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10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF RIVERSIDE

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

15 Plaintiffs,

16 vs.

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

26 Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

APR 09 2026

D. Board

QB

Case No. CVRI2400375

~~REVISED PROPOSED~~ ORDER:

(1) PRELIMINARILY APPROVING
PROPOSED CLASS AND PAGA
SETTLEMENT;

(2) CONDITIONALLY CERTIFYING
SETTLEMENT CLASS;

(3) APPOINTING CLASS
REPRESENTATIVE, CLASS COUNSEL,
AND SETTLEMENT ADMINISTRATOR;

(4) APPROVING CLASS NOTICE AND
RELATED MATERIALS; AND

(5) SETTING HEARING FOR FINAL
APPROVAL OF SETTLEMENT

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

Complaint filed: January 22, 2024
FAC filed: January 6, 2026

1 **[REVISED 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 March 5, 2026 at
4 8:30 a.m. The Court, having considered the proposed Settlement Agreement (the "Settlement")
5 between Plaintiff and defendants BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE,
6 BIGHORN HOMEOWNERS ASSOCIATION, INC. dba BIGHORN HOMEOWNERS
7 ASSOCIATION, and BIGHORN PROPERTIES, INC. (collectively "BIGHORN" or
8 "Defendants"), attached as Exhibit 3 to the Declaration of Annabel Blanchard filed concurrently
9 with the Motion; having considered the Motion, Memorandum of Points and Authorities in support
10 thereof, and supporting declarations filed therewith, and any argument presented at the hearing on
11 the Motion; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

12 1. The Court GRANTS preliminary approval of the class action settlement as set forth
13 in the Settlement, including the Total Settlement Amount (\$1,188,000); Attorneys' Fees (35% of
14 the TSA or \$415,800); Attorneys' Costs (up to \$40,000); Class Representative Payment (\$10,000),
15 Settlement Administrator's Fees (up to \$12,000); and PAGA Penalties (\$60,000), to be allocated
16 75% to the LWDA and 25% to the Aggrieved Employees; and finds its terms to be within the range
17 of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final
18 Approval Hearing. For purposes of the Settlement only, the Court finds that the proposed Class is
19 ascertainable and that there is a sufficiently well-defined community of interest among the
20 members of the Class in questions of law and fact. Therefore, for settlement purposes only, the
21 Court grants conditional certification of the Class, which is defined as follows:

22 All current and former employees who worked for BIGHORN in a
23 nonexempt position in California at any time from January 22, 2020 through:
24 (a) the date on which the Court grants preliminary approval of the Settlement,
25 or
26 (b) the date on which the number of Covered Workweeks reaches 79,200,
27 whichever is earlier.

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

1 3. The Court designates Apex Class Action Administrators as the third-party
2 Settlement Administrator. The Settlement Administrator's services include: preparing, printing,
3 and mailing the Class Notice Packet and other documents for the Settlement to Class Members and
4 PAGA Group Members; receiving Class Member opt outs and/or objections to the Settlement;
5 calculating and distributing payments due under the Settlement; issuing IRS Forms 1099 and W-2,
6 and all required tax reporting, filings, withholdings, and remittances; providing necessary reports
7 and declarations; and other duties and responsibilities as requested by the Parties or ordered by the
8 Court. The Settlement Administrator shall also perform all duties and responsibilities as set forth
9 in the Parties' Settlement.

10 4. The Court approves, as to form and content, the Notice of Proposed Class Action
11 Settlement, and Final Approval Hearing ("Class Notice"), the Notice of Estimated Settlement
12 Share, the Objection to Settlement Form, and the Request for Exclusion Form, attached as
13 Exhibit A, Exhibit B, Exhibit C, and Exhibit D, respectively, to this Order (collectively, the "Class
14 Notice Packet").

15 5. The Court finds that the form of notice to the Class Members regarding the pendency
16 of the action and of the Settlement, and the methods of giving notice to Class Members, constitute
17 the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice
18 to all Settlement Class members, including because they contain required disclosures such
19 estimates of recovery, court findings, location of settlement, opt-out procedures, and tax treatment.
20 The form and method of giving notice complies fully with the requirements of California Code of
21 Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United
22 States Constitutions, and other applicable law.

23 6. The Court further approves the procedures for Class Members to opt out of or object
24 to the Settlement (but not the PAGA Settlement), as set forth in the Class Notice. Any Request for
25 Exclusion Form ("opt-out") or Objection to Settlement Form shall be submitted to the Settlement
26 Administrator rather than filed with the Court.

27 7. The procedures and requirements for filing objections in connection with the Final
28 Approval Hearing are intended to ensure the efficient administration of justice and the orderly

1 presentation of any Class Member's objection to the Settlement, in accordance with the due process
2 rights of all Settlement Class members.

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

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

8 10. The Final Approval Hearing on the question of whether the Settlement should be
9 finally approved as fair, adequate, and reasonable is scheduled in Department 1 of this Court,
10 located at 4050 Main Street, Riverside, California 92501, on July 30, 2026, 2026 at 8:30 a.m.
11 Should this hearing date be continued, the Settlement Administrator is to give notice to any
12 objecting party of the continuance of the hearing.

13 11. At the Final Approval Hearing, the Court will consider all matters concerning the
14 Settlement, including: (a) whether the Settlement should be finally approved as fair, reasonable,
15 and adequate for the Class; (b) whether a judgment granting final approval of the Settlement should
16 be entered; and (c) whether Plaintiff's application for reasonable attorneys' fees, reimbursement of
17 litigation expenses, representative payment to Plaintiff, and settlement administration costs should
18 be granted.

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

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

28 14. An implementation schedule for the Settlement is below:

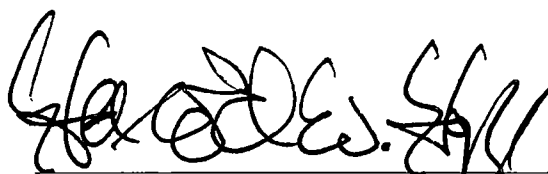
Event	Date
BIGHORN to provide Class Member Information to Settlement Administrator no later than [30 days after preliminary approval]:	April 4, 2026
Settlement Administrator to mail Class Notice Packets to Class Members no later than [15 days after receiving Class Member Information]:	April 19, 2026
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]:	June 18, 2026
Deadline for Parties to file Motion for Final Approval of Class Action Settlement [16 court days before Final Approval Hearing]:	July 8, 2026
Final Approval Hearing:	July 30, 2026

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

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

IT IS SO ORDERED.

Dated: 4/8/26

By: 
Hon. Harold W. Hopp
Judge of the Superior Court

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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:

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").

1 The Court has preliminarily approved the Settlement and conditionally certified the Class for
2 purposes of the Settlement only. The Court has determined only that there is sufficient evidence to
3 suggest that the Settlement is fair, adequate, and reasonable. A final determination will be made at
4 the final approval hearing on July 30, 2026, at 8:30 a.m., in Department 1 of the Superior
5 Court of California, County of Riverside, 4050 Main Street, Riverside, California 92501. You have
6 received this notice because BIGHORN's records indicate that you are a member of the Class. This
7 notice is designed to inform you of the terms of the Settlement and how you can object to the
8 Settlement, opt out of the Settlement, or provide corrected information to the Settlement
9 Administrator. Unless you opt out of the Settlement, the Settlement if finally approved by the Court
10 will be binding upon you.

11 **2. WHAT IS THIS LAWSUIT ABOUT?**

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

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

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

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

27 The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the
28 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.

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

1 Workweeks reaches 79,200]. You are a “**Class Member**” included in the Settlement if you fall
2 within the following definition:

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

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

10 **4. WHAT WILL I RECEIVE FROM THE SETTLEMENT?**

11 a. BIGHORN will pay \$1,188,000 as the Total Settlement Amount. The Total Settlement
12 Amount will fund all payments to be made under the Settlement.

13 b. The “Net Settlement Amount” is the amount from the Total Settlement Amount that is
14 available for distribution as Settlement Shares to Class Members after deductions for
15 payment to the California Labor and Workforce Development Agency (the “LWDA”) for
16 its share of the settlement of claims for civil penalties pursuant to the Labor Code Private
17 Attorneys General Act of 2004 (“PAGA”); the Class Representative Payment; the Class
18 Counsel Fees and Expenses Payment; the Settlement Administrator’s reasonable fees and
19 expenses; and the employer payroll taxes calculated on the portion of Settlement Shares
20 designated as wages.

21 c. The Class Member Payment portion of the Settlement Share shall be paid to each Class
22 Member who does not timely opt out of the Settlement by timely submitting a valid Request
23 for Exclusion. However, as described below, all Class Members who are also PAGA Group
24 Members will receive the PAGA Settlement Share portion of their Settlement Share
25 *regardless of whether they opt out of the Settlement.*

26 d. The Settlement Share for a Class Member will depend on the number of workweeks the
27 Class Member worked in a position covered by the Settlement during the Class Period, the
28 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:

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. The Settlement Administrator will issue to each PAGA Group Member an IRS form 1099 with respect to their 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. Class Member Payments will be deemed one-third (1/3) wages and two-thirds (2/3) non-wages (penalties and interest). The Settlement Administrator will issue each Class Member an IRS form W-2 with respect to the wage portion of their Class Member Payment, and an IRS form 1099 with respect to the non-wage portion of their Class Member Payment.

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.

g. According to BIGHORN's records:

i. you worked [] 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

ii. you worked [] 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 \$ [] and your PAGA Settlement Share (your share of penalties under the Labor Code Private Attorneys General Act ("PAGA")) is estimated at \$ [].

h. Class Member Payments are estimated to range from approximately \$9 to \$2,464 based on number of workweeks worked 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]; PAGA Settlement Shares are estimated to range from approximately \$0.34 to \$51 based on number of pay periods worked 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].

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

2 You will be included in the Settlement and receive the Class Member Payment portion of your
3 Settlement Share (if any) unless you opt out of the Settlement by filling in and signing the "Request
4 for Exclusion Form" accompanying this Notice and mailing the completed and signed form to the
5 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]**).

6 If you request to be excluded from the Settlement by the deadline, you will be excluded from the
7 Settlement and will not receive the Class Member Payment portion of your Settlement Share, and
8 you will retain the right you may have, if any, to pursue a claim against BIGHORN. However, all
9 **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.** You may not opt out of the PAGA portion of the settlement.

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

12 The Court has appointed Apex Class Action to act as an independent Settlement Administrator and
13 to resolve any disputes concerning the calculation of Class Members' Settlement Shares and their
entitlement to Settlement Shares.

14 If you dispute the accuracy of any of the information used to calculate your Covered Workweeks or
15 Covered Pay Periods shown on your enclosed Notice of Estimated Settlement Share, you must ask
16 the Settlement Administrator to resolve the matter. In order to do so, you must return your Notice
17 of Estimated Settlement Share to the Settlement Administrator with the information that you contend
18 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.

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

20 a. **Class Members.** In consideration for their awarded Class Member Payments, as of the date the Settlement
21 becomes Final as defined in the Settlement and is fully funded as set forth in the Settlement,
22 all Class Members (other than those Class Members who timely and validly elected not to
23 participate in the Settlement) release any and all known and unknown claims against
24 BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE; BIGHORN HOMEOWNERS
25 ASSOCIATION, INC. dba BIGHORN HOMEOWNERS ASSOCIATION; BIGHORN
26 PROPERTIES, INC.; BIGHORN GOLF CLUB CHARITIES; BIGHORN PROPERTIES,
27 LLC; BIGHORN GP, INC.; and BIGHORN PENTHOUSE CONDOMINIUM OWNERS
28 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

1 of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse
2 necessary business expenses; timely pay all wages due during employment; and timely pay
3 all wages due upon separation of employment (the "Released Class Claims"). The Released
4 Class Claims include but are not limited to claims arising under California Labor Code
5 sections 201-204, 210, 218.5, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5,
6 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, California Business and Professions
7 Code section 17200 *et seq.*, and the Industrial Welfare Commission Wage Order. The
8 Released Class Claims include claims for wages, statutory penalties, civil penalties, or other
9 relief under the California Labor Code, including the Labor Code Private Attorneys General
10 Act of 2004 ("PAGA"), Cal. Lab. Code § 2698 *et seq.*, any other related federal, state or
11 municipal law, relief from unfair competition under California Business and Professions
12 Code section 17200 *et seq.*, attorneys' fees and costs, and interest.

13
14 b. **PAGA Group Members.** In consideration for their awarded portions of the PAGA Civil
15 Penalties, as of the date the Settlement becomes Final as defined in the Settlement and is
16 fully funded as set forth in the Settlement, Plaintiff and the State of California with respect
17 to all PAGA Group Members release any and all claims under PAGA for civil penalties
18 against BIGHORN and the other Released Parties that are described in the notice(s)
19 submitted by Plaintiff to the California Labor and Workforce Development Agency
20 ("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.

21 c. **Class Representative Payment.** Plaintiff will seek approval from the Court for a payment
22 of \$10,000 in consideration of initiating and pursuing the Class Action and undertaking the
23 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.

24 d. **Class Counsel Fees and Expenses Payment.** Class Counsel will request that the Court
25 award them 35% of the Total Settlement Amount (\$415,800) for attorneys' fees, and an
26 amount not to exceed \$40,000 for their expenses incurred in connection with their work in
27 this case. BIGHORN does not oppose these payments. These amounts constitute full and
28 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

1 any other attorneys' fees, costs or expenses out of their own pockets if the Settlement and
2 the attorneys' fees and expenses payment is finally approved by the Court. Class Counsel's
3 attorneys' fees and expenses as approved by the Court will be paid out of the Total
Settlement Amount.

4 e. **Payment to the LWDA.** Because PAGA Group Members are also releasing their claims
5 for civil penalties under PAGA, the parties have agreed that the LWDA, which is entitled to
6 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.

7 f. **Costs of Administration.** The reasonable costs of administering the Settlement, including
8 the Settlement Administrator's fees and expenses, estimated to be no more than \$12,000,
will be paid out of the Total Settlement Amount.

9 g. **Plaintiff and Class Counsel's Support of the Settlement.** Plaintiff as Class Representative
10 and Class Counsel support the Settlement. Their reasons include the risk of a trial on the
11 merits, the inherent delays and uncertainties associated with litigation, and the possibility
12 that the Class is not entitled to any recovery. Based on their experience litigating similar
13 cases, Class Counsel believe that further proceedings in this case, including a trial and
14 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.

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

16 a. **Participating in the Settlement.** Plaintiff as Class Representative and Class Counsel
17 represent your interests as a Class Member. Unless you opt out of the Settlement, you are a
18 part of the Class, you will be bound by the terms of the Settlement and any final judgment
19 that may be entered by the Court, and you will be deemed to have released the claims against
20 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.

21 b. **Notice of Estimated Settlement Share.** The enclosed Notice of Estimated Settlement Share
22 provides the information based on which your Settlement Share will be calculated and an
23 estimate of your Settlement Share if all Class Members participate and all payment amounts
24 are awarded; your actual Settlement Share may be more or less. If the information in the
25 Notice of Estimated Settlement Share (including your mailing address) is correct, you do not
26 need to return the form. Any correction to the Notice of Estimated Settlement Share must
27 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
28 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.

1 c. **Excluding yourself from the Settlement.** If you do not wish to participate in the
2 Settlement, you must completely fill out and sign the "Request for Exclusion Form"
3 accompanying this Notice and mail it to the Settlement Administrator, **postmarked no later**
4 **than [45 days after mailing of Class Notice]** (or, if your Class Notice was returned to the
5 Settlement Administrator as undeliverable and re-mailed, postmarked no later than **[60 days**
6 **after mailing of Class Notice]**). Any person who timely and properly requests to be excluded
7 from the Settlement will not be a Participating Class Member, will not be eligible to receive
8 the Class Member Payment portion of his or her Settlement Share, and will not be included
9 in calculating the Class Member Payment portion of the Settlement Share of any other Class
10 Member. Any such person will retain the right, if any, to pursue at his or her own expense
11 a claim against BIGHORN, except that all PAGA Group Members (defined above) will
12 release the Released PAGA Claims described above and will receive the PAGA Settlement
13 Share portion of their Settlement Share regardless of whether they request to be excluded
14 from the Settlement. An incomplete, unsigned or untimely Request for Exclusion will be
15 deemed invalid.

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

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

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

28 **MAIL YOUR OBJECTION TO SETTLEMENT FORM TO:**

Leon v. BIGHORN Settlement Administrator
c/o Apex Class Action, LLC
P.O. Box 54668

Irvine, CA 92619

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.

1 **9. THE LAWYERS FOR THE PARTIES**

2 **CLASS COUNSEL**

3 BLACKSTONE LAW, APC

4 Jonathan M. Genish

5 Barbara DuVan-Clarke

6 P.J. Van Ert

7 Annabel Blanchard

8 8383 Wilshire Boulevard, Suite 745

9 Beverly Hills, California 90211

10 Telephone: (310) 622-4278

11 Facsimile: (855) 786-6356

12 jgenish@blackstonepc.com

13 BDC@blackstonepc.com

14 pjvanert@blackstonepc.com

15 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.

11 **10. FINAL SETTLEMENT APPROVAL HEARING**

12 The Court will hold a final approval hearing on July 30, 2026, at 8:30 a.m., in **Department 1**
13 **of the Superior Court of California, County of Riverside, 4050 Main Street, Riverside,**
14 **California 92501**, to determine whether the Settlement should be finally approved as fair,
15 reasonable, and adequate. The Court will also be asked to approve the requests for the Class
16 Representative Payment and the Class Counsel Fees and Expenses Payment.

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

18 **11. GETTING MORE INFORMATION**

19 The above is a summary of the basic terms of the Settlement. For the precise terms and conditions
20 of the Settlement, you are referred to the detailed Settlement Agreement, which will be on file with
21 the Clerk of the Court. The full Settlement Agreement is attached to the **Declaration of Annabel**
22 **Blanchard in Support of Plaintiff's Motion for Preliminary Approval of Class Action and**
23 **PAGA Settlement**, as **Exhibit 3** thereto, which was filed on December 19, 2025.

24 The pleadings and other records in this litigation, including the Settlement Agreement, may be
25 examined at **the Office of the Clerk, County of Riverside, 4050 Main Street, Riverside,**
26 **California 92501**, during the Clerk's normal business hours; or you may contact Class Counsel or
27 the Settlement Administrator. Reference the *Leon v. BIGHORN* Wage and Hour Settlement.

28 You may also look up case-related documents using the court's online public portal at
<https://epublic-access.riverside.courts.ca.gov/public-portal/> and searching the case number
CVRI2400375

PLEASE DO NOT CALL THE COURT OR BIGHORN'S COUNSEL FOR
INFORMATION REGARDING THIS SETTLEMENT. YOU MAY, HOWEVER, CALL

1 **CLASS COUNSEL (TELEPHONE NUMBER LISTED ABOVE) OR THE SETTLEMENT**
2 **ADMINISTRATOR AT 1-800-355-0700**
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EXHIBIT B

1 **NOTICE OF ESTIMATED SETTLEMENT SHARE**

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

4 Please complete, sign, date and return this Form to Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619 **ONLY**
5 **IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section
6 (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

7 **(I) Please type or print your name:**

8 _____
9 (First, Middle, Last)

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

11 _____
12 Former Names (if any)

13 _____
14 New Street Address

15 _____
16 City

17 _____
18 State

19 _____
20 Zip Code

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

22 According to BIGHORN's records:

23 (a) you worked _____ workweeks for BIGHORN in a non-exempt position in California from January 22,
24 2020 through [the date on which the Court grants preliminary approval of the Settlement] [the date
25 on which the number of Covered Workweeks reaches 79,200]; and

26 (b) you worked _____ pay periods for BIGHORN in a non-exempt position in California from January 17,
27 2023 through [the date on which the Court grants preliminary approval of the Settlement] [the date
28 on which the number of Covered Workweeks reaches 79,200].

Based on the above, your Class Member Payment is estimated at \$_____ and your PAGA Settlement Share (your share
of penalties under the Labor Code Private Attorneys General Act ("PAGA")) is estimated at \$_____. Class Member
Payments are estimated to range from approximately \$9 to \$2,464 based on number of workweeks worked 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]; PAGA
Settlement Shares are estimated to range from approximately \$0.34 to \$51 based on number of pay periods worked 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].

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

25 _____
26 _____
27 _____
28 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

1 about whether BIGHORN's information or your information is accurate, and the dispute cannot be resolved informally,
2 the dispute will be resolved by the Parties and the Settlement Administrator.
3
4 **Date: _____ Signature: _____**
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6 **ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO**
7 **LATER THAN <<45 DAYS AFTER MAILING OF CLASS NOTICE>>.**
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EXHIBIT C

1 **OBJECTION TO SETTLEMENT FORM**

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

4 Please complete, sign, date and return this Form to the Parties' independent Settlement Administrator: Apex Class
5 Action, LLC, P.O. Box 54668, Irvine, CA 92619 **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).

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

7 Full name: _____

8 Address: _____
Street Address

9 _____
10 City State Zip Code

11 Telephone number: _____

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

13 Name: _____

14 Law firm: _____

15 Address: _____
Street Address

16 _____
17 City State Zip Code

18 Telephone number: _____

19 Email address: _____

20 **(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.**

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

22 _____
23 _____
24 _____
25 _____

26 **Date:** _____ **Signature:** _____

27 **THIS FORM, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO**
28 **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]).

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EXHIBIT D

1 **REQUEST FOR EXCLUSION FORM**

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

4 Please complete, sign, date and return this Form to the Parties' independent Settlement Administrator: Apex Class
5 Action, LLC, P.O. Box 54668, Irvine, CA 92619, **ONLY IF** you wish to be excluded from the Class Settlement.
6 Exclusion from the Class Settlement will not result in exclusion from the PAGA Settlement. YOU MAY NOT OPT
7 OUT OF THE PAGA SETTLEMENT.

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

10 Full name: _____

11 Address: _____

12 Street Address

13 _____

14 City

15 State

16 Zip Code

17 Telephone number: _____

18 Last 4 digits of SSN: _____

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

20 I WISH TO BE EXCLUDED FROM THE CLASS MEMBER SETTLEMENT IN THE *LEON V. BIGHORN*
21 *GOLF CLUB* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE
22 SETTLEMENT CLASS, I WILL NOT RECEIVE THE CLASS MEMBER PAYMENT PORTION OF MY
23 SETTLEMENT SHARE. I UNDERSTAND THAT I MAY NOT OPT OUT OF THE PAGA SETTLEMENT.

24 **Date:** _____

25 **Signature:** _____

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