

1 BLACKSTONE LAW, APC
Jonathan M. Genish (State Bar No. 259031)
2 Barbara DuVan-Clarke (State Bar No. 259268)
Danielle L. GruppChang (State Bar No. 313881)
3 P.J. Van Ert (State Bar No. 234858)
Annabel Blanchard (State Bar No. 258135)
4 8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
5 Telephone: (310) 622-4278
Facsimile: (855) 786-6356
6 Email: BDC@blackstonepc.com
dgruppchang@blackstonepc.com
7 pjvanert@blackstonepc.com
ablanchard@blackstonepc.com

8 Attorneys for Plaintiff Luke Leon, and the Class
9

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

15 Plaintiffs,

16 vs.

17 BIGHORN GOLF CLUB dba BIGHORN
18 CLUBHOUSE, a California Nonprofit
Corporation, BIGHORN HOMEOWNERS
19 ASSOCIATION, INC. dba BIGHORN
HOMEOWNERS ASSOCIATION, a
20 California Nonprofit Corporation;
BIGHORN PROPERTIES, INC., a
21 California Corporation; and DOES 1 through
50,

22 Defendants.
23

Case No. CVRI2400375

**[REVISED 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
FAC filed: January 6, 2026

1 **[REVISED PROPOSED] ORDER**

2 On September 28, 2026, a hearing was held on the motion of plaintiff Luke Leon
3 (“Plaintiff”) for final approval of Plaintiff’s Settlement Agreement (the “Settlement”) with
4 defendants BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE, BIGHORN
5 HOMEOWNERS ASSOCIATION, INC. dba BIGHORN HOMEOWNERS ASSOCIATION, and
6 BIGHORN PROPERTIES, INC. (collectively “BIGHORN” or “Defendants”). The Settlement
7 Agreement was filed on September 2, 2026 as “Exhibit 1” to the Declaration of Annabel Blanchard
8 in support of Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement, and
9 payments to the Labor and Workforce Development Agency (“LWDA”) and the Settlement
10 Administrator. Annabel Blanchard of Blackstone Law, APC appeared for Plaintiff, and Zachary
11 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
13 order dated April 8, 2026 (“Preliminary Approval Order”). In accordance with the Preliminary
14 Approval Order, Class Members have been given notice of the terms of the Settlement and the
15 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,
17 and the evidence and argument received by the Court at the hearing before it entered the
18 Preliminary Approval Order and the final approval hearing on September 28, 2026, the Court grants
19 final approval of the Settlement, and HEREBY ORDERS, ADJUDICATES, AND DECREES as
20 follows:

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

23 All current and former employees who worked for BIGHORN in a
24 nonexempt position in California at any time from January 22, 2020 through
April 8, 2026.

25 2. The Settlement Administrator received one (1) valid request for exclusion from John
26 Standish.
27
28

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

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

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

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

22 7. The Court further finds and determines that the terms of the Settlement are fair,
23 reasonable, and adequate to the Class and to each Class Member. The Class Members who have
24 not opted out will be bound by the Settlement, except that PAGA Group Members (as defined in
25 the Settlement, those who worked for BIGHORN in a nonexempt position in California at any time
26 from January 17, 2023 through April 8, 2026 will release the PAGA claims released in the
27 Settlement, and will receive a portion of the amount set aside for their share of the settlement of
28 civil penalties, regardless of whether they opt out of the Settlement. The Settlement is ordered

1 finally approved, and that all terms and provisions of the Settlement should be and hereby are
2 ordered to be consummated.

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

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

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

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

1 asserted in the Complaint or First Amended Complaint (“FAC”) in this Action or arise out of or
2 reasonably relate to the facts alleged in the Complaint or FAC that, from January 22, 2020 through
3 April 8, 2026 (the “Class Period”), BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE;
4 BIGHORN HOMEOWNERS ASSOCIATION, INC. dba BIGHORN HOMEOWNERS
5 ASSOCIATION (collectively, “BIGHORN” or “Defendants”) failed to pay all wages due at the
6 correct rates of pay, including minimum wages, straight-time wages, overtime wages, and paid sick
7 leave, including by failing to record all hours worked and failing to include all required
8 compensation for purposes of calculating the regular rate of pay; provide meal and rest periods;
9 pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish
10 accurate itemized wage statements; reimburse necessary business expenses; timely pay all wages
11 due during employment; and timely pay all wages due upon separation of employment (the
12 “Released Class Claims”). The Released Class Claims include but are not limited to claims arising
13 under California Labor Code sections 201-204, 210, 218.5, 226, 226.2, 226.3, 226.7, 246. 510, 512,
14 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, California Business and
15 Professions Code section 17200 et seq., and the Industrial Welfare Commission Wage Order. The
16 Released Class Claims include claims for wages, statutory penalties, civil penalties, or other relief
17 under the California Labor Code, including the Labor Code Private Attorneys General Act of 2004
18 (“PAGA”), Cal. Lab. Code § 2698 et seq., any other related federal, state or municipal law, relief
19 from unfair competition under California Business and Professions Code section 17200 et seq.,
20 attorneys’ fees and costs, and interest.

21 12. The Court finds that in consideration for their awarded portions of the PAGA Civil
22 Penalties, as of the date the Settlement becomes Final as defined in the Settlement and is fully
23 funded as set forth in the Settlement, Plaintiff and the State of California with respect to all PAGA
24 Group Members release any and all claims under PAGA for civil penalties against BIGHORN and
25 the other Released Parties that are described in the notice(s) submitted by Plaintiff to the LWDA
26 pursuant to PAGA that, from January 17, 2023 through April 8, 2026 (the “PAGA Period”),
27 BIGHORN failed to pay all wages due at the correct rates of pay, including minimum wages,
28 straight-time wages, overtime wages, and paid sick leave, including by failing to record all hours

1 worked and failing to include all required compensation for purposes of calculating the regular rate
2 of pay; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay;
3 maintain accurate records; furnish accurate itemized wage statements; reimburse necessary
4 business expenses; timely pay all wages due during employment; and timely pay all wages due
5 upon separation of employment (the “Released PAGA Claims”). The Released PAGA Claims
6 include but are not limited to claims arising under California Labor Code sections 201-204, 210,
7 218.5, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698
8 et seq., 2800, and 2802, the Industrial Welfare Commission Wage Order, and any resulting claim
9 for attorneys’ fees and costs. All PAGA Group Members will be subject to claim preclusion with
10 respect to the Released PAGA Claims and receive a PAGA Settlement Share, regardless of whether
11 they elect not to participate in the Class Settlement.

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

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

20 15. The Court finds and determines that the resolution of the Released PAGA Claims
21 and the PAGA Penalties Payment, which includes the payment to the LWDA of \$45,000 and the
22 payment to PAGA Group Members of \$15,000 as their respective shares of the settlement of civil
23 penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to
24 and orders that the payment of the PAGA Civil Penalties be paid out of the Total Settlement
25 Amount in accordance with the Settlement.

26 16. The Court finds and determines that the fees and expenses of Apex Class Action
27 Administrators in administering the settlement, in the amount of \$12,000, are fair and reasonable.
28

1 The Court hereby grants final approval to and orders that the payment of approximately that amount
2 be paid out of the Total Settlement Amount in accordance with the Settlement.

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

7 18. Pursuant to the authorities and argument presented to the Court, the Court approves
8 the payment of attorneys' fees to Class Counsel in the sum of \$464,812.43, plus costs and expenses
9 in the amount of \$35,683.80. This shall be paid from the Total Settlement Amount.

10 19. The parties are hereby ordered to comply with the terms of the Settlement.

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

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

20 22. Notice of entry of this Order and Judgment shall be given to the Class Members by
21 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period
22 of at least sixty (60) calendar days after the date of the entry of this Order and Judgment.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 23. A Non-Appearence Case Review re: Final Report is set for July 16, 2027 at 8:30
2 a.m. in Department 1 of this Court. The Settlement Administrator shall file a Final Report by July
3 9, 2027.

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

5
6 Dated:

7
8 By:

9 _____
10 Hon. Harold W. Hopp
11 Judge of the Superior Court
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28