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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

LUKE LEON, individually and on behalf of others similarly situated, Plaintiff, vs. BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE, a California Nonprofit Corporation; BIGHORN HOMEOWNERS ASSOCIATION, INC. dba BIGHORN HOMEOWNERS ASSOCIATION, a California Nonprofit Corporation; BIGHORN GOLF CLUB CHARITIES, a California Nonprofit Corporation; BIGHORN PROPERTIES, LLC, a California Limited Liability Company; BIGHORN PROPERTIES, INC., a California Corporation; BIGHORN PENTHOUSE CONDOMINIUM OWNERS ASSOCIATION, a California Nonprofit Corporation; and DOES 1 through 25, inclusive, Defendants.	Case No. CVRI2400375 *Assigned to the Hon. Harold W. Hopp, Dept. 1* **DECLARATION OF ANNABEL BLANCHARD IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: March 2, 2026 Time: 8:30 AM Dept.: 1 Complaint Filed: January 22, 2024 Trial Date: Not Set

DECLARATION OF ANNABEL BLANCHARD

I, Annabel Blanchard, declare and state as follows:

1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a member of Blackstone Law, APC ("Class Counsel"), attorneys of record for Plaintiff Luke Leon, ("Plaintiff"). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

Experience and Adequacy of Blackstone Law, APC

2. Blackstone Law, APC was started in February 2018, representing plaintiffs in individual and representative employment litigation. The firm has grown exponentially over the past seven-plus years, now maintaining over thirty highly pedigreed attorneys working on almost exclusively labor and employment class actions, California Labor Code Private Attorney General Act of 2004 ("PAGA") cases, and individual matters, with roughly 15% of the firm focused on other complex general litigation matters. Below is a summary of the experience and qualifications of the attorneys from Blackstone Law, APC who primarily have been responsible for the representation of Plaintiff in connection with the resolution of the above-captioned matter.

3. Jonathan M. Genish is the founder of Blackstone Law, APC. He received his law degree from Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an associate and remained employed there from September 2008 through August 2015. During his tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from employment, corporate, entertainment, and general business litigation matters, though his primary area of expertise was employment, both single plaintiff and representative actions. On the vast majority of those cases, he was the only or primary attorney managing the case and thus obtained extensive experience. In that capacity, he conducted wage and hour and wrongful termination labor and employment intakes; was the primary contact for all clients; took and defended hundreds (if not thousands) of depositions; propounded and responded to all discovery; prepared and opposed all motions and pleadings, including dispositive and certification motions; strategized on all cases;

attended all hearings; attended all mediations; coordinated with class action administrators; prepared and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all other intricate facets of litigation. During that time, he represented a wide range of clients from sole proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of the cases he managed were highly publicized, with articles written about them in the Los Angeles Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has regularly honored him as a Southern California Rising Star since 2012.

4. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone in September 2022 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating single-plaintiff employment, catastrophic injury, and class/PAGA matters with well-known plaintiff-side wage and hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the University of California at Los Angeles in 2003, and then obtained her Juris Doctorate from Case Western Reserve University in Cleveland, Ohio in 2007. Ms. DuVan-Clarke also maintains leadership roles in the California Employment Lawyers' Association ("CELA") and other organizations.

5. P.J. Van Ert is an accomplished attorney who joined Blackstone in 2023, after having worked at an employment litigation firm for 2 years, and prior to that, having served as a District Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004.

6. Danielle L. GruppChang is a senior associate attorney. She graduated from California Polytechnic University San Luis Obispo in 2013, with a Bachelor of Arts degree in Political Science with a minor in Communication Studies. She then obtained her Juris Doctorate from University of California Law San Francisco (formerly known as University of California Hastings College of the Law), graduating in 2016, and was admitted to the California State Bar in January 2017. She has practiced exclusively plaintiff's side labor and employment class and representative action law from 2017 through the present.

7. I joined Blackstone Law, APC from a highly reputable employment law firm. I

graduated from University of California at Berkeley with a Bachelor of Arts degree in 2001, and from Southwestern University School of Law with a Juris Doctorate in 2008. I was admitted to the State Bar of California in December of 2008. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances.

8. Blackstone Law, APC has been counsel of record on several class action and PAGA actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 1**.

<u>Procedural History of Action</u>

(CMO Paragraph G(3)(a)(vi))

9. On January 17, 2024, Plaintiff provided written notice, and on January 24, 2024, amended written notice to the California Labor and Workforce Development Agency ("LWDA") by online submission and to Defendants BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE, BIGHORN HOMEOWNERS ASSOCIATION, INC. dba BIGHORN HOMEOWNERS ASSOCIATION, and BIGHORN PROPERTIES, INC. (collectively "BIGHORN") ("Defendants") by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendants. The amended written notice shall be referred to as the "PAGA Letter". A true and correct copy of the PAGA Letter is attached hereto as **Exhibit 2**.

10. On January 22, 2024, Plaintiff filed a Class Action Complaint for Damages in the action entitled *LUKE LEON vs. BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE, a California Nonprofit Corporation, et al.,* Riverside County Superior Court Case No. CVRI2400375 ("Action"), thereby commencing a putative class action against Defendants..

11. On March 25, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys' General Act, Cal. Labor Code §§ 2698, et seq. in the action entitled *LUKE LEON vs. BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE, a California Nonprofit Corporation, et al.,* Riverside County Superior Court Case No. CVPS2401926 ("PAGA Action"). On April 16, 2024

Plaintiff filed a First Amended Complaint for Enforcement Action Under the Private Attorneys' General Act, Cal. Labor Code §§ 2698, et seq. in the PAGA Action, alleging various Labor Code violations premised on the same facts and allegations detailed in the Class Action Complaint.

12. On February 4, 2025, Plaintiff and Defendants (together, the "Parties") participated in a formal mediation conducted by Eve Wagner of Signature Resolution ("Mediator"), a neutral and respected mediator with extensive experience in complex wage and hour matters. On April 24, 2025, the Parties participated in a supplemental mediation presided over by Ms. Wagner, and with the assistance of the Mediator's evaluations, the Parties were able to reach an agreement to resolve this dispute on a class and representative basis. The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement agreement.

13. On October 6, 2025, the Parties executed the Settlement Agreement ("Settlement" or "Settlement Agreement"). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 3**.

14. On October 8, 2025, the Parties filed a Joint Stipulation to Amend Complaint attaching Plaintiff's First Amended Class Action Complaint ("Operative Complaint") in the Action. The Operative Complaint alleges ten (10) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment, failure to provide accurate wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary business expenses, for violations of California Business & Professions Code Section 17200, *et seq*. based on the aforementioned California Labor Code violations, and for civil penalties under PAGA based on the aforementioned California Labor Code violations.

<u>Summary of the Terms of the Settlement Agreement</u>

(CMO Paragraphs G(3)(a)(i), G(3)(a)(iv), G(3)(a)(v), G(3)(i), and G(3)(j))

15. For purposes of settlement only, the Parties have agreed that the Class shall be defined as "all current and former employees who worked for BIGHORN in a nonexempt position in California at any time during the Class Period" ("Class" or "Class Member(s)"). The Class Period is

defined as the period from January 22, 2020, through the date on which the Court grants preliminary approval of the Settlement[1]. Based on information provided by BIGHORN, as of, it is estimated that there are a total of Six Hundred Forty (640) Class Members.

16. The Parties have agreed to settle the class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of One Million One Hundred and Eighty-Eight Thousand Dollars ($1,188,000), inclusive of employer-side payroll taxes. The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. The Gross Settlement Amount includes: (1) Class Counsel's fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount (i.e., $415,800 if the Gross Settlement Amount is $1,188,000); (2) Class Counsel's actual litigation costs and expenses, not to exceed Forty Thousand Dollars ($40,000); (3) Settlement Administrator's Fees, not to exceed Twelve Thousand Dollars ($12,000); (4) Class Representative Payment in the amount of Ten Thousand Dollars ($10,000); (5) PAGA Penalties in the amount of Sixty Thousand Dollars ($60,000); and (6) employer payroll taxes calculated on the Wage Portions of the Settlement Shares. After items (1) – (5) listed above are deducted from the Gross Settlement Amount, the Net Settlement Amount available to Class Members (before reductions for employer side payroll taxes) is currently estimated to be approximately Six Hundred Fifty Thousand Two Hundred Dollars ($650,200), subject to reduction for employer payroll taxes on the wage portions.

17. Additionally, 25% of the PAGA Amount ("PAGA Group Payment"), which is $15,000 out of $60,000, will be fully distributed to "all current and former employees who worked for BIGHORN in a nonexempt position in California at any time during the PAGA Period" ("PAGA Group Members"). The "PAGA Period" is defined as the period from January 17, 2023, through the date on which the Court grants preliminary approval of the Settlement[2]. Based on information provided by Defendants, it is estimated that there are a total of four hundred forty (440) PAGA Group Members.

18. The Net Settlement Amount will be distributed and paid to all Class Members who do

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[1] Pursuant to Section III.I of the Settlement Agreement, Defendants may exercise an option to end the Class Period (and the release period) on the date upon which the Covered Workweeks count reaches 79,200.

[2] Pursuant to Section III.I of the Settlement Agreement, Defendants may exercise an option to end the PAGA Period (and the release period) on the date upon which the Covered Workweeks count reaches 79,200.

not submit a timely and valid Request for Exclusion ("Participating Class Members") on a *pro rata* basis based on the number of workweeks each Class Member worked for BIGHORN in a nonexempt position in California during the Class Period ("Covered Workweeks"). The *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Settlement ("Class Member Payment") will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement.

19. The PAGA Group Payment will be distributed and paid to all PAGA Group Members on a *pro rata* basis based on the number of pay periods each PAGA Group Member worked for BIGHORN in a nonexempt position in California during the PAGA Period ("Covered Pay Periods"). The *pro rata* share of the PAGA Group Payment that a PAGA Group Member may be eligible to receive under the Settlement ("PAGA Settlement Share") will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement.

20. Based on Defendant's representations, the highest Class Member Payment is estimated to be two thousand four hundred sixty-four dollars and zero cents ($2,464.00), the average Class Member Payment is estimated to be one thousand fifteen dollars and ninety-four cents ($1,015.94), and the lowest Class Member Payment is estimated to be eight dollars and ninety-six cents ($8.96).[3] Also based on Defendant's representations, the highest PAGA Settlement Share Payment is estimated to be fifty-one dollars and seventeen cents ($51.17), the average PAGA Settlement Share is estimated to be thirty-four dollars and nine cents ($34.09), and the lowest PAGA Settlement Share is estimated to be forty-three cents ($0.43).[4]

21. Each Class Member Payment will be allocated as one-third (1/3) wages (the "Wage Portion") and the remaining two-thirds (2/3) will be allocated as penalties and interest (the "Non-Wage Portion"). The Wage Portion will be reported on an IRS Form W-2 and the Non-Wage Portion will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee's and employer's share of taxes and withholdings with

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[3] The estimated shares are based on the information and data provided through April 24, 2025. These payment amounts will change due to the Class Period ending at Preliminary Approval.
[4] The estimated shares are based on the information and data provided through April 24, 2025. These payment amounts will change due to the PAGA Period ending at Preliminary Approval.

respect to the Wage Portion of the Class Member Payments, and issue checks to Participating Class Members for their net payment of their Class Member Payment. Each PAGA Settlement Share will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

22. The Settlement Agreement is a non-reversionary settlement. The Net Settlement Amount will be fully distributed to Class Members and the PAGA Group Payment will be fully distributed to the LWDA and PAGA Group Members, in accordance with the Settlement Agreement. No money will revert to BIGHORN.

23. Each Class Member Payment and PAGA Settlement Share check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. If any Class Member's Settlement Share check is not cashed within sixty (60) days after mailing to the Class Member, the Settlement Administrator will send the Class Member a letter or postcard informing him or her that unless the check is cashed in the next one hundred and twenty (120) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the California State Controller's Office, Unclaimed Property Division, in the name of the Class Member and/or PAGA Group Member.

The Settlement is Reasonable

(CMO Paragraph G(3)(a)(vi))

Informed Arms-Length Negotiations

24. The Parties' settlement negotiations were at all times made at arm's-length and were adversarial. The Settlement was reached following one full day of mediation and a supplemental half-day mediation with a highly respected mediator with substantial experience mediating wage and hour cases, and the Parties engaged in additional negotiations in order to finalize the long-form agreement presently before the Court.

25. The Parties engaged in extensive informal discovery prior to reaching a settlement. Prior to mediation, Defendants produced Plaintiff's personnel records, a random sampling of putative class members' time punch and payroll records as well as Defendants' relevant wage and hour policies

and documents (including, but not limited to Defendants' meal period waiver, arbitration agreement, dispute resolution agreement, meal and rest policy, overtime policy, and multiple iterations of Defendants' handbook), and information regarding the total number of putative class members, the number of current versus former employees, the total workweeks worked by the putative class members, and the average rate of pay for the putative class members.

26. This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages.

27. Based on the information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective positions.

Estimate of Potential Value of Claims

(CMO Paragraphs G(3)(a)(ii) and G(9)(b))

28. Class Counsel analyzed all available data and estimated Defendants' maximum potential exposure to be approximately $13,918,142, assuming the litigation was successful at trial on all claims at issue and every employee had a violation for each claim on every shift worked. This maximum potential analysis was then reduced based on the challenges facing the likelihood of obtaining class certification, prevailing at trial, and other attendant risks. This estimate is based off an estimated maximum liability for all claims at issue and the total aggregate workweeks during the relevant time period, less interest, and based on the analysis of the data which was extrapolated out for all putative class members across the entire putative class period, which included: $2,560,805 for meal period violations (less meal period premiums paid); $6,752,561 for rest period violations; $1,165,412 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; $464,070 for unreimbursed business expenses; $1,145,001 for waiting time penalties; and $1,756,000 for wage statement penalties. Plaintiff further estimated that Defendants faced an additional exposure of $2,301,400 in potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA statutory period) PAGA penalties. Together with the PAGA penalties, Defendants' maximum potential exposure totaled $16,219,542 in damages.

Specific Risks Considered

(CMO Paragraphs G(3)(a)(iii), G(9)(b))

29. Although the investigation and information discovered supports Plaintiff's contentions, Defendants raised potential defenses and other circumstances that impacted the risk of proceeding on a class-wide basis. Consideration of these risks factored into the negotiations and the decision to enter the Settlement.

30. Class Counsel is aware of Defendants' defenses and arguments and has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class and/or representative adjudication. Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted in the Action, Defendants' defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff has also considered the Parties' settlement discussions, Defendants' arbitration agreement, as well as the evaluations of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

31. Defendants denied and continue to deny any liability and wrongdoing of any kind associated with the claims alleged in the Action, and further deny that class certification is appropriate for any purpose other than the Settlement. Defendants believe that they would ultimately prevail in the Action. Defendants proffered defenses to both certification and to the merits of Plaintiff's claims. Defendants asserted that many putative class members had signed arbitration agreements which barred them from bringing class claims. While Plaintiff did not concede the validity or legality of those arbitration agreements, Plaintiff recognized the risks involved with further litigation and the risk of a court finding the agreements enforceable. Defendants also contended that Plaintiff's claims are not suitable for class certification because individual issues would predominate should this case go to trial. As with all class actions, these complex cases raise difficult management and proof issues and, accordingly, there is a significant risk that the Court may deny class certification.

32. For example, Plaintiff's meal period claims, which were based on Defendants' alleged failure to provide lawful meal periods, have been increasingly difficult to certify in recent years. Moreover, Defendant produced its meal waivers as evidence that any supposed violations had been excused. While Plaintiff did not agree that the meal waivers were valid or enforceable, Plaintiff was

aware of the risks associated with said waivers causing expensive delays and further litigation. Plaintiff's theory of liability for meal period violations was based on allegations that Defendants had failed to properly implement its policies and that its practices, and failed to allow Class Members to take meal breaks in the manner required under California law. Defendants contended that their meal period policies and practices at all times during the Class Period were lawful. Defendants further argued that the rate of purported meal period violations reflected in the data would require individualized inquiry and that such inquiry would prohibit a class from being certified. We also had to consider the risk that the Court would find validity in the individualized proof defense to certification of Plaintiff's meal period claim. Accordingly, a discount of 75% was applied to the maximum potential value of this claim, in order to account for the risks associated with obtaining class certification, proving the underlying violations, and reducing them by the premiums Defendants were shown to have paid, as well as the cost and delay in recovering the alleged potential damages. This process brought the value of this claim closer to $640,201.25, after which a further discount of 70% was applied to account for the risks associated with the meal period waivers, the likelihood of success on the merits and establishing liability, bringing the value of this claim closer to $192,060.38.

33. Additionally, a large portion of Defendants' overall liability lies in Plaintiff's rest period allegations. As with the meal period allegations, Defendants contended that they had a lawful written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as required under California law. Additionally, this claim was even more uncertain given the difficulties associated with proving the alleged rest period violations, as Defendants were not required to record these breaks. There were legitimate concerns Plaintiff would not be able to certify these claims or prove substantial damages with requisite certainty, which made the estimated value of this claim subject to much challenge. Accordingly, for the reasons stated above, a discount of 65% was applied to the maximum potential value of this claim, in order to account for the risks associated with obtaining class certification, proving the underlying violations, as well as the cost and delay in recovering the alleged potential damages. This process brought the value of this claim closer to $2,363,396.35, after which a further discount of 65% was applied to account for the risks associated with the likelihood of success on the merits and establishing liability, bringing the value of this claim closer to $827,188.72.

34. Plaintiff also faced challenges certifying and proving liability for his minimum wage and overtime claims. These claims were largely based on Defendants' unrecorded, off-the-clock work performed by the Class Members both before and after their shifts and during purported meal periods. For example, Plaintiff and class members reported that there was an expectation that employees would be available to customers at all times, regardless of their shift times, or meal and break schedule. This policy allegedly resulted in substantial off-the-clock work and so the estimated damages for this claim were based on an assumption that all Class Members worked off the clock for at least one hour per week. However, the individualized nature of why this work was performed and the individualized nature of damages presented substantial concerns regarding the manageability of the case and the risk the Court could find these issues prevented certification.. Accordingly, a discount of 65% was applied to account for the risks associated with obtaining class certification, proving the underlying violations, as well as the cost and delay in recovering the alleged potential damages. This process brought the value of this claim closer to $407,894.20, after which a further discount of 65% was applied to account for the risks associated with the likelihood of success on the merits and establishing liability, bringing the value of this claim closer to $142,762.97.

35. Plaintiff also contended that Defendants failed to reimburse Plaintiff and the other Class Members for necessary business-related expenses, such as the usage of personal cell phones for work-related purposes. Defendants contended that they had a policy and practice of reimbursing employees for necessary business-related expenses. Defendants further contended that, with respect to the alleged expenses for which Plaintiff and the other Class Members never requested reimbursement from Defendants, they did not know and had no reason to know that alleged business-related expenses had been incurred. Defendants further contended that the reason why a Class Member undertook certain expenses, while not others, and failed to receive reimbursement for certain expenses while not others, would raise individual issues that could not be certified. Accordingly, a discount of 70% was applied to account for the risks associated with obtaining class certification, proving the underlying violations, as well as the cost and delay in recovering the alleged potential damages. This process brought the value of this claim closer to $139,221.00, after which a further discount of 65% was applied to account for the risks associated with the likelihood of success on the merits and

establishing liability, bringing the value of this claim closer to $48,727.35.

36. There are also substantial risks associated with Plaintiff's waiting time penalties and wage statement claims. First, these claims were derivative of Plaintiff's claims for unpaid meal period premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if certification was denied on those underlying claims, these derivative claims for penalties would also likely fail. Further, even if Plaintiff prevailed on his underlying claims, he would still be required to demonstrate that Defendants' violations of California Labor Code section 203 were willful violations. Wage statement claims require proof of a "knowing and intentional" violation. (*Naranjo v. Spectrum Security Svcs, Inc*., 13 Cal. 5th 93, 118 (2022)), and have also seen varying treatment at the appellate level because such claims have an element of discretion attached to them rather than a pure calculation of damages after liability is proven. Accordingly, these derivative claims, which comprised a substantial portion of Defendants' estimated liability, were therefore uncertain. Regarding the waiting time penalties, a discount of 75% was applied to account for the risks associated with obtaining class certification, proving the underlying violations, as well as the cost and delay in recovering the alleged potential damages. This process brought the value of this claim closer to $286,250.25, after which a further discount of 75% was applied to account for the risks associated with the likelihood of success on the merits, bringing the value of this claim closer to $71,562.56. Regarding the wage statement claim, a discount of 75% was applied to account for the risks associated with obtaining class certification, proving the underlying violations, as well as the cost and delay in recovering the alleged potential damages. This process brought the value of this claim closer to $439,000, after which a further discount of 75% was applied to account for the risks associated with the likelihood of success on the merits, and establishing liability and willfulness, bringing the value of this claim closer to $109,750.

37. Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the amount of wages due to each Class Member would be an expensive, time-consuming, and extremely uncertain proposition. In order to prove liability and damages, Class Counsel would need to request and analyze thousands of pages of documents, obtain the Class Members' contact information, contact them, and obtain declarations at great expense. Obtaining the cooperation of

current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. On the other hand, Defendants would likely be able to obtain the cooperation of their employees. Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals would substantially delay any recovery by the Class.

38. Class Counsel also separately contemplated the risks of proceeding with the PAGA claims and potential liability Defendants could face from these claims as part of the global resolution. Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiff's underlying wage claims. Class Counsel also anticipated that even if successful on the merits at trial, the imposition of cumulative civil penalties based on the alleged wage and hour violations could be considered unjust, arbitrary and oppressive, or confiscatory, and that Defendants would argue that they made a good faith attempt to comply with their legal obligations warranting a reduction in penalties. Class Counsel also anticipated **Error! Reference source not found.** would argue that the violations per pay period were low, warranting an additional reduction in civil penalties. Finally, we were also mindful of the fact that PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate enforcement of California's labor laws by financing state activities and educating and deterring non-compliance.

39. Therefore, after considering this multitude of factors, we concluded that it was in the best interest of the State of California and the PAGA Employees to enter into the Settlement, and to allocate Sixty Thousand Dollars ($60,000) of the Total Settlement Amount towards the PAGA claims, which represents approximately 5.37% of the Total Settlement Amount**Error! Reference source not found.**. This percentage of the settlement is well-within the range of wage and hour settlements regularly approved in both state and federal court for cases that include both a class and PAGA action. Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims, and, indeed, settlements allocations as little as 0.22% of the gross settlement amount have been approved as reasonable by courts. Moreover, the overall relief obtained by the Settlement is significant, not only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to promote enforcement of California's labor laws, provide funds to the state, and deter future non-compliance by the employer. Accordingly, when reviewing the total maximum

PAGA exposure, an 85% discount was applied to account for the risks associated with proving the underlying violations and the cost and delay in recovering the alleged potential penalties, bringing the value of the PAGA claims closer to $345,210. A further discount of 75% was applied to account for the risks associated with succeeding on the merits, establishing liability, and the court's ability to apply a discretionary discount to PAGA claims, bringing the value of the PAGA claim closer to $86,302.50.

40. Therefore, the total value that could reasonably be expected to be awarded at trial, after taking into account the risks faced in prevailing on certification and substantively thereafter is $1,486,155.25. Seen in this light, the Gross Settlement Amount of $1,118,000 represents 75.23% of the risk-adjusted value of the claims.

41. Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate. The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of California and is within the accepted range of recoveries for this type of litigation given the inherent risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further litigation.

Class Representative Payment

42. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Class Representative Payment of Ten Thousand Dollars ($10,000) to Plaintiff Luke Leon. This Class Representative Payment is eminently reasonable given the time and effort Plaintiff spent on this case, assisting at two mediations, and the benefit to the Class Members as a result of Plaintiff's actions. Notice of the requested Class Representative Payment is disclosed to the Class Members in the Class Notice.

Class Counsel's Fees and Expenses Payment

43. The attorneys' fees incurred by Class Counsel are in line with the common fund requested. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount equal to thirty-five percent (35%) of the Total Settlement Amount (i.e., $415,800 if the Total Settlement Amount is $1,188,000) and actual litigation costs and expenses in an amount not to exceed Forty Thousand Dollars ($40,000), which will be paid out of the Total Settlement Amount, subject to

approval by the Court. Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

44. The effectiveness of Blackstone Law, APC's prosecution of this matter has translated into tangible monetary benefits as follows: (1) Class Members, the State of California, and PAGA Group Members will obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed result of One Million One Hundred and Eighty-Eight Thousand Dollars ($1,188,000) as the Total Settlement Amount that compares favorably with other similar class action settlements of this type, given the strengths and weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or upon appeal, as Class Counsel will receive no more than thirty-five percent (35%) of the Total Settlement Amount for attorneys' fees and no more than Forty Thousand Dollars ($40,000) for expenses.

45. Class Counsel has litigated this matter for nearly two years since filing the Class Action on January 22, 2024, and was actively preparing this matter for class certification and trial. This included filing the PAGA Action on March 25, 2024, participating in mediation sessions on February 4, 2025, and April 24, 2025, and conducting extensive pre-filing investigation and litigation activities. The Motion for Final Approval will elaborate on the nature of the legal services provided, the time incurred in performing those services, and Class Counsel's hourly rates. The Motion for Final Approval will also elaborate on the reimbursement of costs sought by Class Counsel. Notice of the requested Attorneys' Fees in the amount of thirty-five percent (35%) of the Total Settlement Amount ($415,800) and Costs in an amount not to exceed Forty Thousand Dollars ($40,000) are disclosed to the Class Members in the Class Notice.

Notice to the Class

(CMO Paragraph G(3)(d))

46. After obtaining competing bids from multiple potential settlement administrators, which included ILYM Group, Inc. ($10,650), Apex Class Action LLC ($10,990), and CPT Group ($12,250), the Parties agreed to retain Apex Class Action ("Apex" or "Settlement Administrator"), to

handle the notice and settlement administration process and allocate up to Twelve Thousand Dollars ($12,000) for the Settlement Administrator's costs and expenses. The Parties respectfully request that the Court appoint Apex Class Action to handle these procedures and to serve as the Settlement Administrator. BIGHORN will provide Apex Class Action with the Class Member Information and Apex Class Action will calculate each Class Member's estimated Settlement Share and each PAGA Group Member's estimated PAGA Settlement Share. Apex Class Action will also receive and process Requests for Exclusion, Objection to Settlement Forms, and disputes regarding Estimate Settlement Shares; will provide necessary reports and declarations; will calculate, subtract, and transmit necessary taxes and withholdings with respect to the wage portions of the Settlement Shares; will prepare and submit informational and other tax filings and documents; will issue and transmit all payments provided for by the Settlement, including, but not limited to, mailing Settlement Share checks to the Class Members and PAGA Settlement Share checks to the PAGA Group Members; and perform any other usual and customary duties for administering a class action settlement.

47. I am not aware of an alternative method of providing notice to the Class which would result in a higher likelihood of actual notice. The original source of the mailing addresses is from each Class Member, who provided the information to Defendants. As a fail-safe to this highly reliable method, skip tracing will be performed, if necessary.

Notice of Settlement to the LWDA

48. In accordance with California Labor Code section 2699(l)(2), on December 19, 2025, 2025, a copy of the proposed Settlement was submitted to the LWDA via online submission through the LWDA's website. A true and correct copy of the email from the LWDA confirming receipt is attached hereto as Exhibit 4.

Other Pending Actions

(CMO Paragraph G(3)(a)(vii))

49. I made reasonable inquiry of other members at Blackstone Law, APC and I am not aware of any other pending actions against Defendants in any other Cort that the Settlement may impact.

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

Executed on December 19, 2025, at Beverly Hills, California.

A. Blanchard

Annabel Blanchard

EXHIBIT 1

- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior

Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour

class action.

- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.,* San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with

other counsel, in final settlement of wage and hour class and PAGA action.

- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.,* Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.,* Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.,* Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers,* Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics,* Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 2

BLACKSTONE LAW

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Karen Gold, Esq.
kgold@blackstonepc.com

January 24, 2024

Amended PAGA Claim Notice Via Online Electronic Submission
California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814
https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

RE: ***Luke Leon v. Bighorn Golf Club dba Bighorn Clubhouse; Bighorn Homeowners Association, Inc. dba Bighorn Homeowners Association; Bighorn Golf Club Charities; Bighorn Properties, LLC; Bighorn Properties, Inc.; Bighorn GP, Inc; Bighorn Penthouse Condominium Owners Association***

AMENDED PAGA Notice

To Whom It May Concern:

This office represents Luke Leon ("Claimant") with respect to their claims under the California Labor Code against Bighorn Golf Club dba Bighorn Clubhouse, Bighorn Homeowners Association, Inc. dba Bighorn Homeowners Association, Bighorn Golf Club Charities, Bighorn Properties, LLC, Bighorn Properties, Inc., Bighorn GP, Inc, and Bighorn Penthouse Condominium Owners Association (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as "Employers"). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Luke Leon from approximately October 2018 to February 2023 as a non-exempt, hourly-paid employee. Luke Leon worked as a Dispatcher for Employers and was based out of Employers' facility located at 255 Palowet Dr, Palm Desert, CA 92260.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq*. ("PAGA"). Claimant is seeking penalties on behalf of his or herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period ("Aggrieved Employees"). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant's notice of the provisions of the California Labor Code alleged to have been violated, including the

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facts and theories in support thereof.

As detailed below, Employers violated several of California's wage and hour laws during Claimant's employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order").

The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock including, among other things, (1) performing usual dispatcher job duties prior to clocking in and (2) responding to text messages from supervisors in between shifts regarding work-related tasks. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-

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discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id*.

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5^{th}) hour of work, and/or to take their second meal periods after their tenth (10^{th}) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely,

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uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.,* 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately

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inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1)

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gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the usage of personal cell phones and personal vehicles for necessary, work-related purposes.

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Accordingly, Employers violated the applicable IWC Order and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc*. (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends to pursue civil penalties on behalf of the LWDA against Employers for any and all other Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for all Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including

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but not limited to said sections stated above. Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Karen Gold

Karen Gold, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Bighorn Golf Club dba Bighorn Clubhouse Agent for Service, Carl Cardinalli 255 Palowet Dr. Palm Desert, CA 92260	Bighorn Homeowners Association, Inc. Agent for Service, Joseph D. Curtis 255 Palowet Dr. Palm Desert, CA 92260
Bighorn Homeowners Association, Inc. dba Bighorn Homeowners Association 941 Andreas Canyon Drive Palm Desert, CA 92260	Bighorn Golf Club Charities Agent for Service, Joe Curtis 255 Palowet Dr. Palm Desert, CA 92260
Bighorn Properties, LLC Agent for Service, Carl Cardinalli 255 Palowet Dr. Palm Desert, CA 92260	Bighorn GP, Inc. Tamara Groat 72650 Fred Waring Drive, Suite 202 Palm Desert, CA 92260
Bighorn Bighorn Properties, Inc. Agent for Service, Carl Cardinalli 255 Palowet Dr. Palm Desert, CA 92260	Bighouse Condominium Owners Association Agent for Service, Carl Cardinalli 535 Mesquite Hills Palm Desert, CA 92260

EXHIBIT 3

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Settlement" or "Agreement") is made by and between plaintiff Luke Leon ("Plaintiff") and defendants BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE, BIGHORN HOMEOWNERS ASSOCIATION, INC. dba BIGHORN HOMEOWNERS ASSOCIATION, and BIGHORN PROPERTIES, INC. (collectively "BIGHORN" or "Defendants"). Plaintiff and BIGHORN collectively are referred to in this Agreement as the "Parties."

I. RECITALS

A. On January 22, 2024, Plaintiff filed a complaint (the "Complaint") against BIGHORN in the Superior Court of the State of California, for the County of Riverside (the "Superior Court"), titled "*LUKE LEON vs. BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE, a California Nonprofit Corporation, et al., Defendants*," No. CVRI2400375 (the "Class Action"), currently pending in the Superior Court.[1] In the Class Action, Plaintiff asserts putative class claims against BIGHORN for alleged failure to pay all wages due at the correct rates of pay, including minimum wages, straight-time wage, overtime wages, 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 termination.

B. On January 17, 2024, Plaintiff submitted to the California Labor and Workforce Development Agency (the "LWDA") notice of his claim against BIGHORN under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code § 2698 *et seq.* (amended 2024). On January 24, 2024, Plaintiff submitted to the LWDA amended notice of his claim under PAGA against BIGHORN.

C. On March 25, 2024, Plaintiff filed a separate complaint against BIGHORN in the Superior Court of the State of California, for the County of Riverside (the "Superior Court"), titled "*LUKE LEON vs. BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE, a California Nonprofit Corporation, et al., Defendants*," No. CVPS2401926 (the "PAGA Action"), currently pending in the Superior Court.[2] In the First Amended Complaint in the PAGA Action filed on April 16,

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[1] Plaintiff's initial Complaint in the Class Action also named four (4) non-employer entities (BIGHORN GOLF CLUB CHARITIES; BIGHORN PROPERTIES, LLC; BIGHORN GP, INC.; and BIGHORN PENTHOUSE CONDOMINIUM OWNERS ASSOCIATION) (the "Non-Employer Entities"). After the Parties met and conferred, Plaintiff eventually dismissed the Non-Employer Entities.

[2] Both the Class Action and the PAGA Action currently are pending in Department 1 of the Superior Court.

2024, Plaintiff asserts a representative claim against BIGHORN pursuant to PAGA for the same violations alleged in the Class Action.

D. On February 4, 2025, the Parties participated in a mediation presided over by Eve Wagner of Signature Resolution. On April 24, 2025, the Parties participated in a supplemental mediation presided over by Ms. Wagner. During each mediation, each side, represented by its respective counsel, recognized the substantial risk of an adverse result in the Class Action and PAGA Action (collectively, the "Actions") and agreed to settle the Actions, and all other matters covered by this Agreement, pursuant to the terms and conditions of this Agreement. This Agreement replaces and supersedes the Memorandum of Agreement entered into following the supplemental mediation and any other agreements, understandings, or representations between the Parties.

E. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by BIGHORN that Plaintiff's claims in the Actions have merit or that it has any liability to Plaintiff or the class on those claims, or as an admission by Plaintiff that BIGHORN's defenses in the Actions have merit.

Based on these Recitals, the Parties agree as follows:

II. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

A. "Actions" means, collectively, the Class Action and the PAGA Action.

B. "BIGHORN's Counsel" means David B. Mulé and Jana B. FitzGerald of FitzGerald & Mulé LLP and Zachary P. Hutton and Anna M. Skaggs of Sheppard, Mullin, Richter & Hampton LLP.

C. "Class" means all current and former employees who worked for BIGHORN in a nonexempt position in California at any time during the Class Period.

D. "Class Counsel" means Jonathan M. Genish, Barbara DuVan-Clarke, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC.

E. "Class Counsel Fees and Expenses Payment" means the amount awarded to Class Counsel by the Superior Court to compensate them for their fees and expenses in connection with the Actions, including their pre-filing investigation, their commencement of the Actions and all related litigation activities, this Settlement, and all post-Settlement compliance procedures.

F. "Class Members" means all members of the Class.

G. "Class Notice" means the Notice of Proposed Class Action Settlement and Final Approval Hearing, which includes notice to the Class of conditional certification of the Settlement Class, preliminary approval of the Settlement, and the hearing date for final Court approval as evidenced by Exhibit A to this Agreement and incorporated by reference into this Agreement.

H. "Class Notice Packet" means, collectively, the Class Notice (Exhibit A to this Agreement), the Notice of Estimated Settlement Share (Exhibit B to this Agreement), the Request for Exclusion Form (Exhibit D to this Agreement), and the Objection to Settlement Form (Exhibit C to this Agreement).

I. "Class Period" means (a) the period from January 22, 2020 through the date on which the Court grants preliminary approval of the Settlement; or (b) if BIGHORN so elects pursuant to section III.I. of this Agreement, the period from January 22, 2020 through the date on which the number of Covered Workweeks reaches 79,200.

J. "Class Representative Payment" means the special payment made to Plaintiff in his capacity as Class Representative to compensate him for initiating and pursuing the Actions and undertaking the risk of liability for attorneys' fees and expenses in the event he was unsuccessful in the prosecution of the Actions.

K. "Final" means that the Settlement has been finally approved by the Court and either (i) the California Court of Appeal has rendered a final judgment affirming the Court's final approval without material modification and the date for further appeal has passed without further appeal; (ii) the California Court of Appeal has rendered a final judgment affirming the Court's final approval without material modification and the further appeals have been resolved without material modification of the final approval order; or (iii) the applicable date for seeking appellate review of the Court's final approval of the Settlement has passed without a timely appeal or request for review having been made.

L. "Final Approval Hearing" means the hearing to be conducted by the Superior Court to determine whether to approve finally and implement the terms of this Agreement.

M. "Judgment" means the Order Granting Final Approval of Class Action Settlement and Final Judgment Thereon entered by the Superior Court in substantially the same form evidenced by Exhibit F to this Agreement and incorporated by reference into this Agreement.

N. "LWDA Payment" means the 75% of the PAGA Civil Penalties payable to the LWDA for its share of the settlement of claims for civil penalties under PAGA, as specified in section III.C.3. of this Agreement.

O. "Net Settlement Amount" means the amount from the Total Settlement Amount that is available for distribution as Settlement Shares to Class Members after deductions for (a) the LWDA Payment; (b) the Class Representative Payment; (c) the Class Counsel Fees and Expenses Payment; (d) the Settlement Administrator's fees and expenses; and (e) employer payroll taxes calculated on the

Wage Portions of Settlement Shares. The entire Net Settlement Amount will be distributed to Class Members. If any Settlement Share check is not timely cashed by a Class Member, the funds represented by the check will be sent to the California State Controller's Office, Unclaimed Property Division, in the name of the Class Member.

P. "Notice of Estimated Settlement Share" means the form that Class Members will receive that describes their estimated Settlement Shares, as evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.

Q. "Objection to Settlement Form" means the form that Class Members may submit to the Settlement Administrator in order to object to the Settlement, as evidenced by Exhibit C to this Agreement.

R. "PAGA Civil Penalties" means the $60,000 set aside from the Total Settlement Amount for settlement of claims for civil penalties under PAGA. Pursuant to California Labor Code § 2699(i) (2004) (amended 2024), 75% of the PAGA Civil Penalties ($45,000) will be payable to the LWDA as the LWDA Payment, and the remaining 25% ($15,000) will be payable to PAGA Group Members as the PAGA Group Payment.

S. "PAGA Group" means all current and former employees who worked for BIGHORN in a non-exempt position in California at any time during the PAGA Period.

T. "PAGA Group Members" means all members of the PAGA Group.

U. "PAGA Group Payment" means the 25% of the PAGA Civil Penalties payable to PAGA Group Members under PAGA, as specified in section III.B.1.a. of this Agreement.

V. "PAGA Period" means (a) the period from January 17, 2023 through the date on which the Court grants preliminary approval of the Settlement; or (b) if BIGHORN so elects pursuant to section III.I. of this Agreement, the period from January 17, 2023 through the date on which the number of Covered Workweeks reaches 79,200.

W. "Preliminary Approval of the Settlement" means the Superior Court's preliminary approval of the Settlement without material change, or with material changes to the Settlement to which the Parties both agree.

X. "Released Parties" means, collectively, 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.

Y. “Request for Exclusion Form” means the form that Class Members must submit to the Settlement Administrator in order to request exclusion from the Settlement, as evidenced by Exhibit D to this Agreement.

Z. “Settlement Administrator” means the third-party administrator proposed by the Parties and appointed by the Superior Court to administer the Settlement.

AA. “Settlement Share” means the portion of the Net Settlement Amount allocable to each Class Member as provided by this Agreement, and includes, as applicable, the Class Member’s Class Member Payment and his or her PAGA Settlement Share.

BB. “Superior Court” means the Superior Court of the State of California in and for the County of Riverside.

CC. “Total Settlement Amount” means the total amount to be paid by BIGHORN as provided by this Agreement.

III. SETTLEMENT TERMS AND CONDITIONS

A. **Total Settlement Amount.** Subject to the terms and conditions of this Agreement, including but not limited to section III.E.6. and section III.I., the Total Settlement Amount is $1,188,000 (One Million One Hundred and Eighty-Eight Thousand Dollars). The Total Settlement Amount will cover (a) all Settlement Shares paid to Class Members pursuant to the Settlement; (b) the LWDA Payment; (c) Plaintiff’s Class Representative Payment; (d) the Class Counsel Fees and Expenses Payment (which includes all attorneys’ fees and expenses incurred to date and to be incurred in documenting the Settlement, securing trial and appellate court approval of the Settlement, and attending to the administration of the Settlement); (e) the Settlement Administrator’s fees and expenses; and (f) employer payroll taxes calculated on the Wage Portions of Settlement Shares.

B. **Settlement Shares.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will allocate Settlement Shares from the Net Settlement Amount to Class Members as follows:

1. **Calculation.** The Settlement Administrator will calculate each Class Member’s Settlement Share as follows:

a. **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 (the “PAGA Settlement Share”) 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.

b. **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 "Class Member 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.

2. **Effect of Class Members Who Opt Out of Settlement.** A Class Member who timely and validly opts out of the Settlement by submitting a "Request for Exclusion" to the Settlement Administrator will not participate in or be bound by the Settlement; will not receive the Class Member Payment portion of his or her Settlement Share; and will not be included with those other Class Members counted for purposes of the calculation of the Class Member Payment portion of Settlement Shares, except that all Class Members who are also PAGA Group Members will release the PAGA claims described in section III.F.2. and will receive a PAGA Settlement Share regardless of whether they opt out of the Settlement. The Class Member Payment portion of the Settlement Share that otherwise would have been payable to a Class Member who opts out of the Settlement will be retained in the Net Settlement Amount for distribution to all other Class Members.

3. **Tax Treatment.** The Settlement Shares shall be reported to taxing authorities as follows:

a. One-third (1/3) of each Class Member Payment (the "Wage Portion") will be treated as a payment in settlement of the Class Member's claims for unpaid wages. Accordingly, the Wage Portion will be reduced by applicable payroll tax withholding and deductions, and the Settlement Administrator will issue to the Class Member a Form W-2 with respect to the Wage Portion.

b. Two-thirds (2/3) of each Class Member Payment (the "Non-Wage Portion") will be treated as a payment in settlement of the Class Member's claims for all penalties and interest. Accordingly, the Non-Wage Portion will not be reduced by payroll tax withholding and deductions and, instead, the Settlement Administrator will issue to the Class Member a Form 1099 with respect to the Non-Wage Portion.

c. One hundred percent (100%) of each PAGA Settlement Share will be considered penalties and will not be reduced by payroll tax withholding or deductions and the Settlement Administrator will issue to the Class Member a Form 1099 with respect to the PAGA Settlement Share.

C. **Payments to Plaintiff, Class Counsel, LWDA, and Settlement Administrator.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments from the Total Settlement Amount:

1. **To Plaintiff.** In addition to Plaintiff's Settlement Share, Plaintiff will apply to the Superior Court for an award of not more than $10,000 as Plaintiff's Class Representative Payment in consideration of initiating and pursuing the Actions and undertaking the risk of liability for attorneys' fees and expenses in the event he was unsuccessful in the prosecution of the Actions. BIGHORN will not oppose a Class Representative Payment to Plaintiff of up to $10,000. The Settlement Administrator will pay the Class Representative Payment approved by the Superior Court (but not more than $10,000) out of the Total Settlement Amount. If the Superior Court approves a Class Representative Payment of less than $10,000, the remainder will be retained in the Net Settlement Amount. Tax deductions and withholdings will not be taken from the Class Representative Payment, and instead the Settlement Administrator will issue to Plaintiff a Form 1099 with respect to this payment.

2. **To Class Counsel.** Class Counsel will apply to the Superior Court for an award of not more than 35% of the Total Settlement Amount ($415,800, based on a Total Settlement Amount of $1,188,000) for attorneys' fees, and an amount not to exceed $40,000 for expenses, as their Class Counsel Fees and Expenses Payment, and BIGHORN will not oppose their request. If the Superior Court approves a Class Counsel Fees and Expenses Payment of less than the amount authorized to be sought under this Agreement, the remainder will be retained in the Net Settlement Amount. The Settlement Administrator will issue to Class Counsel a Form 1099 with respect to the awarded Class Counsel Fees and Expenses Payment, and Class Counsel beforehand will provide the Settlement Administrator with a completed Form W-9.

3. **To the LWDA.** The Parties will apply to the Superior Court for an LWDA Payment of $45,000 (75% of the PAGA Civil Penalties) as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to PAGA. This amount reflects the Parties' good-faith and reasonable assessment, for purposes of settlement, of the likelihood that a PAGA representative action would be maintained and that liability under PAGA would be established, and of the amount of civil penalties the Superior Court would award even if a PAGA representative action were maintained and liability were found. If the Superior Court approves an LWDA Payment of less than $45,000, the remainder will be retained in the Net Settlement Amount.

4. **To the Settlement Administrator.** The Settlement Administrator will pay to itself out of the Total Settlement Amount its reasonable fees and expenses as approved by the Superior Court.

D. **Appointment of Settlement Administrator.** The Parties will ask the Superior Court to appoint Apex Class Action to act as Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to Class Members; conducting a National Change of Address search and using Accurint and/or other reasonable and cost-effective skip trace methods to locate any Class Member whose Class Notice Packet was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice Packet to the Class Member's new address; receiving Class Member opt-outs from the Settlement; providing the Parties with weekly status reports regarding the delivery of Class Notice Packets and receipt of Class Member objections to and opt-outs from the Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of Class Members' Settlement Shares, subject to the dollar limitations set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Total Settlement Amount.

E. **Procedure for Approving Settlement.**

1. **Motion for Preliminary Approval.**

a. Within thirty (30) days after they execute this Agreement, Plaintiff shall file with the Superior Court a request for leave to file in the Class Action a First Amended Complaint ("FAC") that encompasses the claims and allegations asserted in the PAGA Action and is otherwise coextensive with the claims to be released through the Settlement. BIGHORN will stipulate to the filing of the FAC as needed, subject to the Superior Court's approval.

b. Within a reasonable time after the FAC is deemed filed, Plaintiff will file with the Superior Court a request for dismissal without prejudice of the PAGA Action.

c. After filing the request for dismissal without prejudice of the PAGA Action, Plaintiff will file with the Superior Court a motion for an order granting Preliminary Approval of the Settlement, conditionally certifying the Class, setting a date for the Final Approval Hearing, and approving the Class Notice and the Notice of Estimated Settlement Share (the "Motion for Preliminary

Approval"). Plaintiff will provide BIGHORN's Counsel with a draft of the Motion for Preliminary Approval at least seven (7) days prior to the deadline to file the motion and will work with BIGHORN in good faith to incorporate BIGHORN's comments on and/or edits to the motion. BIGHORN will provide Plaintiff's Counsel its declaration in support of the Motion for Preliminary Approval at least seven (7) days prior to the deadline to file the motion. Concurrently with the Motion for Preliminary Approval, Plaintiff will file with and submit to the Superior Court a proposed order granting the motion in the form evidenced by Exhibit E to this Agreement). Plaintiff will attach to the proposed order the Class Notice Packet in the form evidenced by Exhibits A through D to this Agreement.

d. Before filing with the Superior Court the Motion for Preliminary Approval, Plaintiff will submit to the LWDA the Motion for Preliminary Approval and the Settlement. The Parties intend and believe that providing notice of this Settlement to the LWDA pursuant to the procedures described in this paragraph complies with the requirements of PAGA, and Plaintiff will request that the Superior Court adjudicate the validity of the notice in the Motion for Final Approval of the Settlement and bar any claim to void the Settlement under PAGA.

e. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear and support the granting of the motion.

f. Should the Superior Court decline to preliminarily approve all material aspects of the Settlement, or order material changes to the Settlement to which the Parties do not agree, the Settlement will be null and void and the Parties will have no further obligations under it. An award by the Superior Court of lesser amounts than sought for the Class Representative Payment or Class Counsel Fees and Expenses Payment, or an order requiring BIGHORN to separately pay employer payroll taxes applicable to the amount of the Class Member payments designated as wages, will not be considered a material change to the Settlement.

2. **Notice to Class Members.** After the Superior Court enters its order granting Preliminary Approval of the Settlement, every Class Member will be provided with the Class Notice Packet, which will include the Class Notice (completed to reflect the order granting preliminary approval of the Settlement) and the Notice of Estimated Settlement Share, as follows:

a. Within thirty (30) days after the Superior Court enters its order granting Preliminary Approval of the Settlement, BIGHORN will provide to the Settlement Administrator an electronic database containing each Class Member's name, last known mailing address, last known telephone number, Social Security number, and his or her number of Covered Workweeks and Covered Pay Periods (the "Class Member Information"). If any or all of the Class Member Information is unavailable to BIGHORN, BIGHORN will use best efforts to deduce or reconstruct the Class Member Information prior to when it must be submitted to the Settlement Administrator. The Settlement Administrator will keep confidential the Class Member Information and will not disclose it to anyone, except in order to carry out the reasonable efforts described in section III.D. of this Agreement, or pursuant to BIGHORN's express written authorization or by order of the Superior Court.

b. Within fifteen (15) days after receiving the Class Member Information from BIGHORN, the Settlement Administrator will (i) search for updated addresses for all Class Members using the National Change of Address ("NCOA") database; (ii) update any Class Member addresses found through the NCOA search; (iii) calculate each Class Member's estimated Settlement Share; (iv) send to counsel for the Parties its payment calculations for Class Members and obtain approval from counsel of the payment calculations; and (v) send a Class Notice Packet to each Class Member. The Settlement Administrator will mail this information to all identified Class Members. In the event of returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate Class Members and re-send the notices.

c. If a Class Notice Packet is returned by the U.S. Postal Service because of an incorrect address and no forwarding address is affixed thereto, the Settlement Administrator will promptly, and not later than five (5) business days from receipt of the returned Class Notice Packet, search for a more current address for the Class Member using a skip trace, and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Member Information and otherwise work with BIGHORN to find a more current address for the Class Member. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Class Counsel and according to the deadlines set forth in this Agreement, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned as undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing Class Notice Packets to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note the re-mailing address for its own records and notify Class Counsel and BIGHORN's Counsel of the date of each such re-mailing as part of the weekly status report provided to the Parties.

d. Each week, the Settlement Administrator will provide to Class Counsel and BIGHORN's Counsel a report showing whether any Class Notice Packets have been returned and re-mailed and the receipt of any Objection to Settlement Forms, Request for Exclusion Forms, and/or disputes regarding the Class Member Information.

e. In connection with the filing of the Parties' joint Motion for Final Approval of the Settlement, the Settlement Administrator will prepare, and the Parties will file with the Superior Court, a declaration of due diligence setting forth its compliance with its obligations under this Agreement. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Objections to Settlement; Requests for Exclusion from Settlement.** Class Members may submit objections to the Settlement or opt out of the Settlement pursuant to the following procedures:

a. **Objections to Settlement.** Class Members who wish to object to any term of the Settlement must submit a completed Objection to Settlement Form to the Settlement Administrator, postmarked no later than forty-five (45) days after the Settlement Administrator mails the Class Notice Packet (or, if the Class Member's Class Notice Packet was returned to the Settlement Administrator as undeliverable, postmarked no later than sixty (60) days after the initial mailing of the Class Notice Packet). The Settlement Administrator shall, within two (2) business days of receipt of any Objection to Settlement Form, serve any objection(s) as received on Class Counsel and BIGHORN's Counsel, who shall then promptly file all such objections with the Superior Court. Class Counsel and BIGHORN's Counsel shall file and serve any responses to objections no later than five (5) calendar days prior to the Final Approval Hearing. To be valid, any objection must: (i) contain the objecting Class Member's full name, current address, and telephone number, as well as contact information for any attorney representing the objecting Class Member for purposes of the objection; (ii) include all objections and the factual and legal bases for same; (iii) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (iv) be postmarked no later than 45 days after the Settlement Administrator mails the Class Notice Packet (or, if the Class Member's Class Notice Packet was returned to the Settlement

Administrator as undeliverable, no later than 60 days after the initial mailing of the Class Notice Packet). Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement.

b. **Requests for Exclusion.** The Class Notice will provide that Class Members may exclude themselves from the Settlement by mailing to the Settlement Administrator a completed Request for Exclusion Form, postmarked no later than forty-five (45) days after the Settlement Administrator mails the Class Notice Packet (or, if the Class Member's Class Notice Packet was returned to the Settlement Administrator as undeliverable, postmarked no later than sixty (60) days after the initial mailing of the Class Notice Packet). To be valid, the Request for Exclusion Form must (i) contain the Class Member's name, address, telephone number, and the last four digits of his or her Social Security number; (ii) include a statement that the Class Member wishes to exclude himself or herself from the Settlement; and (iii) be signed by the Class Member; and (iv) be postmarked no later than 45 days after the Settlement Administrator mails the Class Notice Packet (or, if the Class Member's Class Notice Packet was returned to the Settlement Administrator as undeliverable, no later than 60 days after the initial mailing of the Class Notice Packet). If a question is raised about the authenticity of a Request for Exclusion, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Class Member who timely submits a valid Request for Exclusion Form will not participate in or be bound by the Settlement and the Judgment, except that all PAGA Group Members will receive a portion of the PAGA Settlement Share and will release the PAGA claims described in section III.F.2. of this Agreement regardless of whether they opt out of the Settlement. All Class Members who do not submit a valid Request for Exclusion Form by the applicable deadline ("Participating Class Members") will automatically be bound by all terms and conditions of the Settlement, including its release of claims, if the Settlement is approved by the Superior Court, and by the Judgment.

c. **Report.** Not later than ten (10) days after the deadline for submission of objections and opt-outs to the Settlement, the Settlement Administrator will provide the Parties with a complete and accurate list of Objection to Settlement Forms and Request for Exclusion Forms submitted by Class Members.

4. **Resolution of Disputes.** If a Class Member disputes the information shown on his or her Notice of Estimated Settlement Share, the Class Member must ask the Settlement Administrator to resolve the matter by returning the

Notice of Estimated Settlement Share with the information that he or she contends is correct, and including any documentation the Class Member has to support his or her contention, postmarked no later than forty-five (45) days after the Settlement Administrator mails the Class Notice Packet. In the event of such a dispute, BIGHORN will have the right to review its payroll and personnel records to verify the correct information. After consultation with Class Counsel, the Class Member, and BIGHORN, the Settlement Administrator will make a determination of the correct information, and that determination will be final, binding on the Parties and the Class Member, and non-appealable.

5. **No Solicitation of Objection, Opt-Out, or Appeal.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, opt out of the Settlement, or appeal from the Judgment.

6. **Right of BIGHORN to Reject Settlement.** If ten percent (10%) or more of Class Members, or a number of Class Members whose Settlement Shares would be worth five percent (5%) or more of the total of all Settlement Shares, timely and validly request to be excluded from the Settlement, BIGHORN will have the right to rescind the Settlement, and the Settlement and all actions taken in furtherance of it will be null and void. BIGHORN must exercise this right within seven (7) days after the Settlement Administrator notifies the Parties of the number of opt-outs, which the Settlement Administrator will do within ten (10) days after the deadline for submission of Requests for Exclusion Forms. If BIGHORN exercises the right to rescind, it will be responsible for the costs of administration of the Settlement incurred through that time. If BIGHORN does not exercise the right to rescind, the Parties will jointly move for final approval of the Settlement, and Plaintiff will move for an award of the Class Representative Payment and the Class Counsel Fees and Expenses Payment pursuant to the Settlement, which BIGHORN will not oppose.

7. **Additional Briefing and Final Approval.**

    a. Not later than sixteen (16) court days before the Final Approval Hearing, Plaintiff will file with the Superior Court a Motion for Final Approval of the Settlement, Attorneys' Fees and Expenses Payment, Class Representative Payment, LWDA Payment, and payment of the Settlement Administrator's reasonable fees and expenses pursuant to this Settlement, which BIGHORN will not oppose. Plaintiff will provide BIGHORN's Counsel with a draft of the Motion for Final Approval at least seven (7) days prior to the deadline to file the motion and will work with BIGHORN in good faith to incorporate BIGHORN's comments on and/or edits to the motion.

b. If any opposition to the motion is filed, Plaintiff and/or the Parties may file a reply in support of the Motion for Final Approval of the Settlement by not later than five (5) days before the Final Approval Hearing.

c. If the Superior Court does not grant final approval of the Settlement, or if the Superior Court's final approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will be null and void; if that occurs, the Parties will have no further obligations under the Settlement, including any obligation by BIGHORN to pay the Total Settlement Amount, except that BIGHORN will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Settlement is deemed null and void. An award by the Superior Court of lesser amounts than sought for the Class Representative Payment or Class Counsel Fees and Expenses Payment will not constitute a material modification of the Settlement; although Plaintiff maintains the right to appeal any such reduction.

d. Together with the Motion for Final Approval, the Parties will present to the Superior Court for its approval and entry a Proposed Order Granting Final Approval of Settlement and a Proposed Final Judgment, in substantially the form evidenced by Exhibit F to this Agreement. After entry of the Order and Judgment, the Superior Court will have continuing jurisdiction over the Actions and the Settlement solely for purposes of (1) enforcing this Agreement, (2) addressing settlement administration matters, and (3) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

8. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the material terms of this Agreement, Plaintiff, Class Members who did not timely submit an objection to the Settlement and intervene in the Action(s), BIGHORN, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings, or to file a cross-appeal. This paragraph does not preclude Plaintiff or Class Counsel from appealing from a refusal by the Superior Court to award the full Class Representative Payment or the Class Counsel Fees and Expenses Payment sought by them. If an appeal is taken from the Judgment, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as their appeal is finally resolved and the Judgment becomes Final, as defined in this Agreement.

9. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal or a petition for *certiorari* or review, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material change to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Plaintiff or BIGHORN will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Superior Court not later than thirty (30) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Superior Court's award of the Class Representative Payment or the Class Counsel Fees and Expenses Payment will not constitute a vacating, reversal, or material modification of the Judgment within the meaning of this paragraph.

10. **Timing of Settlement Payments.** Within three (3) days after the Settlement becomes Final as defined in this Agreement, the Settlement Administrator will provide BIGHORN with wire transfer information. Within seven (7) days after the Settlement Administrator's deadline to provide BIGHORN with wire transfer information (*i.e.*, within ten (10) days after the Settlement becomes Final as defined in this Agreement), BIGHORN will transfer the Total Settlement Amount to the Settlement Administrator via wire transfer. Within ten (10) days after BIGHORN's deadline to transfer the Total Settlement Amount to the Settlement Administrator (*i.e.*, within twenty (20) days after the Settlement becomes Final as defined in this Agreement), the Settlement Administrator will pay to Class Members and PAGA Group Members the Settlement Shares; to the LWDA, the LWDA Payment; to Plaintiff, the Class Representative Payment; to Class Counsel, the Class Counsel Fees and Expenses Payment; and to the Settlement Administrator, its reasonable fees and expenses.

11. **Uncashed Settlement Share Checks.** 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. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Class Member at his or her correct address. If any Class Member's Settlement Share check is not cashed within sixty (60) days after mailing to the Class Member, the Settlement Administrator will send the Class Member a letter or postcard informing him or her that unless the check is cashed in the next one hundred and twenty (120) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If a Class Member fails to cash the check for his or her Settlement Share within one hundred and eighty (180) days after it is mailed to him or her, the Settlement Administrator will distribute the funds represented by the check to the California State Controller's Office, Unclaimed Property Division, in the name of the Class Member.

F. **Release and Waiver of Claims.**

1. **Class Members.** In consideration for their awarded Class Member Payments, as of the date the Settlement becomes Final as defined in this Agreement and is fully funded as set forth in section III.E.10., all Participating Class Members release any and all known and unknown claims against BIGHORN and the other Released Parties that are asserted in the Complaint or FAC 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 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.

2. **PAGA Group Members.** In consideration for their awarded portions of the PAGA Civil Penalties, as of the date the Settlement becomes Final as defined in this Agreement and is fully funded as set forth in section III.E.10., 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, 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.

3. **Class Counsel.** Class Counsel will not seek or be entitled to any attorneys' fees and/or expenses in the Actions, other than those specified in this Agreement.

G. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) to Plaintiff or Class Members beyond those provided by this Agreement, and Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

H. **Confidentiality Preceding Preliminary Approval.** Plaintiff and his attorneys agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiff's attorneys agree not to publicize the Settlement on their website or social media. In addition, prior to filing of the Motion for Preliminary Approval, Plaintiff and his attorneys will not have any communication regarding the Settlement with anyone other than family members, clients, Class Members, financial advisors, retained experts, and vendors related to settlement administration. If, before the filing of the Motion for Preliminary Approval, Plaintiff or his attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, BIGHORN may rescind the Settlement, rendering it null and void.

I. **Unanticipated Increase in Covered Workweeks.** The Parties estimate that Class Members worked approximately 72,000 Covered Workweeks from January 22, 2020 through April 24, 2025 (the "Estimated Covered Workweeks"). If the actual number of Covered Workweeks worked by Class Members during the period from January 22, 2020 through the date on which the Court grants preliminary approval of the Settlement exceeds the Estimated Covered Workweeks by more than 10% (*i.e.*, is equal to or greater than 79,200), then BIGHORN shall have the option to either (i) increase the Total Settlement Amount by a proportionate amount for each additional workweek beyond the 10% threshold; or (ii) end the Class Period on the date that the number of workweeks reaches 79,200.

J. **Miscellaneous Terms.**

1. **No Admission of Liability.**

a. BIGHORN denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Actions, that the claims asserted in the Actions can proceed on a representative basis, or that but for the Settlement a class should be certified in the Actions. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by BIGHORN, or an admission by Plaintiff that any of his claims were non-meritorious or any defense asserted by BIGHORN was meritorious. This Settlement and the fact that Plaintiff and BIGHORN were willing to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

b. The Parties agree that the Motion for Preliminary Approval seeking, *inter alia*, certification of a class is for purposes of the Settlement only, and if for any reason the Settlement is not approved, the certification will have no force or effect and will be immediately revoked. The Parties further agree that certification for purposes of the Settlement is in no way an admission that class certification is proper under the more stringent standard applied for litigation purposes and that this Settlement will not be admissible in this or any other proceeding as evidence that (i) a class should be certified or (ii) BIGHORN is liable to Plaintiff or the Class.

c. Whether or not the Judgment becomes Final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to BIGHORN or the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against BIGHORN or any of the Released Parties, in any further proceeding in the Actions, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

d. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

3. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.

4. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

5. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

6. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

7. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the claims asserted in the Actions and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

8. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

9. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

BLACKSTONE LAW, APC
Jonathan M. Genish
Barbara DuVan-Clarke
P.J. Van Ert
Annabel Blanchard
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Telephone: (310) 622-4278
Facsimile: (855) 786-6356
jgenish@blackstonepc.com
BDC@blackstonepc.com
pjvanert@blackstonepc.com
ablanchard@blackstonepc.com

To BIGHORN:

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
Zachary P. Hutton
Anna M. Skaggs
Four Embarcadero Center, 17th Floor
San Francisco, California 94111
Telephone: (415) 434-9100
Facsimile: (415) 434-3947
zhutton@sheppardmullin.com
askaggs@sheppardmullin.com

FITZGERALD & MULÉ LLP
David B. Mulé
Jana B. FitzGerald
74770 Hwy. 111, Suite 205
Indian Wells, California 92211
Telephone: (760) 325-5055
dmule@fitzgeraldmulelaw.com
jfitzgerald@fitzgeraldmulelaw.com

10. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures will be accepted if the original signature is provided within seven days. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

[Intentionally left blank]

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 09/25/2025.

LUKE LEON

By: Luke Leon

Dated: 9/25/2025.

BLACKSTONE LAW, APC

By: Barbara DuVan-Clarke
Barbara DuVan-Clarke
Attorneys for Plaintiff

Dated: 10/1/2025.

BIGHORN GOLF CLUB

By: ______________________
Carl T. Cardinalli
President, BIGHORN GOLF CLUB
Authorized for Defendant
BIGHORN GOLF CLUB

Dated: 10/1/2025.

BIGHORN HOMEOWNERS ASSOCIATION, INC.

By: ______________________
Joseph D. Curtis
CFO, BIGHORN HOMEOWNERS ASSOCIATION, INC.
Authorized for Defendant
BIGHORN HOMEOWNERS ASSOCIATION, INC.

Dated: 10/1/2025.

BIGHORN PROPERTIES, INC.

By: ______________________
Carl T. Cardinalli
Vice President, BIGHORN PROPERTIES, INC.
Authorized for Defendant
BIGHORN PROPERTIES, INC.

Dated: 10/6/2025.

ZACHARY P. HUTTON
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Signed by:
Zach Hutton
By: 9774F0B4B8A0492...
Zachary P. Hutton
Attorneys for Defendants

<u>EXHIBIT A</u>

[NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FINAL APPROVAL HEARING]

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:

Exhibit A

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").

The Court has preliminarily approved the Settlement and conditionally certified the Class for purposes of the Settlement only. You have received this notice because BIGHORN's records indicate that you are a member of the Class. This notice is designed to inform you of the terms of 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.

2. WHAT IS THIS LAWSUIT ABOUT?

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

In this Action, Plaintiff alleges that BIGHORN failed to pay all wages due at the correct rates of pay, including minimum wages, straight-time wage, 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 termination.

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.

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

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

Exhibit A

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

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

The "**PAGA Period**" means the period of time 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]. 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. WHAT WILL I RECEIVE FROM THE SETTLEMENT?

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

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

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

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

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.

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.

5. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

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

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

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

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 to Settlement Shares.

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 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 is correct, **postmarked no later than [45 days after mailing of Class Notice]**. You should submit any documentary evidence that you have along with the form. After consulting with you, Class Counsel, and BIGHORN, the Settlement Administrator will make a determination of the number of your Covered Workweeks and Covered Pay Periods, and that determination will be final, binding on you and BIGHORN, and non-appealable.

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 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.

b. **PAGA Group Members.** 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 California Labor and Workforce Development Agency

("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.

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

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

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

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

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 ____
[Settlement Administrator address]

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.

9. THE LAWYERS FOR THE PARTIES

CLASS COUNSEL
BLACKSTONE LAW, APC
Jonathan M. Genish
Barbara DuVan-Clarke
P.J. Van Ert
Annabel Blanchard
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BIGHORN'S COUNSEL
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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.

10. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing on ______________, 2026, at __:__ [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 [INSERT NUMBER].

<u>EXHIBIT B</u>

[NOTICE OF ESTIMATED SETTLEMENT SHARE]

Exhibit B

NOTICE OF ESTIMATED SETTLEMENT SHARE

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** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

____

(First, Middle, Last)

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

____

Former Names (if any)

____

New Street Address

____

City State Zip Code

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

According to BIGHORN's records:

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

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

Based on the above, your Class Member Payment is estimated at **$____** and your PAGA Settlement Share (your share of penalties under the Labor Code Private Attorneys General Act ("PAGA")) is estimated at **$____**.

(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>>.

<u>EXHIBIT C</u>

[OBJECTION TO SETTLEMENT FORM]

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 <<ADMINISTRATOR CONTACT INFO>> **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]).

EXHIBIT D

[REQUEST FOR EXCLUSION FORM]

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]).

EXHIBIT E

[PROPOSED ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT]

BLACKSTONE LAW, APC
Jonathan M. Genish
Barbara DuVan-Clarke
P.J. Van Ert
Annabel Blanchard
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ablanchard@blackstonepc.com

Attorneys for Plaintiff Luke Leon

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

LUKE LEON, individually and on behalf of others similarly situated, 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 GOLF CLUB CHARITIES, a California Nonprofit Corporation; BIGHORN PROPERTIES, LLC, a California Limited Liability Company; BIGHORN PROPERTIES, INC., a California Corporation; BIGHORN GP, INC., a California Corporation; BIGHORN PENTHOUSE CONDOMINIUM OWNERS ASSOCIATION, a California Nonprofit Corporation; and DOES 1 through 25, inclusive, 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

[PROPOSED] ORDER

The motion of plaintiff Luke Leon ("Plaintiff") for Preliminary Approval of Class Action Settlement (the "Motion") came on regularly for hearing before this Court on __________________, ____ at ____:____ a.m. / p.m. The Court, having considered the proposed Settlement Agreement (the "Settlement") between Plaintiff and defendants BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE, BIGHORN HOMEOWNERS ASSOCIATION, INC. dba BIGHORN HOMEOWNERS ASSOCIATION, and BIGHORN PROPERTIES, INC. (collectively "BIGHORN" or "Defendants"), attached as Exhibit 3 to the Declaration of Annabel Blanchard filed concurrently with the Motion; having considered the Motion, Memorandum of Points and Authorities in support thereof, and supporting declarations filed therewith, and any argument presented at the hearing on the Motion; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class action settlement as set forth in the Settlement and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Approval Hearing. For purposes of the Settlement only, the Court finds that the proposed Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the Class, which is defined as follows:

> All current and former employees who worked for BIGHORN 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].

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

3. The Court designates Apex Class Action Administrators as the third-party Settlement Administrator for mailing notices.

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

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

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

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

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

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

10. The Final Approval Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department 1 of this Court, located at 4050 Main Street, Riverside, California 92501, on ________________________, 2026

at ____:____ a.m. / p.m. Should this hearing date be continued, the Settlement Administrator is to give notice to any objecting party of the continuance of the hearing.

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

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

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

14. An implementation schedule is below:

Event	**Date**
BIGHORN to provide Class Member Information to Settlement Administrator no later than [30 days after preliminary approval]:	______________________
Settlement Administrator to mail Class Notice Packets to Class Members no later than [15 days after receiving Class Member Information]:	______________________
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]:	______________________
Deadline for Parties to file Motion for Final Approval of Class Action Settlement [16 court days before Final Approval Hearing]:	______________________

Final Approval Hearing:	______________________

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

EXHIBIT F

[PROPOSED ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND JUDGMENT]

BLACKSTONE LAW, APC
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P.J. Van Ert
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ablanchard@blackstonepc.com

Attorneys for Plaintiff Luke Leon

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

LUKE LEON, individually and on behalf of others similarly situated, 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 GOLF CLUB CHARITIES, a California Nonprofit Corporation; BIGHORN PROPERTIES, LLC, a California Limited Liability Company; BIGHORN PROPERTIES, INC., a California Corporation; BIGHORN GP, INC., a California Corporation; BIGHORN PENTHOUSE CONDOMINIUM OWNERS ASSOCIATION, a California Nonprofit Corporation; and DOES 1 through 50, Defendants.	Case No. CVRI2400375 **[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

[PROPOSED] ORDER

On ________, 2025, a hearing was held on the motion of plaintiff Luke Leon ("Plaintiff") for final approval of Plaintiff's Settlement Agreement with defendants BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE, BIGHORN HOMEOWNERS ASSOCIATION, INC. dba BIGHORN HOMEOWNERS ASSOCIATION, and BIGHORN PROPERTIES, INC. (collectively "BIGHORN" or "Defendants") filed on ______________ as Exhibit 3 to the Declaration of Annabel Blanchard in support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (the "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 ________, ____ ("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 ________, ____, 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 [the date on which the Court grants preliminary approval of the Settlement] [the date on which the number of Covered Workweeks reaches 79,200].

2. The Settlement Administrator received __ valid requests for exclusion from the Class. The employee identification numbers of the individuals who timely submitted valid requests

for exclusion are listed in Exhibit __ to the Declaration of [Settlement Administrator] filed on ________, ____.

3. The Court confirms the appointment of plaintiff Luke Leon as Class Representative, and of Jonathan M. Genish, Barbara DuVan-Clarke, 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 overrules the objections raised by objecting Class Members.]

8. 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 [the date on which the Court grants preliminary approval of the Settlement] [the date on which the number of Covered Workweeks reaches 79,200]) 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.

9. 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.

10. 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.

11. 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.

12. 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 [the date on which the Court grants preliminary approval of the Settlement] [the date on which the number of Covered Workweeks reaches 79,200] (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.

13. 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 [the date on which the Court grants preliminary approval of the Settlement] [the date on which the number of Covered Workweeks reaches 79,200] (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.

14. 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.

15. 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.

16. 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.

17. The Court finds and determines that the fees and expenses of Apex Class Action Administrators in administrating the settlement, in the amount of $____, 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.

18. 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.

19. 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 $[35% of the Total Settlement Amount], plus costs and expenses in the amount of $[up to $40,000]. This shall be paid from the Total Settlement Amount.

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

21. 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.

22. 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.

IT IS SO ORDERED AND ADJUDGED.

Dated:

By: ______________________________

Hon. Harold W. Hopp
Judge of the Superior Court

EXHIBIT 4

Outlook

Thank you for your Proposed Settlement Submission

Desde no-reply@formassembly.com <no-reply@formassembly.com>
Fecha Vie 19/12/2025 13:11
Para Lorena Bautista <lbautista@blackstonepc.com>

[External Email].

12/19/2025 10:11:26 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 12/19/2025 10:11:26 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1005443-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm