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9 Attorneys for Plaintiff Luke Leon

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.

Case No. CVRI2400375

[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

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 March 2, 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 and finds its terms to be within the range of reasonableness of a settlement that
14 ultimately could be granted approval by the Court at a Final Approval Hearing. For purposes of
15 the Settlement only, the Court finds that the proposed Class is ascertainable and that there is a
16 sufficiently well-defined community of interest among the members of the Class in questions of
17 law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of
18 the Class, which is defined as follows:

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

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, Danielle
25 GruppChang, P.J. Van Ert, and 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. The Settlement Administrator’s services include:
28 preparing, printing, and mailing the Class Notice Packet and other documents for the Settlement to

1 Class Members and PAGA Group Members; receiving Class Member opt outs and/or objections
2 to the Settlement; calculating and distributing payments due under the Settlement; issuing IRS
3 Forms 1099 and W-2, and all required tax reporting, filings, withholdings, and remittances;
4 providing necessary reports and declarations; and other duties and responsibilities as requested by
5 the Parties or ordered by the Court.

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

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

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

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

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

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

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

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

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

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

23 14. An implementation schedule is below:

24

Event	Date
BIGHORN to provide Class Member Information to Settlement Administrator no later than [30 days after preliminary approval]:	_____

25
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28

1 Settlement Administrator to mail Class Notice Packets to 2 Class Members no later than [15 days after receiving Class 3 Member Information]:	_____
4 Deadline for Class Members to object to the Settlement, 5 opt out of the Settlement, or submit disputes to the 6 Settlement Administrator regarding information shown on 7 Notices of Estimated Settlement Share [45 days after 8 mailing of Class Notice Packets]:	_____
9 Deadline for Parties to file Motion for Final Approval of 10 Class Action Settlement [16 court days before Final 11 Approval Hearing]:	_____
12 Final Approval Hearing:	_____

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

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

19 **IT IS SO ORDERED.**

20 Dated:

21 By:

22 _____
23 Hon. Harold W. Hopp
24 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. You have received this notice because BIGHORN's records
3 indicate that you are a member of the Class. This notice is designed to inform you of the terms of
4 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.

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

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

8 In this Action, Plaintiff alleges that BIGHORN failed to pay all wages due at the correct rates of
9 pay, including minimum wages, straight-time wage, overtime wages, and paid sick leave, including
10 by failing to record all hours worked and failing to include all required compensation for purposes
11 of calculating the regular rate of pay; provide meal and rest periods; pay meal and rest period
12 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.

13 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.

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

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

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

23 **SUMMARY OF THE SETTLEMENT**

24 **3. WHAT IS THIS LAWSUIT ABOUT?**

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

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

1 The “PAGA Period” means the period of time from January 17, 2023 through [the date on which
2 the Court grants preliminary approval of the Settlement] [the date on which the number of Covered
3 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 **4. WHAT WILL I RECEIVE FROM THE SETTLEMENT?**

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

7 b. The “Net Settlement Amount” is the amount from the Total Settlement Amount that is
8 available for distribution as Settlement Shares to Class Members after deductions for
9 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
10 Attorneys General Act of 2004 (“PAGA”); the Class Representative Payment; the Class
Counsel Fees and Expenses Payment; the Settlement Administrator’s reasonable fees and
11 expenses; and the employer payroll taxes calculated on the portion of Settlement Shares
designated as wages.

12 c. The Class Member Payment portion of the Settlement Share shall be paid to each Class
13 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
14 Members will receive the PAGA Settlement Share portion of their Settlement Share
regardless of whether they opt out of the Settlement.

15 d. The Settlement Share for a Class Member will depend on the number of workweeks the
16 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
17 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.

18 e. “Settlement Share” means the portion of the Net Settlement Amount that will be allocated
19 to each Class Member under the Settlement. The Settlement Administrator will calculate
20 each Class Member’s Settlement Share as follows:

21 i. **PAGA Settlement Shares.** From the Total Settlement Amount, \$15,000 has been
22 designated as the “PAGA Group Payment.” Each PAGA Group Member will
23 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
24 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
25 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.

26 ii. **Class Member Payments.** After deducting the PAGA Group Payment from the Net
27 Settlement Amount, each Class Member who does not opt out of the Settlement will
28 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

1 in a position covered by the Settlement during the Class Period (“Covered
2 Workweeks”) to (ii) the total number of Covered Workweeks worked by all Class
Members.

- 3 f. An approximation of your Settlement Share appears on your Notice of Estimated Settlement
4 Share accompanying this Notice. Your actual Settlement Share may be more or less once
5 awarded. The Settlement Shares and other amounts awarded by the Court will be paid after
6 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.

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

8 You will be included in the Settlement and receive the Class Member Payment portion of your
9 Settlement Share (if any) unless you opt out of the Settlement by filling in and signing the “Request
10 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,
11 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]**).

12 If you request to be excluded from the Settlement by the deadline, you will be excluded from the
13 Settlement and will not receive the Class Member Payment portion of your Settlement Share, and
14 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
15 receive the PAGA Settlement Share portion of their Settlement Share, regardless of whether they
opt out of the Settlement.

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

18 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
19 to Settlement Shares.

20 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
21 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
22 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
23 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
24 on you and BIGHORN, and non-appealable.

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

- 26 a. **Class Members.** In consideration for their awarded Class Member Payments, as of the date
27 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
28 elected not to participate in the Settlement) release any and all known and unknown claims

1 against BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE; BIGHORN
2 HOMEOWNERS ASSOCIATION, INC. dba BIGHORN HOMEOWNERS
3 ASSOCIATION; BIGHORN PROPERTIES, INC.; BIGHORN GOLF CLUB CHARITIES;
4 BIGHORN PROPERTIES, LLC; BIGHORN GP, INC.; and BIGHORN PENTHOUSE
5 CONDOMINIUM OWNERS ASSOCIATION (collectively, the “Released Parties”) that are
6 asserted in the Complaint or First Amended Complaint (“FAC”) in the Class Action or arise
7 out of or reasonably relate to the facts alleged in the Complaint or FAC that, during the Class
8 Period, BIGHORN failed to pay all wages due at the correct rates of pay, including minimum
9 wages, straight-time wages, overtime wages, and paid sick leave, including by failing to
10 record all hours worked and failing to include all required compensation for purposes of
11 calculating the regular rate of pay; provide meal and rest periods; pay meal and rest period
12 premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized
13 wage statements; reimburse necessary business expenses; timely pay all wages due during
14 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.

15 b. **PAGA Group Members.** In consideration for their awarded portions of the PAGA Civil
16 Penalties, as of the date the Settlement becomes Final as defined in the Settlement and is
17 fully funded as set forth in the Settlement, Plaintiff and the State of California with respect
18 to all PAGA Group Members release any and all claims under PAGA for civil penalties
19 against BIGHORN and the other Released Parties that are described in the notice(s)
20 submitted by Plaintiff to the California Labor and Workforce Development Agency
21 (“LWDA”) pursuant to PAGA that, during the PAGA Period, BIGHORN failed to pay all
22 wages due at the correct rates of pay, including minimum wages, straight-time wages,
23 overtime wages, and paid sick leave, including by failing to record all hours worked and
24 failing to include all required compensation for purposes of calculating the regular rate of
25 pay; provide meal and rest periods; pay meal and rest period premiums at the regular rate of
26 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.

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

1 risk of liability for attorneys' fees and expenses in the event he was unsuccessful in the
2 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.

3 d. **Class Counsel Fees and Expenses Payment.** Class Counsel will request that the Court
4 award them 35% of the Total Settlement Amount (\$415,800) for attorneys' fees, and an
5 amount not to exceed \$40,000 for their expenses incurred in connection with their work in
6 this case. BIGHORN does not oppose these payments. These amounts constitute full and
7 complete compensation for all legal fees, costs, and expenses of all Class Counsel, including
8 costs and expenses resulting from experts and other vendors retained by Class Counsel in
9 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.

10 e. **Payment to the LWDA.** Because PAGA Group Members are also releasing their claims
11 for civil penalties under PAGA, the parties have agreed that the LWDA, which is entitled to
12 share in any recovery of civil penalties under PAGA, will be paid \$45,000 out of the Total
13 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.

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

16 g. **Plaintiff and Class Counsel's Support of the Settlement.** Plaintiff as Class Representative
17 and Class Counsel support the Settlement. Their reasons include the risk of a trial on the
18 merits, the inherent delays and uncertainties associated with litigation, and the possibility
19 that the Class is not entitled to any recovery. Based on their experience litigating similar
20 cases, Class Counsel believe that further proceedings in this case, including a trial and
21 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.

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

23 a. **Participating in the Settlement.** Plaintiff as Class Representative and Class Counsel
24 represent your interests as a Class Member. Unless you opt out of the Settlement, you are a
25 part of the Class, you will be bound by the terms of the Settlement and any final judgment
26 that may be entered by the Court, and you will be deemed to have released the claims against
27 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.

1 b. **Notice of Estimated Settlement Share.** The enclosed Notice of Estimated Settlement Share
2 provides the information based on which your Settlement Share will be calculated and an
3 estimate of your Settlement Share if all Class Members participate and all payment amounts
4 are awarded; your actual Settlement Share may be more or less. If the information in the
5 Notice of Estimated Settlement Share (including your mailing address) is correct, you do not
6 need to return the form. Any correction to the Notice of Estimated Settlement Share must
7 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
8 Settlement Administrator informed of any changes to your mailing address until your
9 Settlement Share is received, should final approval of the Settlement be granted. Failing to
10 provide the Settlement Administrator with any change of your mailing address may prevent
11 you from receiving your Settlement Share.

12 c. **Excluding yourself from the Settlement.** If you do not wish to participate in the
13 Settlement, you must completely fill out and sign the “Request for Exclusion Form”
14 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
15 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
16 from the Settlement will not be a Participating Class Member, will not be eligible to receive
17 the Class Member Payment portion of his or her Settlement Share, and will not be included
18 in calculating the Class Member Payment portion of the Settlement Share of any other Class
19 Member. Any such person will retain the right, if any, to pursue at his or her own expense
20 a claim against BIGHORN, except that all PAGA Group Members (defined above) will
21 release the Released PAGA Claims described above and will receive the PAGA Settlement
22 Share portion of their Settlement Share regardless of whether they request to be excluded
23 from the Settlement. An incomplete, unsigned or untimely Request for Exclusion will be
24 deemed invalid.

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

28 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]

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

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

6 **9. THE LAWYERS FOR THE PARTIES**

7 **CLASS COUNSEL**

8 BLACKSTONE LAW, APC

9 Jonathan M. Genish

10 Barbara DuVan-Clarke

11 P.J. Van Ert

12 Annabel Blanchard

13 8383 Wilshire Boulevard, Suite 745

14 Beverly Hills, California 90211

15 Telephone: (310) 622-4278

16 Facsimile: (855) 786-6356

17 jgenish@blackstonepc.com

18 BDC@blackstonepc.com

19 pjvanert@blackstonepc.com

20 ablanchard@blackstonepc.com

21 **BIGHORN'S COUNSEL**

22 SHEPPARD, MULLIN, RICHTER &

23 HAMPTON LLP

24 Zachary P. Hutton

25 Anna M. Skaggs

26 Four Embarcadero Center, 17th Floor

27 San Francisco, California 94111

28 **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] : [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 [REDACTED].

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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 <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your
5 personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below.
6 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 \$ [].

**(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

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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 <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** you wish
5 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

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]).