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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

**[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:

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.**

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing and Receive a Payment</b>                            | To receive a payment from the Settlement, you do <b>not</b> have to do anything. <b>Your estimated Settlement Share is set forth in the Notice of Estimated Settlement Share enclosed with this Class Notice.</b> 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. |
| <b>Exclude Yourself</b>                                            | To exclude yourself, you must send a Request for Exclusion Form to the Settlement Administrator following the instructions in this notice. <b>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.</b> More information and instructions are provided in Section 5 below.                                                       |
| <b>Object</b>                                                      | 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 [redacted] workweeks for BIGHORN in a non-exempt position in California from January 22, 2020 through [the date on which the Court grants preliminary approval of the Settlement] [the date on which the number of Covered Workweeks reaches 79,200]; and

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

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

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,  
6     if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed,  
7     postmarked no later than **[60 days after mailing of Class Notice]**).

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

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

16    The Court has appointed Apex Class Action to act as an independent Settlement Administrator and  
17    to resolve any disputes concerning the calculation of Class Members’ Settlement Shares and their  
18    entitlement to Settlement Shares.

19    If you dispute the accuracy of any of the information used to calculate your Covered Workweeks or  
20    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  
22    of Estimated Settlement Share to the Settlement Administrator with the information that you contend  
23    is correct, **postmarked no later than [45 days after mailing of Class Notice]**. You should submit  
24    any documentary evidence that you have along with the form. After consulting with you, Class  
25    Counsel, and BIGHORN, the Settlement Administrator will make a determination of the number of  
26    your Covered Workweeks and Covered Pay Periods, and that determination will be final, binding  
27    on you and BIGHORN, and non-appealable.

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

a.    **Class Members.** In consideration for their awarded Class Member Payments, as of the date the Settlement  
becomes Final as defined in the Settlement and is fully funded as set forth in the Settlement,  
all Class Members (other than those Class Members who timely and validly elected not to  
participate in the Settlement) release any and all known and unknown claims against  
BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE; BIGHORN HOMEOWNERS  
ASSOCIATION, INC. dba BIGHORN HOMEOWNERS ASSOCIATION; BIGHORN  
PROPERTIES, INC.; BIGHORN GOLF CLUB CHARITIES; BIGHORN PROPERTIES,  
LLC; BIGHORN GP, INC.; and BIGHORN PENTHOUSE CONDOMINIUM OWNERS  
ASSOCIATION (collectively, the “Released Parties”) that are asserted in the Complaint or  
First Amended Complaint (“FAC”) in the Class Action or arise out of or reasonably relate  
to the facts alleged in the Complaint or FAC that, during the Class Period, BIGHORN failed  
to pay all wages due at the correct rates of pay, including minimum wages, straight-time  
wages, overtime wages, and paid sick leave, including by failing to record all hours worked  
and failing to include all required compensation for purposes of calculating the regular rate  
of pay; provide meal and rest periods; pay meal and rest period premiums at the regular rate

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

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

e. **Payment to the LWDA.** Because PAGA Group Members are also releasing their claims for civil penalties under PAGA, the parties have agreed that the LWDA, which is entitled to share in any recovery of civil penalties under PAGA, will be paid \$45,000 out of the Total Settlement Amount as the LWDA's share of the settlement of civil penalties (the "LWDA Payment"). This amount is subject to the Court's approval.

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

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

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

a. **Participating in the Settlement.** Plaintiff as Class Representative and Class Counsel represent your interests as a Class Member. Unless you opt out of the Settlement, you are a part of the Class, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the claims against BIGHORN and the other Released Parties described above. As a member of the Class, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.

b. **Notice of Estimated Settlement Share.** The enclosed Notice of Estimated Settlement Share provides the information based on which your Settlement Share will be calculated and an estimate of your Settlement Share if all Class Members participate and all payment amounts are awarded; your actual Settlement Share may be more or less. If the information in the Notice of Estimated Settlement Share (including your mailing address) is correct, you do not need to return the form. Any correction to the Notice of Estimated Settlement Share must be completed, signed by you, and returned to the Settlement Administrator, **postmarked by not later than [45 days after mailing of Class Notice]**. It is your obligation to keep the Settlement Administrator informed of any changes to your mailing address until your Settlement Share is received, should final approval of the Settlement be granted. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Settlement Share.

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**

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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, 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.

20 **11. GETTING MORE INFORMATION**

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

26 The pleadings and other records in this litigation, including the Settlement Agreement, may be  
27 examined at **the Office of the Clerk, County of Riverside, 4050 Main Street, Riverside,**  
28 **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.

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**

**CLASS COUNSEL (TELEPHONE NUMBER LISTED ABOVE) OR THE SETTLEMENT  
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 [redacted] 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 [redacted] 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 \$[redacted] and your PAGA Settlement Share (your share  
of penalties under the Labor Code Private Attorneys General Act ("PAGA")) is estimated at \$[redacted]. 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

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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>>.**

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## **EXHIBIT C**

**OBJECTION TO SETTLEMENT FORM**

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

Please complete, sign, date and return this Form to the Parties' independent Settlement Administrator: Apex Class 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).

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

Full name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code

Telephone number: \_\_\_\_\_

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

Name: \_\_\_\_\_

Law firm: \_\_\_\_\_

Address: \_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

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

I wish to object to the Class Settlement on the following grounds: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

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

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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 the Parties' independent Settlement Administrator: Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619, **ONLY IF** you wish to be excluded from the Class Settlement. Exclusion from the Class Settlement will not result in exclusion from the PAGA Settlement. YOU MAY NOT OPT OUT OF THE PAGA 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 CLASS MEMBER SETTLEMENT 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. I UNDERSTAND THAT I MAY NOT OPT OUT OF THE PAGA SETTLEMENT.

**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]).**