDA’s share of the settlement of civil penalties (the “LWDA Payment”). This amount is subject to the Court’s approval.
- f. **Costs of Administration.** The reasonable costs of administering the Settlement, including the Settlement Administrator’s fees and expenses, estimated to be no more than \$12,000, will be paid out of the Total Settlement Amount.
- g. **Plaintiff and Class Counsel’s Support of the Settlement.** Plaintiff as Class Representative and Class Counsel support the Settlement. Their reasons include the risk

Exhibit A

of a trial on the merits, the inherent delays and uncertainties associated with litigation, and the possibility that the Class is not entitled to any recovery. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe that the Settlement is fair, reasonable, and adequate.

8. **WHAT ARE MY RIGHTS AS A CLASS MEMBER?**

- a. **Participating in the Settlement.** Plaintiff as Class Representative and Class Counsel represent your interests as a Class Member. Unless you opt out of the Settlement, you are a part of the Class, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the claims against BIGHORN and the other Released Parties described above. As a member of the Class, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.
- b. **Notice of Estimated Settlement Share.** The enclosed Notice of Estimated Settlement Share provides the information based on which your Settlement Share will be calculated and an estimate of your Settlement Share if all Class Members participate and all payment amounts are awarded; your actual Settlement Share may be more or less. If the information in the Notice of Estimated Settlement Share (including your mailing address) is correct, you do not need to return the form. Any correction to the Notice of Estimated Settlement Share must be completed, signed by you, and returned to the Settlement Administrator, **postmarked by not later than [45 days after mailing of Class Notice]**. It is your obligation to keep the Settlement Administrator informed of any changes to your mailing address until your Settlement Share is received, should final approval of the Settlement be granted. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Settlement Share.
- c. **Excluding yourself from the Settlement.** If you do not wish to participate in the Settlement, you must completely fill out and sign the "Request for Exclusion Form" accompanying this Notice and mail it to the Settlement Administrator, **postmarked no later than [45 days after mailing of Class Notice]** (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than **[60 days after mailing of Class Notice]**). Any person who timely and properly requests to be excluded from the Settlement will not be a Participating Class Member, will not be eligible to receive the Class Member Payment portion of his or her Settlement Share, and will not be included in calculating the Class Member Payment portion of the Settlement Share of any other Class Member. Any such person will retain the right, if any, to pursue at his or her own expense a claim against BIGHORN, except that all PAGA Group Members (defined above) will release the Released PAGA Claims described above and will receive the PAGA Settlement Share portion of their Settlement Share regardless of

Exhibit A

whether they request to be excluded from the Settlement. An incomplete, unsigned or untimely Request for Exclusion will be deemed invalid.

Consistent with BIGHORN policies, there will be no retaliation or adverse action taken against any Class Member who participates in the Settlement or requests to be excluded from the Settlement.

- d. **Objecting to the Settlement.** If you do not submit a Request for Exclusion Form, you may object to the terms of the Settlement before final approval.

If you wish to submit a written objection to the Settlement, you must completely fill out and sign the “Objection to Settlement Form” accompanying this Notice, attach any and all papers, briefs, written evidence, declarations, and/or other evidence supporting your objection, and mail it to the Settlement Administrator, **postmarked no later than [45 days after mailing of Class Notice]** (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than **[60 days after mailing of Class Notice]**).

MAIL YOUR OBJECTION TO SETTLEMENT FORM TO:

Leon v. BIGHORN Settlement Administrator

c/o [redacted]

[Settlement Administrator address]

If you choose to object to the Settlement, you may also appear or appear through counsel of your choice, paid at your own expense, and be heard at the time of the final approval hearing, if you wish to do so.

If the Court overrules your objection, you will be bound by the terms of the Settlement and will still be sent your Settlement Share.

Exhibit A

9. THE LAWYERS FOR THE PARTIES

CLASS COUNSEL
BLACKSTONE LAW, APC
Jonathan M. Genish
Barbara DuVan-Clarke
P.J. Van Ert
Annabel Blanchard
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Telephone: (310) 622-4278
Facsimile: (855) 786-6356
jgenish@blackstonepc.com
BDC@blackstonepc.com
pjvanert@blackstonepc.com
ablanchard@blackstonepc.com

BIGHORN'S COUNSEL
SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP
Zachary P. Hutton
Anna M. Skaggs
Four Embarcadero Center, 17th Floor
San Francisco, California 94111

FITZGERALD & MULÉ LLP
David B. Mulé
Jana B. FitzGerald
74770 Hwy. 111, Suite 205
Indian Wells, California 92211

DO NOT CALL THE COURT OR BIGHORN'S COUNSEL.

10. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing on [REDACTED], 2026, at [REDACTED]:[REDACTED] [a.m.] [p.m.], in Department 1 of the Superior Court of California, County of Riverside, 4050 Main Street, Riverside, California 92501, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Class Representative Payment and the Class Counsel Fees and Expenses Payment.

The hearing may be postponed without further notice to the Class. **You do not need to appear at this hearing.** However, if you choose to object to the Settlement, you may appear at the hearing and be heard as described in Section 8 above.

11. GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which will be on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at the Office of the Clerk, County of Riverside, 4050 Main Street, Riverside, California 92501, during the Clerk's normal business hours; or you may contact Class Counsel or the Settlement Administrator. Reference the Leon v. BIGHORN Wage and Hour Settlement.

PLEASE DO NOT CALL THE COURT OR BIGHORN'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT. YOU MAY, HOWEVER, CALL CLASS COUNSEL (TELEPHONE NUMBER LISTED ABOVE) OR THE SETTLEMENT ADMINISTRATOR AT [INSERT NUMBER].

EXHIBIT B

[NOTICE OF ESTIMATED SETTLEMENT SHARE]

Exhibit B

NOTICE OF ESTIMATED SETTLEMENT SHARE

***LUKE LEON V. BIGHORN GOLF CLUB ET AL.*
RIVERSIDE COUNTY SUPERIOR COURT CASE NO. CVRI2400375**

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Estimated Settlement Share:

According to BIGHORN’s records:

- (a) you worked [redacted] workweeks for BIGHORN in a non-exempt position in California from January 22, 2020 through [the date on which the Court grants preliminary approval of the Settlement] [the date on which the number of Covered Workweeks reaches 79,200]; and
- (b) you worked [redacted] pay periods for BIGHORN in a non-exempt position in California from January 17, 2023 through [the date on which the Court grants preliminary approval of the Settlement] [the date on which the number of Covered Workweeks reaches 79,200].

Based on the above, your Class Member Payment is estimated at \$ [redacted] and your PAGA Settlement Share (your share of penalties under the Labor Code Private Attorneys General Act (“PAGA”)) is estimated at \$ [redacted].

(IV) If you disagree with items (a) and/or (b) in Section (III) above, please explain why you disagree in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from BIGHORN’s records, BIGHORN’s records will control unless you are able to provide documentation that establishes otherwise and that BIGHORN’s records are mistaken. If there is a dispute about whether BIGHORN’s information or your information is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator.

Date: _____

Signature: _____

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<45 DAYS AFTER MAILING OF CLASS NOTICE>>.

EXHIBIT C

[OBJECTION TO SETTLEMENT FORM]

Exhibit C

OBJECTION TO SETTLEMENT FORM

LUKE LEON V. BIGHORN GOLF CLUB ET AL.
RIVERSIDE COUNTY SUPERIOR COURT CASE NO. CVRI2400375

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** you wish to object to the Class Settlement. You must state all of your objections, including the factual and legal bases for your objection(s), and you must attach copies of any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting your objection(s).

(I) Please type or print your name and contact information.

Full name: _____

Address: _____

Street Address

City

State

Zip Code

Telephone number: _____

(II) If you are represented by an attorney for purposes of your objection(s), provide the following information regarding your attorney:

Name: _____

Law firm: _____

Address: _____

Street Address

City

State

Zip Code

Telephone number: _____

Email address: _____

(III) State all of your objections, including the factual and legal bases for your objection(s). Attach additional sheets of paper if you need more space.

I wish to object to the Class Settlement on the following grounds: _____

Date: _____

Signature: _____

THIS FORM, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<45 DAYS AFTER MAILING OF CLASS NOTICE>> (of, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than [60 days after mailing of Class Notice]).

EXHIBIT D

[REQUEST FOR EXCLUSION FORM]

Exhibit D

REQUEST FOR EXCLUSION FORM

LUKE LEON V. BIGHORN GOLF CLUB ET AL.
RIVERSIDE COUNTY SUPERIOR COURT CASE NO. CVRI2400375

Please complete, sign, date and return this Form to **<<ADMINISTRATOR CONTACT INFO>>** **ONLY IF** you wish to be excluded from the Class Settlement.

(I) Please type or print your name, contact information, and the last four digits of your Social Security number.

Full name: _____

Address: _____
Street Address

City

State

Zip Code

Telephone number: _____

Last 4 digits of SSN: _____

(II) Date and sign below only if you agree with the following statement.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE LEON V. BIGHORN GOLF CLUB LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE THE CLASS MEMBER PAYMENT PORTION OF MY SETTLEMENT SHARE.

Date: _____

Signature: _____

THIS FORM MUST BE POSTMARKED NO LATER THAN **<<45 DAYS AFTER MAILING OF CLASS NOTICE>> (of, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than **[60 days after mailing of Class Notice]**).**

EXHIBIT E

[PROPOSED ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT]

1 BLACKSTONE LAW, APC
Jonathan M. Genish
2 Barbara DuVan-Clarke
P.J. Van Ert
3 Annabel Blanchard
8383 Wilshire Boulevard, Suite 745
4 Beverly Hills, California 90211
Telephone: (310) 622-4278
5 Facsimile: (855) 786-6356
Email: jgenish@blackstonepc.com
6 BDC@blackstonepc.com
pjvanert@blackstonepc.com
7 ablanchard@blackstonepc.com

8 Attorneys for Plaintiff Luke Leon

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF RIVERSIDE

12
13 LUKE LEON, individually and on behalf of
others similarly situated,

14 Plaintiffs,

15 vs.

16 BIGHORN GOLF CLUB dba BIGHORN
17 CLUBHOUSE, a California Nonprofit
Corporation; BIGHORN HOMEOWNERS
18 ASSOCIATION, INC. dba BIGHORN
HOMEOWNERS ASSOCIATION, a
19 California Nonprofit Corporation;
BIGHORN GOLF CLUB CHARITIES, a
20 California Nonprofit Corporation;
BIGHORN PROPERTIES, LLC, a
21 California Limited Liability Company;
BIGHORN PROPERTIES, INC., a
22 California Corporation; BIGHORN GP,
INC., a California Corporation; BIGHORN
23 PENTHOUSE CONDOMINIUM OWNERS
ASSOCIATION, a California Nonprofit
24 Corporation; and DOES 1 through 25,
inclusive,

25 Defendants.

Case No. CVRI2400375

[PROPOSED] ORDER:

- 16 **(1) PRELIMINARILY APPROVING
PROPOSED CLASS AND PAGA
SETTLEMENT;**
- 17 **(2) CONDITIONALLY CERTIFYING
SETTLEMENT CLASS;**
- 18 **(3) APPOINTING CLASS
REPRESENTATIVE, CLASS COUNSEL,
AND SETTLEMENT ADMINISTRATOR;**
- 19 **(4) APPROVING CLASS NOTICE AND
RELATED MATERIALS; AND**
- 20 **(5) SETTING HEARING FOR FINAL
APPROVAL OF SETTLEMENT**

*[Assigned to the Hon. Harold W. Hopp,
Department 1]*

Complaint filed: January 22, 2024

1 **[PROPOSED] ORDER**

2 The motion of plaintiff Luke Leon (“Plaintiff”) for Preliminary Approval of Class Action
3 Settlement (the “Motion”) came on regularly for hearing before this Court on
4 _____, ____ at ____:____ a.m. / p.m. The Court, having considered the proposed
5 Settlement Agreement (the “Settlement”) between Plaintiff and defendants BIGHORN GOLF
6 CLUB dba BIGHORN CLUBHOUSE, BIGHORN HOMEOWNERS ASSOCIATION, INC. dba
7 BIGHORN HOMEOWNERS ASSOCIATION, and BIGHORN PROPERTIES, INC. (collectively
8 “BIGHORN” or “Defendants”), attached as Exhibit 3 to the Declaration of Annabel Blanchard
9 filed concurrently with the Motion; having considered the Motion, Memorandum of Points and
10 Authorities in support thereof, and supporting declarations filed therewith, and any argument
11 presented at the hearing on the Motion; and good cause appearing, **HEREBY ORDERS THE**
12 **FOLLOWING:**

13 1. The Court GRANTS preliminary approval of the class action settlement as set forth
14 in the Settlement and finds its terms to be within the range of reasonableness of a settlement that
15 ultimately could be granted approval by the Court at a Final Approval Hearing. For purposes of
16 the Settlement only, the Court finds that the proposed Class is ascertainable and that there is a
17 sufficiently well-defined community of interest among the members of the Class in questions of
18 law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of
19 the Class, which is defined as follows:

20 All current and former employees who worked for BIGHORN in a
21 nonexempt position in California at any time from January 22, 2020 through
22 [the date on which the Court grants preliminary approval of the Settlement]
[the date on which the number of Covered Workweeks reaches 79,200].

23 2. For purposes of the Settlement, the Court designates plaintiff Luke Leon as Class
24 Representative, and designates Jonathan M. Genish, Barbara DuVan-Clarke, P.J. Van Ert, and
25 Annabel Blanchard of Blackstone Law, APC as Class Counsel.

26 3. The Court designates Apex Class Action Administrators as the third-party
27 Settlement Administrator for mailing notices.

1 4. The Court approves, as to form and content, the Notice of Proposed Class Action
2 Settlement, and Final Approval Hearing (“Class Notice”), the Notice of Estimated Settlement
3 Share, the Objection to Settlement Form, and the Request for Exclusion Form, attached as
4 Exhibit A, Exhibit B, Exhibit C, and Exhibit D, respectively, to this Order (collectively, the “Class
5 Notice Packet”).

6 5. The Court finds that the form of notice to the Class Members regarding the pendency
7 of the action and of the Settlement, and the methods of giving notice to Class Members, constitute
8 the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice
9 to all Settlement Class members. The form and method of giving notice complies fully with the
10 requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766
11 and 3.769, the California and United States Constitutions, and other applicable law.

12 6. The Court further approves the procedures for Class Members to opt out of or object
13 to the Settlement, as set forth in the Class Notice. Any Request for Exclusion Form (“opt-out”) or
14 Objection to Settlement Form shall be submitted to the Settlement Administrator rather than filed
15 with the Court.

16 7. The procedures and requirements for filing objections in connection with the Final
17 Approval Hearing are intended to ensure the efficient administration of justice and the orderly
18 presentation of any Class Member’s objection to the Settlement, in accordance with the due process
19 rights of all Settlement Class members.

20 8. The Court directs the Settlement Administrator to mail the Class Notice Packet to
21 the Class Members in accordance with the terms of the Settlement.

22 9. The Notice shall provide at least 45 calendar days’ notice from the date of initial
23 mailing for Class Members to object to the Settlement, opt out of the Settlement, or submit disputes
24 regarding the information shown on their Notices of Estimated Settlement Share.

25 10. The Final Approval Hearing on the question of whether the Settlement should be
26 finally approved as fair, reasonable, and adequate is scheduled in Department 1 of this Court,
27 located at 4050 Main Street, Riverside, California 92501, on _____, 2026

28

1 at ____:____ a.m. / p.m. Should this hearing date be continued, the Settlement Administrator is to
2 give notice to any objecting party of the continuance of the hearing.

3 11. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement
4 should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment
5 granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application
6 for reasonable attorneys' fees, reimbursement of litigation expenses, representative payment to
7 Plaintiff, and settlement administration costs should be granted.

8 12. Counsel for the Parties shall file memoranda, declarations, or other statements and
9 materials in support of their request for final approval of the Settlement, attorneys' fees, litigation
10 expenses, Plaintiff's representative payment, and settlement administration costs prior to the Final
11 Approval Hearing according to the time limits set by the Code of Civil Procedure and the California
12 Rules of Court.

13 13. The Settlement Administrator shall file a declaration authenticating a copy of every
14 Request for Exclusion Form and every Objection to the Settlement Form received by the Settlement
15 Administrator prior to the Final Approval Hearing according to the time limits set by the Code of
16 Civil Procedure and the California Rules of Court.

17 14. An implementation schedule is below:

Event	Date
BIGHORN to provide Class Member Information to Settlement Administrator no later than [30 days after preliminary approval]:	_____
Settlement Administrator to mail Class Notice Packets to Class Members no later than [15 days after receiving Class Member Information]:	_____
Deadline for Class Members to object to the Settlement, opt out of the Settlement, or submit disputes to the Settlement Administrator regarding information shown on Notices of Estimated Settlement Share [45 days after mailing of Class Notice Packets]:	_____
Deadline for Parties to file Motion for Final Approval of Class Action Settlement [16 court days before Final Approval Hearing]:	_____

1 Final Approval Hearing: _____
2

3 15. Pending the Final Approval Hearing, all proceedings in this action, other than
4 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
5 Order, are stayed.

6 16. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
7 connection with the administration of the Settlement which are not materially inconsistent with
8 either this Order or the terms of the Settlement.

9 **IT IS SO ORDERED.**

10 Dated:

11
12 By: _____

Hon. Harold W. Hopp
Judge of the Superior Court

EXHIBIT F

**[PROPOSED ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND
JUDGMENT]**

1 BLACKSTONE LAW, APC
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2 Barbara DuVan-Clarke
P.J. Van Ert
3 Annabel Blanchard
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4 Beverly Hills, California 90211
Telephone: (310) 622-4278
5 Facsimile: (855) 786-6356
Email: jgenish@blackstonepc.com
6 BDC@blackstonepc.com
pjvanert@blackstonepc.com
7 ablanchard@blackstonepc.com

8 Attorneys for Plaintiff Luke Leon

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF RIVERSIDE

11
12 LUKE LEON, individually and on behalf of
others similarly situated,

13 Plaintiffs,

14 vs.

15 BIGHORN GOLF CLUB dba BIGHORN
16 CLUBHOUSE, a California Nonprofit
Corporation, BIGHORN HOMEOWNERS
17 ASSOCIATION, INC. dba BIGHORN
HOMEOWNERS ASSOCIATION, a
18 California Nonprofit Corporation;
BIGHORN GOLF CLUB CHARITIES, a
19 California Nonprofit Corporation;
BIGHORN PROPERTIES, LLC, a
20 California Limited Liability Company;
BIGHORN PROPERTIES, INC., a
21 California Corporation; BIGHORN GP,
INC., a California Corporation; BIGHORN
22 PENTHOUSE CONDOMINIUM OWNERS
ASSOCIATION, a California Nonprofit
23 Corporation; and DOES 1 through 50,

24 Defendants.

Case No. CVRI2400375

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
FINAL JUDGMENT THEREON**

*[Assigned to the Hon. Harold W. Hopp,
Department 1]*

Complaint filed: January 22, 2024

1 **[PROPOSED] ORDER**

2 On [REDACTED], 2025, a hearing was held on the motion of plaintiff Luke Leon (“Plaintiff”) for final approval of Plaintiff’s Settlement Agreement with defendants BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE, BIGHORN HOMEOWNERS ASSOCIATION, INC. dba BIGHORN HOMEOWNERS ASSOCIATION, and BIGHORN PROPERTIES, INC. (collectively “BIGHORN” or “Defendants”) filed on [REDACTED] as Exhibit 3 to the Declaration of Annabel Blanchard in support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (the “Settlement”), and payments to the Labor and Workforce Development Agency (“LWDA”) and the Settlement Administrator. Annabel Blanchard of Blackstone Law, APC appeared for Plaintiff, and Zachary P. Hutton of Sheppard, Mullin, Richter & Hampton LLP appeared for BIGHORN.

12 The parties have submitted their Settlement, which this Court preliminarily approved by its order dated [REDACTED], [REDACTED] (“Preliminary Approval Order”). In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement and the opportunity to comment on or object to it or to exclude themselves from its provisions.

16 Having received and considered the Settlement, the supporting papers filed by the parties, and the evidence and argument received by the Court at the hearing before it entered the Preliminary Approval Order and the final approval hearing on [REDACTED], [REDACTED], the Court grants final approval of the Settlement, and HEREBY ORDERS, ADJUDICATES, AND DECREES as follows:

21 1. The certification of the following Class is confirmed for the purpose of entering a settlement in this matter:

23 All current and former employees who worked for BIGHORN in a nonexempt position in California at any time from January 22, 2020 through [the date on which the Court grants preliminary approval of the Settlement] [the date on which the number of Covered Workweeks reaches 79,200].

26 2. The Settlement Administrator received [REDACTED] valid requests for exclusion from the Class. The employee identification numbers of the individuals who timely submitted valid requests

1 for exclusion are listed in Exhibit [REDACTED] to the Declaration of [Settlement Administrator] filed on
2 [REDACTED], [REDACTED].

3 3. The Court confirms the appointment of plaintiff Luke Leon as Class Representative,
4 and of Jonathan M. Genish, Barbara DuVan-Clarke, P.J. Van Ert, and Annabel Blanchard of
5 Blackstone Law, APC as Class Counsel.

6 4. Pursuant to the Preliminary Approval Order, a Notice of Proposed Settlement and
7 Final Approval Hearing, Notice of Estimated Settlement Share, Objection to Settlement Form, and
8 Request for Exclusion Form were sent to each Class Member by first-class mail. These papers
9 informed Class Members of the terms of the Settlement, their right to receive a Settlement Share,
10 their right to comment on or object to the Settlement or to opt out of the Settlement and pursue
11 their own remedies, and their right to appear in person or by counsel at the final approval hearing
12 and be heard regarding approval of the Settlement. Adequate periods of time were provided by
13 each of these procedures. No Class Members objected to the Settlement as part of this notice
14 process or stated an intent to appear at the final approval hearing.

15 5. The Court finds and determines that this notice procedure afforded adequate
16 protections to Class Members and provides the basis for the Court to make an informed decision
17 regarding approval of the Settlement based on the responses of Class Members. The Court finds
18 and determines that the notice provided in this case was the best notice practicable, which satisfied
19 the requirements of law and due process.

20 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
21 determines that the proposed class, as defined in the definitions section of the Settlement, meets all
22 of the legal requirements for class certification, and it is hereby ordered that the Class is finally
23 approved and certified as a class for purposes of the Settlement.

24 7. [The Court overrules the objections raised by objecting Class Members.]

25 8. The Court further finds and determines that the terms of the Settlement are fair,
26 reasonable, and adequate to the Class and to each Class Member. The Class Members who have
27 not opted out will be bound by the Settlement, except that PAGA Group Members (as defined in
28 the Settlement, those who worked for BIGHORN in a nonexempt position in California at any time

1 from January 17, 2023 through [the date on which the Court grants preliminary approval of the
2 Settlement] [the date on which the number of Covered Workweeks reaches 79,200]) will release
3 the PAGA claims released in the Settlement, and will receive a portion of the amount set aside for
4 their share of the settlement of civil penalties, regardless of whether they opt out of the Settlement.
5 The Settlement is ordered finally approved, and that all terms and provisions of the Settlement
6 should be and hereby are ordered to be consummated.

7 9. The Court finds and determines that the Settlement Shares to be paid to the Class
8 Members (including the Class Member Payments to be paid to Class Members who did not timely
9 submit a valid Request for Exclusion and PAGA Settlement Shares to be paid to all PAGA Group
10 Members), as provided for by the Settlement, are fair and reasonable. The Court hereby grants
11 final approval to and orders the payment of those amounts to be made to the Class Members out of
12 the Net Settlement Amount in accordance with the Settlement.

13 10. Any envelope transmitting a settlement payment to a Class Member shall bear the
14 notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." A Class Member
15 must cash his or her Settlement Share check within one hundred and eighty (180) calendar days
16 after it is mailed to him or her. The Settlement Administrator shall mail a reminder postcard to any
17 Class Member whose settlement payment check has not been negotiated within 60 days after the
18 date of mailing.

19 11. If (i) any of the Class Members are current employees of BIGHORN, (ii) the
20 distribution mailed to those Class Members is returned to the Settlement Administrator as being
21 undeliverable, and (iii) the Settlement Administrator is unable to locate a valid mailing address, the
22 Settlement Administrator shall arrange with BIGHORN to have those settlement payment checks
23 delivered to those Class Members at their place of employment.

24 12. The Court finds that in consideration for their awarded Class Member Payment
25 portions of their Settlement Shares, as of the date the Settlement becomes Final as defined in the
26 Settlement and is fully funded as set forth in the Settlement, all Class Members (other than those
27 Class Members who timely and validly elected not to participate in the Settlement) release any and
28 all known and unknown claims against BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE;

1 BIGHORN HOMEOWNERS ASSOCIATION, INC. dba BIGHORN HOMEOWNERS
2 ASSOCIATION; BIGHORN PROPERTIES, INC.; BIGHORN GOLF CLUB CHARITIES;
3 BIGHORN PROPERTIES, LLC; BIGHORN GP, INC.; and BIGHORN PENTHOUSE
4 CONDOMINIUM OWNERS ASSOCIATION (collectively, the “Released Parties”) that are
5 asserted in the Complaint or First Amended Complaint (“FAC”) in this Action or arise out of or
6 reasonably relate to the facts alleged in the Complaint or FAC that, from January 22, 2020 through
7 [the date on which the Court grants preliminary approval of the Settlement] [the date on which the
8 number of Covered Workweeks reaches 79,200] (the “Class Period”), BIGHORN GOLF CLUB
9 dba BIGHORN CLUBHOUSE; BIGHORN HOMEOWNERS ASSOCIATION, INC. dba
10 BIGHORN HOMEOWNERS ASSOCIATION (collectively, “BIGHORN” or “Defendants”)
11 failed to pay all wages due at the correct rates of pay, including minimum wages, straight-time
12 wages, overtime wages, and paid sick leave, including by failing to record all hours worked and
13 failing to include all required compensation for purposes of calculating the regular rate of pay;
14 provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay;
15 maintain accurate records; furnish accurate itemized wage statements; reimburse necessary
16 business expenses; timely pay all wages due during employment; and timely pay all wages due
17 upon separation of employment (the “Released Class Claims”). The Released Class Claims include
18 but are not limited to claims arising under California Labor Code sections 201-204, 210, 218.5,
19 226, 226.2, 226.3, 226.7, 246. 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,
20 2800, and 2802, California Business and Professions Code section 17200 et seq., and the Industrial
21 Welfare Commission Wage Order. The Released Class Claims include claims for wages, statutory
22 penalties, civil penalties, or other relief under the California Labor Code, including the Labor Code
23 Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code § 2698 et seq., any other related
24 federal, state or municipal law, relief from unfair competition under California Business and
25 Professions Code section 17200 et seq., attorneys’ fees and costs, and interest.

26 13. The Court finds that in consideration for their awarded portions of the PAGA Civil
27 Penalties, as of the date the Settlement becomes Final as defined in the Settlement and is fully
28 funded as set forth in the Settlement, Plaintiff and the State of California with respect to all PAGA

1 Group Members release any and all claims under PAGA for civil penalties against BIGHORN and
2 the other Released Parties that are described in the notice(s) submitted by Plaintiff to the LWDA
3 pursuant to PAGA that, from January 17, 2023 through [the date on which the Court grants
4 preliminary approval of the Settlement] [the date on which the number of Covered Workweeks
5 reaches 79,200] (the “PAGA Period”), BIGHORN failed to pay all wages due at the correct rates
6 of pay, including minimum wages, straight-time wages, overtime wages, and paid sick leave,
7 including by failing to record all hours worked and failing to include all required compensation for
8 purposes of calculating the regular rate of pay; provide meal and rest periods; pay meal and rest
9 period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized
10 wage statements; reimburse necessary business expenses; timely pay all wages due during
11 employment; and timely pay all wages due upon separation of employment (the “Released PAGA
12 Claims”). The Released PAGA Claims include but are not limited to claims arising under
13 California Labor Code sections 201-204, 210, 218.5, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558,
14 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 et seq., 2800, and 2802, the Industrial Welfare
15 Commission Wage Order, and any resulting claim for attorneys’ fees and costs. All PAGA Group
16 Members will be subject to claim preclusion with respect to the Released PAGA Claims and receive
17 a PAGA Settlement Share, regardless of whether they elect not to participate in the Class
18 Settlement.

19 14. The parties shall bear his, her, its or their own respective attorneys’ fees and costs
20 except as otherwise provided in the Settlement and this Order and Judgment.

21 15. Pursuant to the Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab.
22 Code §§ 2699(1)(2), (1)(4) (2004) (amended 2024), the LWDA has been given notice of the
23 Settlement. Pursuant to PAGA, on or before the date the parties filed with the Court the motion
24 seeking preliminary approval of the Settlement, Plaintiff submitted to the LWDA a notice of the
25 Settlement enclosing a copy of the Settlement. The Court finds and determines that the notice of
26 the Settlement complied with the statutory requirements of PAGA.

27 16. The Court finds and determines that the resolution of the Released PAGA Claims
28 and the PAGA Penalties Payment, which includes the payment to the LWDA of \$45,000 and the

1 payment to PAGA Group Members of \$15,000 as their respective shares of the settlement of civil
2 penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to
3 and orders that the payment of the PAGA Civil Penalties be paid out of the Total Settlement
4 Amount in accordance with the Settlement.

5 17. The Court finds and determines that the fees and expenses of Apex Class Action
6 Administrators in administrating the settlement, in the amount of \$[REDACTED], are fair and reasonable.
7 The Court hereby grants final approval to and orders that the payment of approximately that amount
8 be paid out of the Total Settlement Amount in accordance with the Settlement.

9 18. In addition to any recovery that Plaintiff may receive as his Settlement Share, and
10 in recognition of the Plaintiff's efforts on behalf of the Class, the Court hereby approves the
11 payment of an incentive award to Plaintiff in the amount of \$10,000. This shall be paid from the
12 Total Settlement Amount.

13 19. Pursuant to the authorities and argument presented to the Court, the Court approves
14 the payment of attorneys' fees to Class Counsel in the sum of \$[35% of the Total Settlement
15 Amount], plus costs and expenses in the amount of \$[up to \$40,000]. This shall be paid from the
16 Total Settlement Amount.

17 20. The parties are hereby ordered to comply with the terms of the Settlement.

18 21. Without affecting the finality of this order in any way, pursuant to California Code
19 of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
20 interpretation, administration, implementation, effectuation, and enforcement of this order and the
21 Settlement.

22 22. The Court enters final judgment in the Action in accordance with the Settlement and
23 this Order, subject to the Court's retention of continuing jurisdiction over the Action and the
24 Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes
25 of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)
26 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

27 **IT IS SO ORDERED AND ADJUDGED.**

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1 Dated:

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By:

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Hon. Harold W. Hopp
Judge of the Superior Court

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