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ATTORNEY FOR *(name)*: Plaintiff Luke Leon

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
STREET ADDRESS: 4050 Main Street
MAILING ADDRESS: 4050 Main Street
CITY AND ZIP CODE: Riverside, CA 92501
BRANCH NAME: Historic Court House

PLAINTIFF/PETITIONER: Luke Leon
DEFENDANT/RESPONDENT: Bighorn Golf Club

FOR COURT USE ONLY

NOTICE OF ENTRY OF JUDGMENT OR ORDER

CASE NUMBER: CVRI2400375

(Check one): [X] **UNLIMITED CASE** (Amount demanded exceeded $35,000) [ ] **LIMITED CASE** (Amount demanded was $35,000 or less)

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: October 5, 2026

2. A copy of the judgment, decree, or order is attached to this notice.

Date: October 7, 2026

Annabel Blanchard
(TYPE OR PRINT NAME OF [X] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

Annabel Blanchard
(SIGNATURE)

Form Approved for Optional Use
Judicial Council of California
CIV-130 [Rev. January 1, 2024]

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Attorneys for Plaintiff Luke Leon, and the Class

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

OCT 05 2026

E. Gutierrez

LAT OCT 05 2026 R

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

LUKE LEON, individually and on behalf of others similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiffs,

vs.

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

Defendants.

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

~~[REVISED PROPOSED]~~ ORDER

On September 28, 2026, a hearing was held on the motion of plaintiff Luke Leon ("Plaintiff") for final approval of Plaintiff's Settlement Agreement (the "Settlement") with defendants BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE, BIGHORN HOMEOWNERS ASSOCIATION, INC. dba BIGHORN HOMEOWNERS ASSOCIATION, and BIGHORN PROPERTIES, INC. (collectively "BIGHORN" or "Defendants"). The Settlement Agreement was filed on September 2, 2026 as "Exhibit 1" to the Declaration of Annabel Blanchard in support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, and payments to the Labor and Workforce Development Agency ("LWDA") and the Settlement Administrator. Annabel Blanchard of Blackstone Law, APC appeared for Plaintiff, and Zachary P. Hutton of Sheppard, Mullin, Richter & Hampton LLP appeared for BIGHORN.

The parties have submitted their Settlement, which this Court preliminarily approved by its order dated April 8, 2026 ("Preliminary Approval Order"). In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement and the opportunity to comment on or object to it or to exclude themselves from its provisions.

Having received and considered the Settlement, the supporting papers filed by the parties, and the evidence and argument received by the Court at the hearing before it entered the Preliminary Approval Order and the final approval hearing on September 28, 2026, the Court grants final approval of the Settlement, and HEREBY ORDERS, ADJUDICATES, AND DECREES as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. The Court finds that in consideration for their awarded portions of the PAGA Civil Penalties, as of the date the Settlement becomes Final as defined in the Settlement and is fully funded as set forth in the Settlement, Plaintiff and the State of California with respect to all PAGA Group Members release any and all claims under PAGA for civil penalties against BIGHORN and the other Released Parties that are described in the notice(s) submitted by Plaintiff to the LWDA pursuant to PAGA that, from January 17, 2023 through April 8, 2026 (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.

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

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

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

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

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

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

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

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

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

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

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

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

IT IS SO ORDERED AND ADJUDGED.

Dated: 4/28/26

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

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Bany Funez, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On October 7, 2026, I served a copy of the following document(s):

- **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

On the interested parties as follows:

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Attorneys for Defendants BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE, et al.

☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address *bfunez@blackstonepc.com* pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:**

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

Executed on October 7, 2026 at Beverly Hills, California.

/s/ Bany Funez

Bany Funez