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Attorneys for Plaintiff LUKE LEON and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

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

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
PROPERTIES, INC., a California 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 FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, CLASS COUNSEL
FEES AND EXPENSES PAYMENT, CLASS
REPRESENTATIVE PAYMENT, AND
SETTLEMENT ADMINISTRATOR'S
FEES AND EXPENSES**

Date: September 28, 2026

Time: 8:30 a.m.

Dept: 1

Complaint Filed: January 22, 2024

FAC Filed: January 6, 2026

Trial Date: Not Set

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1. I am an attorney duly licensed to practice law before all Courts of the State of California. I am a member of Blackstone Law, APC, which has been appointed as Class Counsel for purposes of the Settlement, and attorneys of record for Plaintiff Luke Leon (“Plaintiff”). I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

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3. On January 22, 2024, Plaintiff filed a Class Action Complaint for Damages in the action entitled *Luke Leon vs. Bighorn Golf Club, et al.*, Riverside County Superior Court Case No. CVRI2400375 (the “Action”), thereby commencing a putative class action against Defendants.

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1 respected mediator with extensive experience in complex wage and hour matters. On April 24, 2025,
2 the Parties participated in a supplemental mediation presided over by Ms. Wagner, and with the
3 assistance of the Mediator's evaluations, the Parties were able to reach an agreement to resolve this
4 dispute on a class and representative basis. The Parties then worked diligently to negotiate and
5 memorialize the terms in a long form settlement agreement.

6 6. On October 6, 2025, the Parties executed the Settlement Agreement ("Settlement" or
7 "Settlement Agreement"). A true and correct copy of the Settlement Agreement is attached hereto as
8 **Exhibit 1.**

9 7. On December 19, 2025, Plaintiff filed a Motion for Preliminary Approval of Class
10 Action and PAGA Settlement ("Motion for Preliminary Approval") and supporting documents.

11 8. On January 6, 2026, Plaintiff filed the First Amended Class Action Complaint ("FAC"
12 or "Operative Complaint") in the Action. The Operative Complaint alleges ten (10) causes of action
13 for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime
14 wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to
15 provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages
16 during employment, failure to provide accurate wage statements, failure to timely pay wages upon
17 termination, and failure to reimburse necessary business expenses, for violations of California
18 Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor
19 Code violations, and for civil penalties under PAGA based on the aforementioned California Labor
20 Code violations.

21 9. On April 9, 2026, the Court entered an Order Granting Preliminary Approval of Class
22 Action and PAGA Settlement ("Preliminary Approval Order")¹, thereby preliminarily approving the
23 terms of the Settlement Agreement, the Notice of Proposed Class Action Settlement and Final
24 Approval Hearing ("Class Notice"), and the proposed administration procedures and associated
25 deadlines. A true and correct copy of the Preliminary Approval Order is attached hereto as **Exhibit**
26 **2.**

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28 ¹ The Order Granting Preliminary Approval was signed on April 8, 2026, and entered April 9, 2026.

1 **Summary of the Terms of the Settlement Agreement**

2 10. By way of the Preliminary Approval Order, the Court certified the following Class for
3 settlement purposes only: “All current and former employees who worked for BIGHORN in a
4 nonexempt position in California at any time during the Class Period.” (“Class” or “Class Members”).
5 The “Class Period” is defined as the period from January 22, 2020, through April 8, 2026. The
6 “Participating Class Members” consist of all Class Members who did not submit a timely and valid
7 Request for Exclusion. The “PAGA Group Members” consist of all current and former employees
8 who worked for BIGHORN in a nonexempt position in California at any time during the PAGA
9 Period. The “PAGA Period” is defined as the period from January 17, 2023, through April 8, 2026.

10 11. Based on the data provided by Defendants and for purposes of administration of the
11 Class Notice, I am informed that there are 744 Class Members who worked 87,687 weeks for
12 Defendants during the Class Period (“Workweeks”) and 551 PAGA Group Members who worked
13 49,640 pay periods for Defendants during the PAGA Period (“Pay Periods”). Defendants opted to
14 increase the Total Settlement Amount Pursuant to Paragraph III.I of the Settlement Agreement,
15 because the Workweeks through the end of the Class Period exceeded the threshold

16 12. The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
17 Complaint for a non-reversionary Total Settlement Amount of One Million Three Hundred Twenty
18 Eight Thousand Thirty-Five Dollars and Fifty Cents (\$1,328,035.50), which is inclusive of employer-
19 side payroll taxes.² The Total Settlement Amount includes: (1) Class Counsel’s fees in the amount of
20 thirty-five percent (35%) of the escalated Total Settlement Amount, equaling Four Hundred Sixty-
21 Four Thousand Eight Hundred Twelve Dollars and Forty-Three Cents (\$464,812.43); (2) Class
22 Counsel’s actual litigation costs and expenses, in the amount of Thirty-Five Thousand Six Hundred
23 Eighty-Three Dollars and Eighty Cents (\$35,683.80); (3) Settlement Administrator’s Fees and
24 Expenses in the amount of Twelve Thousand Dollars (\$12,000); (4) Class Representative Payment in
25 the amount of Ten Thousand Dollars (\$10,000); and (5) PAGA Civil Penalties in the amount of Sixty
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28 ² The escalator provision in Paragraph III.I of the Settlement Agreement was triggered, and Defendants opted to Increase
the original Total Settlement Amount of One Million One Hundred Eighty-Eight Thousand Dollars (\$1,188,000)
accordingly.

Thousand Dollars (\$60,000). After the above amounts are deducted from the Total Settlement Amount, the Participating Class Members will share in a Net Settlement Amount of approximately Seven Hundred Forty-Five Thousand, Five Hundred Thirty-Nine Dollars and Twenty-Seven Cents (\$745,539.27), subject to reduction for employer payroll taxes on the Wage Portions of the Settlement Shares.

13. The Settlement does not require Class Members to submit claims as a prerequisite to receiving their pro rata share of the Net Settlement Amount (“Class Member Payment”) nor does it require PAGA Group Members to submit claims as a prerequisite to receiving their pro rata share of twenty-five percent (25%) of the PAGA Civil Penalties (“PAGA Settlement Share”). Class Member Payments are calculated by the Settlement Administrator by dividing the Net Settlement Amount, by the total number of Covered Workweeks worked by all Class Members during the Class Period and multiplying the result by each Class Member’s Covered Workweeks worked during the Class Period. PAGA Settlement Shares are calculated by the Settlement Administrator by dividing the amount of the PAGA Group Members’ 25% share of the PAGA Civil Penalties (\$15,000) by the total number of Covered Pay Periods worked by all PAGA Group Members during the PAGA Period and multiplying the result by each PAGA Group Member’s Covered Pay Periods worked during the PAGA Period.

14. I am aware from my review of the information provided by the Settlement Administrator that the estimated average gross Class Member Payment is \$996.27, the estimated highest gross Class Member Payment is \$2,749.94, and the estimated lowest gross Class Member Payment is \$8.46. The estimated average PAGA Settlement Share is \$27.22, the estimated highest PAGA Settlement Share is \$51.07, and the estimated lowest PAGA Settlement Share is \$0.30.

15. Each Class Member Payment will be allocated as one-third (1/3) wages (“Wage Portion”) and the remaining two-thirds (2/3) as penalties and interest (“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 respect to the Wage Portion of the Class Member Payments, and issue checks to 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.

16. 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.

Notice to the LWDA

17. On December 19, 2025, Class Counsel submitted a copy of the Settlement Agreement to the LWDA through its online submission portal in compliance with California Labor Code § 2699(l)(2). The LWDA has not objected or otherwise responded to the submission.

The Settlement Is Fair and Reasonable

Discovery and Informed Arms-Length Negotiations

18. 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 Eve Wagner of Signature Resolution, 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.

19. 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, Defendants' relevant wage and hour policies and documents, including 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

1 former employees, the total workweeks worked by the putative class members, and the average rate
2 of pay for the putative class members. This allowed Class Counsel to conduct an informed assessment
3 and analysis of the strengths and weaknesses of the claims and the potential class-wide damages.

4 20. Based on the information exchanged, the Parties extensively briefed issues regarding
5 class certification and liability and provided their analyses to the Mediator, who helped the Parties
6 debate the strengths and weaknesses of their respective positions. At all times, Plaintiff was willing
7 and prepared to litigate this matter through class certification and trial if the Parties had been unable
8 to reach a favorable resolution. Additionally, settlement negotiations were conducted by highly
9 capable and experienced counsel. Class Counsel are respected members of the California State Bar
10 with strong records of vigorous and effective advocacy and are experienced in handling complex wage
11 and hour class action litigation. Accordingly, Class Counsel had sufficient information and experience
12 to act intelligently in negotiating the Settlement.

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

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

25 23. Defendants denied and continue to deny any liability and wrongdoing of any kind
26 associated with the claims alleged in the Action and further deny that class certification is appropriate
27 for any purpose other than the Settlement. Defendants believe that they would ultimately prevail in
28 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.

24. 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.

25. Therefore, Class Counsel submits that the Settlement is fair, reasonable, and adequate. The Settlement is in the best interest of the Class Members, the PAGA Group Members, 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 Counsel Fees and Expenses Payment

26. Class Counsel seeks thirty-five percent (35%) of the Total Settlement Amount (i.e., \$464,812.43) for fees for the time spent litigating this matter and reimbursement of actual costs and expenses in the amount of Thirty-Five Thousand Six Hundred Eighty-Three Dollars and Eighty (\$35,683.80). The requested fees and costs are fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's requested fee

award is summarily addressed as follows but is more fully discussed in Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, Class Counsel Fees and Expense Payment, Class Representative Payment, LWDA Payment, and Settlement Administrator's Fees and Expenses ("Motion for Final Approval") filed concurrently herewith.

27. The effectiveness of Blackstone Law, APC's ("Blackstone") prosecution of this matter has translated into tangible monetary benefits for the Class Members, the State of California, and PAGA Group Members 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 Three Hundred Twenty-Eight Thousand Thirty-Five Dollars and Fifty Cents (\$1,328,035.50) as the Total Settlement Amount that compares favorably with other similar class action settlements of this type, given the strengths and weaknesses of the Action; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the Action progressed through certification, trial, and/or 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 Thirty-Five Thousand Six Hundred Eighty-Three Dollars and Eighty Cents (\$35,683.80) for expenses.

28. In the present case, Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. Class Counsel had to consider its workload during this litigation when considering taking on additional work that was available, and which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a favorable result for the Class, the State of California, and PAGA Group Members. Considering the amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling similar matters, Plaintiff maintains that the requested attorneys' fees of thirty-five percent (35%) of the Total Settlement Amount (i.e., \$464,812.43) are reasonable and should be awarded.

29. Blackstone was started in February 2018, representing plaintiffs in individual and representative employment litigation. The firm has grown exponentially over the past eight-plus years, now maintaining over thirty highly pedigreed attorneys working on almost exclusively labor and

1 employment class actions, PAGA cases, and individual matters, with roughly 15% of the firm focused
2 on other complex general litigation matters. Blackstone has been counsel of record on several class
3 and PAGA actions that have since been resolved, the most recent of which are attached hereto as
4 **Exhibit 3**. The attorneys who worked on this case are all experienced in litigating wage and hour
5 matters as follows:

6 a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from
7 Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During
8 law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in
9 various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an
10 associate and remained employed there from September 2008 through August 2015. During his
11 tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from
12 employment, corporate, entertainment, and general business litigation matters, though his primary area
13 of expertise was employment, both single plaintiff and representative actions. On the vast majority of
14 those cases, he was the only or primary attorney managing the case and thus obtained extensive
15 experience. In that capacity, he conducted wage and hour and wrongful termination labor and
16 employment intakes; was the primary contact for all clients; took and defended hundreds (if not
17 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
18 motions and pleadings, including dispositive and certification motions; strategized on all cases;
19 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
20 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
21 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
22 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
23 the cases he managed were highly publicized, with articles written about them in the Los Angeles
24 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
25 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,295,
26 which is well within the prevailing rate for attorneys with his experience in this area of practice in
27 Southern California.

28 b. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone in September 2022

1 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating single-plaintiff
2 employment, catastrophic injury, and class/PAGA matters with well-known plaintiff-side wage and
3 hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the University of
4 California at Los Angeles in 2003 and then obtained her Juris Doctorate from Case Western Reserve
5 University in Cleveland, Ohio in 2007. Ms. DuVan-Clarke also maintains leadership roles in the
6 California Employment Lawyers' Association ("CELA") and other organizations. Her hourly rate of
7 \$1,050 is reasonable based on her education and experience and is in line with the market rate.

8 c. Danielle GruppChang is a senior associate attorney. She graduated from California
9 Polytechnic University San Luis Obispo in 2013, with a Bachelor of Arts degree in Political Science
10 with a minor in Communication Studies. She then obtained her Juris Doctorate from University of
11 California Law San Francisco (formerly known as University of California Hastings College of the
12 Law), graduating in 2016, and was admitted to the California State Bar in January 2017. She has
13 practiced exclusively plaintiff's side labor and employment class and representative action law from
14 2017 through the present. Her hourly rate of \$825 is reasonable based on her education and experience
15 and is in line with the market rate

16 d. P.J. Van Ert is a senior associate attorney who joined Blackstone in 2023, after having
17 worked at an employment litigation firm for 2 years, and prior to that, having served as a District
18 Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding
19 that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in
20 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law
21 with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004. Her
22 hourly rate of \$850 is reasonable based on her education and experience and is in line with the market
23 rate

24 e. I joined Blackstone Law, APC from a highly reputable employment law firm. I
25 graduated from University of California at Berkeley with a Bachelor of Arts degree in 2001, and from
26 Southwestern University School of Law with a Juris Doctorate in 2008. I was admitted to the State
27 Bar of California in December of 2008. I have worked on many wage and hour class action and PAGA
28 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. My hourly rate of \$750 is reasonable based on my education and experience and is in line with the market rate

30. Class Counsel has spent approximately 337 total hours litigating this matter. To date, our total fees incurred amount to \$322,850. Each attorney who worked on this matter engaged in a multitude of tasks, including communicating with Plaintiff and defense counsel; investigating the facts and researching applicable legal issues; drafting pleadings, informal discovery requests, and joint statements; reviewing documents; preparing for and attending mediation; and facilitating the Settlement by drafting the settlement documents and motion papers for obtaining settlement approval. One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few, if any, employees pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are generally based on a stepped-up contingency fee. Therefore, there is no customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. Wage-and-hour class and PAGA work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind of class action work requires specialized learning and the willingness to take large risks. A summary of Class Counsel's lodestar for each attorney who worked on this case is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	35	\$1,295	\$45,325
Barbara DuVan-Clarke	Senior Trial Attorney and Team Lead	133	\$1,050	\$139,650
Danielle GruppChang	Senior Associate	71	\$825	\$58,575
P.J. Van Ert	Senior Associate	58	\$850	\$49,300
Annabel Blanchard	Associate	40	\$750	\$30,000

31. We expect to spend an additional 10 hours (\$7,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our client, and Class Members. Based thereon, the total amount of Class Counsel's fees through closure of this case are estimated to be approximately \$330,350.

32. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Forty Thousand Dollars (\$40,000). Class Counsel seeks reimbursement of a total of Thirty-Five Thousand Six Hundred Eighty-Three Dollars and Eighty Cents (\$35,683.80) in litigation costs and expenses. A true and correct itemized list of Blackstone's litigation costs and expenses is attached hereto as **Exhibit 4**. This amount was reasonable and necessary in the prosecution of this matter.

33. The requested award of Class Counsel Fees and Class Counsel Litigation Expenses was included and set forth clearly in the Class Notice provided to the Class Members.

Class Representative Payment

34. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Class Representative Payment in the amount of Ten Thousand Dollars (\$10,000). The requested Class Representative Payment is reasonable given the time and effort Plaintiff spent on this matter, and the benefit to the Class Members as a result of Plaintiff's actions. Class representative payments in wage and hour cases commonly compensate class representatives for their efforts in assisting counsel, participating in the litigation, and undertaking the risks associated with serving as a named plaintiff. The Declaration of Plaintiff Luke Leon submitted herewith details his work and efforts in bringing and litigating this matter through resolution and supports the requested Class Representative Payment. The requested Class Representative Payment was also disclosed in the Class Notice provided to the Class Members.

Settlement Administrator's Fees and Expenses

35. In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved, Settlement Administrator's Fees and Expenses not to exceed Twelve Thousand Dollars (\$12,000). Apex Class Action Administrators, the approved Settlement Administrator, provided Class

Counsel with its quote stating that its cost to administer the Settlement is Twelve Thousand Dollars (\$12,000).

Allocation to the LWDA

36. As part of the Settlement, Defendants have agreed to allocate Sixty Thousand Dollars (\$60,000) from the Total Settlement Amount to the PAGA Civil Penalties, of which Forty-Five Thousand Dollars (\$45,000), representing seventy-five percent (75%) of the PAGA Civil Penalties, will be paid to the LWDA for education and enforcement purposes.

37. It is extremely common in approved wage and hour class action cases that settle that only a small portion of the total settlement is paid to PAGA penalties “in order to maximize payments to class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here, in these approved settlements, the parties generally maximized statutory penalties and minimized PAGA penalties to focus on claims to the class members, the persons who actually suffered the California Labor Code violations.

Notice to the Class

38. The Class Notice approved by the Court met the requirements for proper notice of the Settlement to the Class: it identified the Parties and described the Action, the Class, the Total Settlement Amount, the proposed method for distribution of the Total Settlement Amount, the amounts

1 proposed to be paid as the Class Representative Payment to Plaintiff, the Settlement Administrator's
2 Fees and Expenses to the Settlement Administrator, and Class Counsel Fees and Class Counsel
3 Litigation Expenses to Class Counsel. The Class Notice described the proposed Settlement with
4 enough specificity to allow each Class Member to make an informed choice whether to participate in
5 the Settlement, object to the Settlement, or request exclusion from the Class Settlement. The Class
6 Notice also provided the date and time of the Final Approval Hearing and informed Class Members
7 how to obtain additional information about the Settlement.

8 I declare under penalty of perjury under the laws of the State of California that the foregoing
9 is true and correct. Executed on September 2, 2026, at Los Angeles, California.

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11 *A. Blanchard*

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Annabel Blanchard
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EXHIBIT 1

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,

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 Accurant 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
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
Joseph D. Curtis
CFO, BIGHORN HOMEOWNERS
ASSOCIATION, INC.
Authorized for Defendant
BIGHORN HOMEOWNERS ASSOCIATION,
INC.

Dated: 10/1/2015.

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

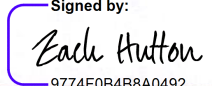
Signed by:

9774F0B4B8A0492
By: _____
Zachary P. Hutton
Attorneys for Defendants

EXHIBIT A

**[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:

Exhibit A

- 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.

Exhibit A

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

Exhibit A

(“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

Exhibit A

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

Exhibit A

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 [redacted]

[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.

Exhibit A

9. THE LAWYERS FOR THE PARTIES

CLASS COUNSEL

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

BIGHORN'S COUNSEL

SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP
Zachary P. Hutton
Anna M. Skaggs
Four Embarcadero Center, 17th Floor
San Francisco, California 94111

FITZGERALD & MULÉ LLP

David B. Mulé
Jana B. FitzGerald
74770 Hwy. 111, Suite 205
Indian Wells, California 92211

DO NOT CALL THE COURT OR BIGHORN'S COUNSEL.

10. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing on [REDACTED], 2026, at [REDACTED]:[REDACTED] [a.m.] [p.m.], in Department 1 of the Superior Court of California, County of Riverside, 4050 Main Street, Riverside, California 92501, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Class Representative Payment and the Class Counsel Fees and Expenses Payment.

The hearing may be postponed without further notice to the Class. **You do not need to appear at this hearing.** However, if you choose to object to the Settlement, you may appear at the hearing and be heard as described in Section 8 above.

11. GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which will be on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at the Office of the Clerk, County of Riverside, 4050 Main Street, Riverside, California 92501, during the Clerk's normal business hours; or you may contact Class Counsel or the Settlement Administrator. Reference the Leon v. BIGHORN Wage and Hour Settlement.

PLEASE DO NOT CALL THE COURT OR BIGHORN'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT. YOU MAY, HOWEVER, CALL CLASS COUNSEL (TELEPHONE NUMBER LISTED ABOVE) OR THE SETTLEMENT ADMINISTRATOR AT [INSERT NUMBER].

EXHIBIT B

[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>>.**

EXHIBIT C

[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]

1 BLACKSTONE LAW, APC
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2 Barbara DuVan-Clarke
P.J. Van Ert
3 Annabel Blanchard
8383 Wilshire Boulevard, Suite 745
4 Beverly Hills, California 90211
Telephone: (310) 622-4278
5 Facsimile: (855) 786-6356
Email: jgenish@blackstonepc.com
6 BDC@blackstonepc.com
pjvanert@blackstonepc.com
7 ablanchard@blackstonepc.com

8 Attorneys for Plaintiff Luke Leon

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF RIVERSIDE

12
13 LUKE LEON, individually and on behalf of
others similarly situated,

14 Plaintiffs,

15 vs.

16 BIGHORN GOLF CLUB dba BIGHORN
17 CLUBHOUSE, a California Nonprofit
Corporation; BIGHORN HOMEOWNERS
18 ASSOCIATION, INC. dba BIGHORN
HOMEOWNERS ASSOCIATION, a
19 California Nonprofit Corporation;
BIGHORN GOLF CLUB CHARITIES, a
20 California Nonprofit Corporation;
BIGHORN PROPERTIES, LLC, a
21 California Limited Liability Company;
BIGHORN PROPERTIES, INC., a
22 California Corporation; BIGHORN GP,
INC., a California Corporation; BIGHORN
23 PENTHOUSE CONDOMINIUM OWNERS
ASSOCIATION, a California Nonprofit
24 Corporation; and DOES 1 through 25,
inclusive,

25 Defendants.

Case No. CVRI2400375

[PROPOSED] ORDER:

**(1) PRELIMINARILY APPROVING
PROPOSED CLASS AND PAGA
SETTLEMENT;**

**(2) CONDITIONALLY CERTIFYING
SETTLEMENT CLASS;**

**(3) APPOINTING CLASS
REPRESENTATIVE, CLASS COUNSEL,
AND SETTLEMENT ADMINISTRATOR;**

**(4) APPROVING CLASS NOTICE AND
RELATED MATERIALS; AND**

**(5) SETTING HEARING FOR FINAL
APPROVAL OF SETTLEMENT**

*[Assigned to the Hon. Harold W. Hopp,
Department 1]*

Complaint filed: January 22, 2024

1 **[PROPOSED] ORDER**

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

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

20 All current and former employees who worked for BIGHORN in a
21 nonexempt position in California at any time from January 22, 2020 through
22 [the date on which the Court grants preliminary approval of the Settlement]
[the date on which the number of Covered Workweeks reaches 79,200].

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

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

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

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

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

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

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

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

25 10. The Final Approval Hearing on the question of whether the Settlement should be
26 finally approved as fair, reasonable, and adequate is scheduled in Department 1 of this Court,
27 located at 4050 Main Street, Riverside, California 92501, on _____, 2026
28

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]:	_____

1 Final Approval Hearing:

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

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

8 **IT IS SO ORDERED.**

9 Dated:

10
11
12 By:

13 Hon. Harold W. Hopp
14 Judge of the Superior Court
15
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27
28

EXHIBIT F

**[PROPOSED ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND
JUDGMENT]**

1 BLACKSTONE LAW, APC
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2 Barbara DuVan-Clarke
P.J. Van Ert
3 Annabel Blanchard
8383 Wilshire Boulevard, Suite 745
4 Beverly Hills, California 90211
Telephone: (310) 622-4278
5 Facsimile: (855) 786-6356
Email: jgenish@blackstonepc.com
6 BDC@blackstonepc.com
pjvanert@blackstonepc.com
7 ablanchard@blackstonepc.com

8 Attorneys for Plaintiff Luke Leon

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF RIVERSIDE

11
12 LUKE LEON, individually and on behalf of
others similarly situated,

13 Plaintiffs,

14 vs.

15 BIGHORN GOLF CLUB dba BIGHORN
16 CLUBHOUSE, a California Nonprofit
Corporation, BIGHORN HOMEOWNERS
17 ASSOCIATION, INC. dba BIGHORN
HOMEOWNERS ASSOCIATION, a
18 California Nonprofit Corporation;
BIGHORN GOLF CLUB CHARITIES, a
19 California Nonprofit Corporation;
BIGHORN PROPERTIES, LLC, a
20 California Limited Liability Company;
BIGHORN PROPERTIES, INC., a
21 California Corporation; BIGHORN GP,
INC., a California Corporation; BIGHORN
22 PENTHOUSE CONDOMINIUM OWNERS
ASSOCIATION, a California Nonprofit
23 Corporation; and DOES 1 through 50,

24 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

1 **[PROPOSED] ORDER**

2 On [REDACTED], 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
3 dba BIGHORN CLUBHOUSE, BIGHORN HOMEOWNERS ASSOCIATION, INC. dba
4 BIGHORN HOMEOWNERS ASSOCIATION, and BIGHORN PROPERTIES, INC. (collectively
5 “BIGHORN” or “Defendants”) filed on [REDACTED] as Exhibit 3 to the Declaration of
6 Annabel Blanchard in support of Plaintiff’s Motion for Preliminary Approval of Class Action and
7 PAGA Settlement (the “Settlement”), and payments to the Labor and Workforce Development
8 Agency (“LWDA”) and the Settlement Administrator. Annabel Blanchard of Blackstone Law,
9 APC appeared for Plaintiff, and Zachary P. Hutton of Sheppard, Mullin, Richter & Hampton LLP
10 appeared for BIGHORN.
11

12 The parties have submitted their Settlement, which this Court preliminarily approved by its
13 order dated [REDACTED], [REDACTED] (“Preliminary Approval Order”). In accordance with the Preliminary
14 Approval Order, Class Members have been given notice of the terms of the Settlement and the
15 opportunity to comment on or object to it or to exclude themselves from its provisions.

16 Having received and considered the Settlement, the supporting papers filed by the parties,
17 and the evidence and argument received by the Court at the hearing before it entered the
18 Preliminary Approval Order and the final approval hearing on [REDACTED], [REDACTED], the Court grants
19 final approval of the Settlement, and HEREBY ORDERS, ADJUDICATES, AND DECREES as
20 follows:

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

23 All current and former employees who worked for BIGHORN in a
24 nonexempt position in California at any time from January 22, 2020 through
25 [the date on which the Court grants preliminary approval of the Settlement]
[the date on which the number of Covered Workweeks reaches 79,200].

26 2. The Settlement Administrator received [REDACTED] valid requests for exclusion from the
27 Class. The employee identification numbers of the individuals who timely submitted valid requests
28

1 for exclusion are listed in Exhibit [REDACTED] to the Declaration of [Settlement Administrator] filed on
2 [REDACTED], [REDACTED].

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

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

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

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

24 7. [The Court overrules the objections raised by objecting Class Members.]

25 8. The Court further finds and determines that the terms of the Settlement are fair,
26 reasonable, and adequate to the Class and to each Class Member. The Class Members who have
27 not opted out will be bound by the Settlement, except that PAGA Group Members (as defined in
28 the Settlement, those who worked for BIGHORN in a nonexempt position in California at any time

1 from January 17, 2023 through [the date on which the Court grants preliminary approval of the
2 Settlement] [the date on which the number of Covered Workweeks reaches 79,200]) will release
3 the PAGA claims released in the Settlement, and will receive a portion of the amount set aside for
4 their share of the settlement of civil penalties, regardless of whether they opt out of the Settlement.
5 The Settlement is ordered finally approved, and that all terms and provisions of the Settlement
6 should be and hereby are ordered to be consummated.

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

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

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

24 12. The Court finds that in consideration for their awarded Class Member Payment
25 portions of their Settlement Shares, as of the date the Settlement becomes Final as defined in the
26 Settlement and is fully funded as set forth in the Settlement, all Class Members (other than those
27 Class Members who timely and validly elected not to participate in the Settlement) release any and
28 all known and unknown claims against BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE;

1 BIGHORN HOMEOWNERS ASSOCIATION, INC. dba BIGHORN HOMEOWNERS
2 ASSOCIATION; BIGHORN PROPERTIES, INC.; BIGHORN GOLF CLUB CHARITIES;
3 BIGHORN PROPERTIES, LLC; BIGHORN GP, INC.; and BIGHORN PENTHOUSE
4 CONDOMINIUM OWNERS ASSOCIATION (collectively, the “Released Parties”) that are
5 asserted in the Complaint or First Amended Complaint (“FAC”) in this Action or arise out of or
6 reasonably relate to the facts alleged in the Complaint or FAC that, from January 22, 2020 through
7 [the date on which the Court grants preliminary approval of the Settlement] [the date on which the
8 number of Covered Workweeks reaches 79,200] (the “Class Period”), BIGHORN GOLF CLUB
9 dba BIGHORN CLUBHOUSE; BIGHORN HOMEOWNERS ASSOCIATION, INC. dba
10 BIGHORN HOMEOWNERS ASSOCIATION (collectively, “BIGHORN” or “Defendants”)
11 failed to pay all wages due at the correct rates of pay, including minimum wages, straight-time
12 wages, overtime wages, and paid sick leave, including by failing to record all hours worked and
13 failing to include all required compensation for purposes of calculating the regular rate of pay;
14 provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay;
15 maintain accurate records; furnish accurate itemized wage statements; reimburse necessary
16 business expenses; timely pay all wages due during employment; and timely pay all wages due
17 upon separation of employment (the “Released Class Claims”). The Released Class Claims include
18 but are not limited to claims arising under California Labor Code sections 201-204, 210, 218.5,
19 226, 226.2, 226.3, 226.7, 246. 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,
20 2800, and 2802, California Business and Professions Code section 17200 et seq., and the Industrial
21 Welfare Commission Wage Order. The Released Class Claims include claims for wages, statutory
22 penalties, civil penalties, or other relief under the California Labor Code, including the Labor Code
23 Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code § 2698 et seq., any other related
24 federal, state or municipal law, relief from unfair competition under California Business and
25 Professions Code section 17200 et seq., attorneys’ fees and costs, and interest.

26 13. The Court finds that in consideration for their awarded portions of the PAGA Civil
27 Penalties, as of the date the Settlement becomes Final as defined in the Settlement and is fully
28 funded as set forth in the Settlement, Plaintiff and the State of California with respect to all PAGA

1 Group Members release any and all claims under PAGA for civil penalties against BIGHORN and
2 the other Released Parties that are described in the notice(s) submitted by Plaintiff to the LWDA
3 pursuant to PAGA that, from January 17, 2023 through [the date on which the Court grants
4 preliminary approval of the Settlement] [the date on which the number of Covered Workweeks
5 reaches 79,200] (the “PAGA Period”), BIGHORN failed to pay all wages due at the correct rates
6 of pay, including minimum wages, straight-time wages, overtime wages, and paid sick leave,
7 including by failing to record all hours worked and failing to include all required compensation for
8 purposes of calculating the regular rate of pay; provide meal and rest periods; pay meal and rest
9 period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized
10 wage statements; reimburse necessary business expenses; timely pay all wages due during
11 employment; and timely pay all wages due upon separation of employment (the “Released PAGA
12 Claims”). The Released PAGA Claims include but are not limited to claims arising under
13 California Labor Code sections 201-204, 210, 218.5, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558,
14 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 et seq., 2800, and 2802, the Industrial Welfare
15 Commission Wage Order, and any resulting claim for attorneys’ fees and costs. All PAGA Group
16 Members will be subject to claim preclusion with respect to the Released PAGA Claims and receive
17 a PAGA Settlement Share, regardless of whether they elect not to participate in the Class
18 Settlement.

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

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

27 16. The Court finds and determines that the resolution of the Released PAGA Claims
28 and the PAGA Penalties Payment, which includes the payment to the LWDA of \$45,000 and the

1 payment to PAGA Group Members of \$15,000 as their respective shares of the settlement of civil
2 penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to
3 and orders that the payment of the PAGA Civil Penalties be paid out of the Total Settlement
4 Amount in accordance with the Settlement.

5 17. The Court finds and determines that the fees and expenses of Apex Class Action
6 Administrators in administering the settlement, in the amount of \$[REDACTED], are fair and reasonable.
7 The Court hereby grants final approval to and orders that the payment of approximately that amount
8 be paid out of the Total Settlement Amount in accordance with the Settlement.

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

13 19. Pursuant to the authorities and argument presented to the Court, the Court approves
14 the payment of attorneys' fees to Class Counsel in the sum of \$[35% of the Total Settlement
15 Amount], plus costs and expenses in the amount of \$[up to \$40,000]. This shall be paid from the
16 Total Settlement Amount.

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

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

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

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

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Dated:

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

EXHIBIT 2

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

9 Attorneys for Plaintiff Luke Leon

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF RIVERSIDE

13 LUKE LEON, individually and on behalf of
14 others similarly situated,

15 Plaintiffs,

16 vs.

17 BIGHORN GOLF CLUB dba BIGHORN
CLUBHOUSE, a California Nonprofit
18 Corporation; BIGHORN HOMEOWNERS
ASSOCIATION, INC. dba BIGHORN
19 HOMEOWNERS ASSOCIATION, a
California Nonprofit Corporation;
20 BIGHORN GOLF CLUB CHARITIES, a
California Nonprofit Corporation;
21 BIGHORN PROPERTIES, LLC, a
California Limited Liability Company;
22 BIGHORN PROPERTIES, INC., a
California Corporation; BIGHORN GP,
23 INC., a California Corporation; BIGHORN
PENTHOUSE CONDOMINIUM OWNERS
24 ASSOCIATION, a California Nonprofit
Corporation; and DOES 1 through 25,
25 inclusive,

26 Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

APR 09 2026

D. Board

QB

Case No. CVRI2400375

~~REVISED PROPOSED~~ ORDER:

(1) PRELIMINARILY APPROVING
PROPOSED CLASS AND PAGA
SETTLEMENT;

(2) CONDITIONALLY CERTIFYING
SETTLEMENT CLASS;

(3) APPOINTING CLASS
REPRESENTATIVE, CLASS COUNSEL,
AND SETTLEMENT ADMINISTRATOR;

(4) APPROVING CLASS NOTICE AND
RELATED MATERIALS; AND

(5) SETTING HEARING FOR FINAL
APPROVAL OF SETTLEMENT

[Assigned to the Hon. Harold W. Hopp,
Department 1]

Complaint filed: January 22, 2024

FAC filed: January 6, 2026

APR 10 2026 R

1 **[REVISED PROPOSED] ORDER**

2 The motion of plaintiff Luke Leon ("Plaintiff") for Preliminary Approval of Class Action
3 Settlement (the "Motion") came on regularly for hearing before this Court on March 5, 2026 at
4 8:30 a.m. The Court, having considered the proposed Settlement Agreement (the "Settlement")
5 between Plaintiff and defendants BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE,
6 BIGHORN HOMEOWNERS ASSOCIATION, INC. dba BIGHORN HOMEOWNERS
7 ASSOCIATION, and BIGHORN PROPERTIES, INC. (collectively "BIGHORN" or
8 "Defendants"), attached as Exhibit 3 to the Declaration of Annabel Blanchard filed concurrently
9 with the Motion; having considered the Motion, Memorandum of Points and Authorities in support
10 thereof, and supporting declarations filed therewith, and any argument presented at the hearing on
11 the Motion; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

12 1. The Court GRANTS preliminary approval of the class action settlement as set forth
13 in the Settlement, including the Total Settlement Amount (\$1,188,000); Attorneys' Fees (35% of
14 the TSA or \$415,800); Attorneys' Costs (up to \$40,000); Class Representative Payment (\$10,000),
15 Settlement Administrator's Fees (up to \$12,000); and PAGA Penalties (\$60,000), to be allocated
16 75% to the LWDA and 25% to the Aggrieved Employees; and finds its terms to be within the range
17 of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final
18 Approval Hearing. For purposes of the Settlement only, the Court finds that the proposed Class is
19 ascertainable and that there is a sufficiently well-defined community of interest among the
20 members of the Class in questions of law and fact. Therefore, for settlement purposes only, the
21 Court grants conditional certification of the Class, which is defined as follows:

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

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

1 3. The Court designates Apex Class Action Administrators as the third-party
2 Settlement Administrator. The Settlement Administrator's services include: preparing, printing,
3 and mailing the Class Notice Packet and other documents for the Settlement to Class Members and
4 PAGA Group Members; receiving Class Member opt outs and/or objections to the Settlement;
5 calculating and distributing payments due under the Settlement; issuing IRS Forms 1099 and W-2,
6 and all required tax reporting, filings, withholdings, and remittances; providing necessary reports
7 and declarations; and other duties and responsibilities as requested by the Parties or ordered by the
8 Court. The Settlement Administrator shall also perform all duties and responsibilities as set forth
9 in the Parties' Settlement.

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

15 5. The Court finds that the form of notice to the Class Members regarding the pendency
16 of the action and of the Settlement, and the methods of giving notice to Class Members, constitute
17 the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice
18 to all Settlement Class members, including because they contain required disclosures such
19 estimates of recovery, court findings, location of settlement, opt-out procedures, and tax treatment.
20 The form and method of giving notice complies fully with the requirements of California Code of
21 Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United
22 States Constitutions, and other applicable law.

23 6. The Court further approves the procedures for Class Members to opt out of or object
24 to the Settlement (but not the PAGA Settlement), as set forth in the Class Notice. Any Request for
25 Exclusion Form ("opt-out") or Objection to Settlement Form shall be submitted to the Settlement
26 Administrator rather than filed with the Court.

27 7. The procedures and requirements for filing objections in connection with the Final
28 Approval Hearing are intended to ensure the efficient administration of justice and the orderly

1 presentation of any Class Member's objection to the Settlement, in accordance with the due process
2 rights of all Settlement Class members.

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

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

8 10. The Final Approval Hearing on the question of whether the Settlement should be
9 finally approved as fair, adequate, and reasonable is scheduled in Department 1 of this Court,
10 located at 4050 Main Street, Riverside, California 92501, on July 30, 2026, 2026 at 8:30 a.m.
11 Should this hearing date be continued, the Settlement Administrator is to give notice to any
12 objecting party of the continuance of the hearing.

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

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

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

28 14. An implementation schedule for the Settlement is below:

Event	Date
BIGHORN to provide Class Member Information to Settlement Administrator no later than [30 days after preliminary approval]:	April 4, 2026
Settlement Administrator to mail Class Notice Packets to Class Members no later than [15 days after receiving Class Member Information]:	April 19, 2026
Deadline for Class Members to object to the Settlement, opt out of the Settlement, or submit disputes to the Settlement Administrator regarding information shown on Notices of Estimated Settlement Share [45 days after mailing of Class Notice Packets]:	June 18, 2026
Deadline for Parties to file Motion for Final Approval of Class Action Settlement [16 court days before Final Approval Hearing]:	July 8, 2026
Final Approval Hearing:	July 30, 2026

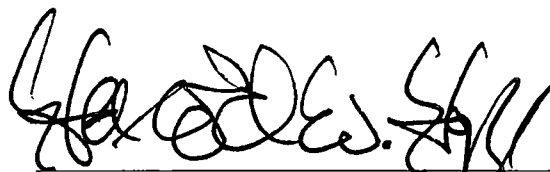
15. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

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

IT IS SO ORDERED.

Dated: 4/8/26

By:



Hon. Harold W. Hopp
Judge of the Superior Court

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EXHIBIT A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
AND FINAL APPROVAL HEARING**

To: All current and former employees who worked for BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE, BIGHORN HOMEOWNERS ASSOCIATION, INC. dba BIGHORN HOMEOWNERS ASSOCIATION, and BIGHORN PROPERTIES, INC. (collectively, "BIGHORN" or "Defendants") in a nonexempt position in California at any time from January 22, 2020 through [the date on which the Court grants preliminary approval of the Settlement] [the date on which the number of Covered Workweeks reaches 79,200].

PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHTS TO MONEY YOU MAY BE OWED IN CONNECTION WITH YOUR EMPLOYMENT BY BIGHORN. IF YOU WISH TO RECEIVE A SHARE OF THE SETTLEMENT PROCEEDS, READ THE ENCLOSED NOTICE OF ESTIMATED SETTLEMENT SHARE AND CONFIRM THAT YOUR IDENTIFYING INFORMATION AND THE INFORMATION ABOUT YOUR EMPLOYMENT WITH BIGHORN IS CORRECT. IF THE INFORMATION IS NOT CORRECT, RETURN IT TO THE SETTLEMENT ADMINISTRATOR FOLLOWING THE INSTRUCTIONS IN THIS NOTICE.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Do Nothing and Receive a Payment	To receive a payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is set forth in the Notice of Estimated Settlement Share enclosed with this Class Notice. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims as detailed in Section 7 below. If your address has changed, you must notify the Settlement Administrator as explained in the Notice of Estimated Settlement Share.
Exclude Yourself	To exclude yourself, you must send a Request for Exclusion Form to the Settlement Administrator following the instructions in this notice. If you request exclusion, you will not receive a Class Member Payment and you will not release the Class Members' Released Claims. However, if you are a PAGA Group Member, you will still receive a PAGA Settlement Share and be bound by the release of the Released PAGA Claims. More information and instructions are provided in Section 5 below.
Object	Send an Objection to Settlement Form to the Settlement Administrator or appear at the Final Approval Hearing to make an oral objection. Instructions are provided in Section 8 below.

PURSUANT TO THE ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF RIVERSIDE (THE "COURT") ENTERED ON [DATE OF PRELIMINARY APPROVAL], YOU ARE HEREBY NOTIFIED AS FOLLOWS:

1. WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the "Settlement") has been reached between plaintiff Luke Leon ("Plaintiff") and BIGHORN in the class action pending in the Court (the "Class Action").

1 The Court has preliminarily approved the Settlement and conditionally certified the Class for
2 purposes of the Settlement only. The Court has determined only that there is sufficient evidence to
3 suggest that the Settlement is fair, adequate, and reasonable. A final determination will be made at
4 the final approval hearing on July 30, 2026, at 8:30 a.m., in Department 1 of the Superior
5 Court of California, County of Riverside, 4050 Main Street, Riverside, California 92501. You have
6 received this notice because BIGHORN's records indicate that you are a member of the Class. This
7 notice is designed to inform you of the terms of the Settlement and how you can object to the
8 Settlement, opt out of the Settlement, or provide corrected information to the Settlement
9 Administrator. Unless you opt out of the Settlement, the Settlement if finally approved by the Court
10 will be binding upon you.

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

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

15 In this Action, Plaintiff alleges that BIGHORN failed to pay all wages due at the correct rates of
16 pay, including minimum wages, straight-time wage, overtime wages, and paid sick leave, including
17 by failing to record all hours worked and failing to include all required compensation for purposes
18 of calculating the regular rate of pay; provide meal and rest periods; pay meal and rest period
19 premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage
20 statements; reimburse necessary business expenses; timely pay all wages due during employment;
21 and timely pay all wages due upon termination.

22 BIGHORN denies that it has engaged in any unlawful activity, has failed to comply with the law in
23 any respect, or has any liability to anyone under the claims.

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

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

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

SUMMARY OF THE SETTLEMENT

3. WHAT IS THIS LAWSUIT ABOUT?

The "**Class Period**" means the period of time from January 22, 2020 through [the date on which the
Court grants preliminary approval of the Settlement] [the date on which the number of Covered

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

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

5 The “**PAGA Period**” means the period of time from January 17, 2023 through [the date on which
6 the Court grants preliminary approval of the Settlement] [the date on which the number of Covered
7 Workweeks reaches 79,200]. All current and former employees who worked for BIGHORN in a
8 nonexempt position in California at any time during the PAGA Period are also “**PAGA Group
9 Members.**”

10 **4. WHAT WILL I RECEIVE FROM THE SETTLEMENT?**

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

13 b. The “Net Settlement Amount” is the amount from the Total Settlement Amount that is
14 available for distribution as Settlement Shares to Class Members after deductions for
15 payment to the California Labor and Workforce Development Agency (the “LWDA”) for
16 its share of the settlement of claims for civil penalties pursuant to the Labor Code Private
17 Attorneys General Act of 2004 (“PAGA”); the Class Representative Payment; the Class
18 Counsel Fees and Expenses Payment; the Settlement Administrator’s reasonable fees and
19 expenses; and the employer payroll taxes calculated on the portion of Settlement Shares
20 designated as wages.

21 c. The Class Member Payment portion of the Settlement Share shall be paid to each Class
22 Member who does not timely opt out of the Settlement by timely submitting a valid Request
23 for Exclusion. However, as described below, all Class Members who are also PAGA Group
24 Members will receive the PAGA Settlement Share portion of their Settlement Share
25 *regardless of whether they opt out of the Settlement.*

26 d. The Settlement Share for a Class Member will depend on the number of workweeks the
27 Class Member worked in a position covered by the Settlement during the Class Period, the
28 number of pay periods he or she worked in a position covered by the Settlement during the
PAGA Period (if any), and the amounts awarded by the Court for the PAGA Civil Penalties
and the payments to Plaintiff, Class Counsel, and the Settlement Administrator.

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

i. **PAGA Settlement Shares.** From the Total Settlement Amount, \$15,000 has been
designated as the “PAGA Group Payment.” Each PAGA Group Member will
receive a pro rata share of the PAGA Group Payment equal to the PAGA Group
Payment times the ratio of (i) the number of pay periods worked by the PAGA Group
Member for BIGHORN in a position covered by the Settlement during the PAGA
Period (“Covered Pay Periods”) to (ii) the total number of Covered Pay Periods
worked by all such PAGA Group Members. All PAGA Group Members, including

those who opt out of the Settlement, will receive a PAGA Settlement Share. The Settlement Administrator will issue to each PAGA Group Member an IRS form 1099 with respect to their PAGA Settlement Share.

ii. **Class Member Payments.** After deducting the PAGA Group Payment from the Net Settlement Amount, each Class Member who does not opt out of the Settlement will receive a payment equal to the remainder of the Net Settlement Amount times the ratio of (i) the number of workweeks worked by the Class Member for BIGHORN in a position covered by the Settlement during the Class Period ("Covered Workweeks") to (ii) the total number of Covered Workweeks worked by all Class Members. Class Member Payments will be deemed one-third (1/3) wages and two-thirds (2/3) non-wages (penalties and interest). The Settlement Administrator will issue each Class Member an IRS form W-2 with respect to the wage portion of their Class Member Payment, and an IRS form 1099 with respect to the non-wage portion of their Class Member Payment.

f. An approximation of your Settlement Share appears on your Notice of Estimated Settlement Share accompanying this Notice. Your actual Settlement Share may be more or less once awarded. The Settlement Shares and other amounts awarded by the Court will be paid after final court approval of the Settlement, entry of the final judgment, and the exhaustion of all rights to appeal or review, or after any appeal or review has been resolved in favor of the Settlement.

g. According to BIGHORN's records:

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

ii. you worked [] 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 \$ [].

h. Class Member Payments are estimated to range from approximately \$9 to \$2,464 based on number of workweeks worked for BIGHORN in a non-exempt position in California from January 22, 2020 through [the date on which the Court grants preliminary approval of the Settlement] [the date on which the number of Covered Workweeks reaches 79,200]; PAGA Settlement Shares are estimated to range from approximately \$0.34 to \$51 based on number of pay periods worked in a non-exempt position in California from January 17, 2023 through [the date on which the Court grants preliminary approval of the Settlement] [the date on which the number of Covered Workweeks reaches 79,200].

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

2 You will be included in the Settlement and receive the Class Member Payment portion of your
3 Settlement Share (if any) unless you opt out of the Settlement by filling in and signing the "Request
4 for Exclusion Form" accompanying this Notice and mailing the completed and signed form to the
5 Settlement Administrator, **postmarked no later than [45 days after mailing of Class Notice]** (or,
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]**).

6 If you request to be excluded from the Settlement by the deadline, you will be excluded from the
7 Settlement and will not receive the Class Member Payment portion of your Settlement Share, and
8 you will retain the right you may have, if any, to pursue a claim against BIGHORN. However, all
9 **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.** You may not opt out of the PAGA portion of the settlement.

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

12 The Court has appointed Apex Class Action to act as an independent Settlement Administrator and
13 to resolve any disputes concerning the calculation of Class Members' Settlement Shares and their
entitlement to Settlement Shares.

14 If you dispute the accuracy of any of the information used to calculate your Covered Workweeks or
15 Covered Pay Periods shown on your enclosed Notice of Estimated Settlement Share, you must ask
16 the Settlement Administrator to resolve the matter. In order to do so, you must return your Notice
17 of Estimated Settlement Share to the Settlement Administrator with the information that you contend
18 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.

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

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

1 of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse
2 necessary business expenses; timely pay all wages due during employment; and timely pay
3 all wages due upon separation of employment (the "Released Class Claims"). The Released
4 Class Claims include but are not limited to claims arising under California Labor Code
5 sections 201-204, 210, 218.5, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5,
6 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, California Business and Professions
7 Code section 17200 *et seq.*, and the Industrial Welfare Commission Wage Order. The
8 Released Class Claims include claims for wages, statutory penalties, civil penalties, or other
9 relief under the California Labor Code, including the Labor Code Private Attorneys General
10 Act of 2004 ("PAGA"), Cal. Lab. Code § 2698 *et seq.*, any other related federal, state or
11 municipal law, relief from unfair competition under California Business and Professions
12 Code section 17200 *et seq.*, attorneys' fees and costs, and interest.

13
14 b. **PAGA Group Members.** In consideration for their awarded portions of the PAGA Civil
15 Penalties, as of the date the Settlement becomes Final as defined in the Settlement and is
16 fully funded as set forth in the Settlement, Plaintiff and the State of California with respect
17 to all PAGA Group Members release any and all claims under PAGA for civil penalties
18 against BIGHORN and the other Released Parties that are described in the notice(s)
19 submitted by Plaintiff to the California Labor and Workforce Development Agency
20 ("LWDA") pursuant to PAGA that, during the PAGA Period, BIGHORN failed to pay all
wages due at the correct rates of pay, including minimum wages, straight-time wages,
overtime wages, and paid sick leave, including by failing to record all hours worked and
failing to include all required compensation for purposes of calculating the regular rate of
pay; provide meal and rest periods; pay meal and rest period premiums at the regular rate of
pay; maintain accurate records; furnish accurate itemized wage statements; reimburse
necessary business expenses; timely pay all wages due during employment; and timely pay
all wages due upon separation of employment (the "Released PAGA Claims"). The
Released PAGA Claims include but are not limited to claims arising under California Labor
Code sections 201-204, 210, 218.5, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174,
1174.5, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, 2800, and 2802, the Industrial Welfare
Commission Wage Order, and any resulting claim for attorneys' fees and costs. All PAGA
Group Members will be subject to claim preclusion with respect to the Released PAGA
Claims and receive a PAGA Settlement Share, regardless of whether they elect not to
participate in the Class Settlement.

21 c. **Class Representative Payment.** Plaintiff will seek approval from the Court for a payment
22 of \$10,000 in consideration of initiating and pursuing the Class Action and undertaking the
23 risk of liability for attorneys' fees and expenses in the event he was unsuccessful in the
prosecution of the Class Action. This payment, which will be paid in addition to Plaintiff's
Settlement Share, will be made out of the Total Settlement Amount.

24 d. **Class Counsel Fees and Expenses Payment.** Class Counsel will request that the Court
25 award them 35% of the Total Settlement Amount (\$415,800) for attorneys' fees, and an
26 amount not to exceed \$40,000 for their expenses incurred in connection with their work in
27 this case. BIGHORN does not oppose these payments. These amounts constitute full and
28 complete compensation for all legal fees, costs, and expenses of all Class Counsel, including
costs and expenses resulting from experts and other vendors retained by Class Counsel in
connection with the litigation and all work done through the completion of the litigation,
whatever date that may be. Class Members will not be required to pay Class Counsel for

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

4 e. **Payment to the LWDA.** Because PAGA Group Members are also releasing their claims
5 for civil penalties under PAGA, the parties have agreed that the LWDA, which is entitled to
6 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.

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

9 g. **Plaintiff and Class Counsel's Support of the Settlement.** Plaintiff as Class Representative
10 and Class Counsel support the Settlement. Their reasons include the risk of a trial on the
11 merits, the inherent delays and uncertainties associated with litigation, and the possibility
12 that the Class is not entitled to any recovery. Based on their experience litigating similar
13 cases, Class Counsel believe that further proceedings in this case, including a trial and
14 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.

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

16 a. **Participating in the Settlement.** Plaintiff as Class Representative and Class Counsel
17 represent your interests as a Class Member. Unless you opt out of the Settlement, you are a
18 part of the Class, you will be bound by the terms of the Settlement and any final judgment
19 that may be entered by the Court, and you will be deemed to have released the claims against
20 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.

21 b. **Notice of Estimated Settlement Share.** The enclosed Notice of Estimated Settlement Share
22 provides the information based on which your Settlement Share will be calculated and an
23 estimate of your Settlement Share if all Class Members participate and all payment amounts
24 are awarded; your actual Settlement Share may be more or less. If the information in the
25 Notice of Estimated Settlement Share (including your mailing address) is correct, you do not
26 need to return the form. Any correction to the Notice of Estimated Settlement Share must
27 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
28 Settlement Administrator informed of any changes to your mailing address until your
Settlement Share is received, should final approval of the Settlement be granted. Failing to
provide the Settlement Administrator with any change of your mailing address may prevent
you from receiving your Settlement Share.

1 c. **Excluding yourself from the Settlement.** If you do not wish to participate in the
2 Settlement, you must completely fill out and sign the "Request for Exclusion Form"
3 accompanying this Notice and mail it to the Settlement Administrator, **postmarked no later**
4 **than [45 days after mailing of Class Notice]** (or, if your Class Notice was returned to the
5 Settlement Administrator as undeliverable and re-mailed, postmarked no later than **[60 days**
6 **after mailing of Class Notice]**). Any person who timely and properly requests to be excluded
7 from the Settlement will not be a Participating Class Member, will not be eligible to receive
8 the Class Member Payment portion of his or her Settlement Share, and will not be included
9 in calculating the Class Member Payment portion of the Settlement Share of any other Class
10 Member. Any such person will retain the right, if any, to pursue at his or her own expense
11 a claim against BIGHORN, except that all PAGA Group Members (defined above) will
12 release the Released PAGA Claims described above and will receive the PAGA Settlement
13 Share portion of their Settlement Share regardless of whether they request to be excluded
14 from the Settlement. An incomplete, unsigned or untimely Request for Exclusion will be
15 deemed invalid.

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

19 d. **Objecting to the Settlement.** If you do not submit a Request for Exclusion Form, you may
20 object to the terms of the Settlement before final approval.

21 If you wish to submit a written objection to the Settlement, you must completely fill out and
22 sign the "Objection to Settlement Form" accompanying this Notice, attach any and all
23 papers, briefs, written evidence, declarations, and/or other evidence supporting your
24 objection, and mail it to the Settlement Administrator, **postmarked no later than [45 days**
25 **after mailing of Class Notice]** (or, if your Class Notice was returned to the Settlement
26 Administrator as undeliverable and re-mailed, postmarked no later than **[60 days after**
27 **mailing of Class Notice]**).

28 **MAIL YOUR OBJECTION TO SETTLEMENT FORM TO:**

Leon v. BIGHORN Settlement Administrator
c/o Apex Class Action, LLC
P.O. Box 54668

Irvine, CA 92619

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

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

1 **9. THE LAWYERS FOR THE PARTIES**

2 **CLASS COUNSEL**

3 BLACKSTONE LAW, APC

4 Jonathan M. Genish

5 Barbara DuVan-Clarke

6 P.J. Van Ert

7 Annabel Blanchard

8 8383 Wilshire Boulevard, Suite 745

9 Beverly Hills, California 90211

10 Telephone: (310) 622-4278

11 Facsimile: (855) 786-6356

12 jgenish@blackstonepc.com

13 BDC@blackstonepc.com

14 pjvanert@blackstonepc.com

15 ablanchard@blackstonepc.com

BIGHORN'S COUNSEL

SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP

Zachary P. Hutton

Anna M. Skaggs

Four Embarcadero Center, 17th Floor

San Francisco, California 94111

FITZGERALD & MULÉ LLP

David B. Mulé

Jana B. FitzGerald

74770 Hwy. 111, Suite 205

Indian Wells, California 92211

DO NOT CALL THE COURT OR BIGHORN'S COUNSEL.

11 **10. FINAL SETTLEMENT APPROVAL HEARING**

12 The Court will hold a final approval hearing on July 30, 2026, at 8:30 a.m., in **Department 1**
13 **of the Superior Court of California, County of Riverside, 4050 Main Street, Riverside,**
14 **California 92501**, to determine whether the Settlement should be finally approved as fair,
15 reasonable, and adequate. The Court will also be asked to approve the requests for the Class
16 Representative Payment and the Class Counsel Fees and Expenses Payment.

17 The hearing may be postponed without further notice to the Class. **You do not need to appear at**
18 **this hearing.** However, if you choose to object to the Settlement, you may appear at the hearing
19 and be heard as described in Section 8 above.

18 **11. GETTING MORE INFORMATION**

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

24 The pleadings and other records in this litigation, including the Settlement Agreement, may be
25 examined at **the Office of the Clerk, County of Riverside, 4050 Main Street, Riverside,**
26 **California 92501**, during the Clerk's normal business hours; or you may contact Class Counsel or
27 the Settlement Administrator. Reference the *Leon v. BIGHORN* Wage and Hour Settlement.

28 You may also look up case-related documents using the court's online public portal at
<https://epublic-access.riverside.courts.ca.gov/public-portal/> and searching the case number
CVRI2400375

PLEASE DO NOT CALL THE COURT OR BIGHORN'S COUNSEL FOR
INFORMATION REGARDING THIS SETTLEMENT. YOU MAY, HOWEVER, CALL

1 **CLASS COUNSEL (TELEPHONE NUMBER LISTED ABOVE) OR THE SETTLEMENT**
2 **ADMINISTRATOR AT 1-800-355-0700**
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EXHIBIT B

1 **NOTICE OF ESTIMATED SETTLEMENT SHARE**

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

4 Please complete, sign, date and return this Form to Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619 **ONLY**
5 **IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section
6 (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

7 **(I) Please type or print your name:**

8 _____
9 (First, Middle, Last)

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

11 _____
12 Former Names (if any)

13 _____
14 New Street Address

15 _____
16 City

17 _____
18 State

19 _____
20 Zip Code

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

22 According to BIGHORN's records:

23 (a) you worked _____ workweeks for BIGHORN in a non-exempt position in California from January 22,
24 2020 through [the date on which the Court grants preliminary approval of the Settlement] [the date
25 on which the number of Covered Workweeks reaches 79,200]; and

26 (b) you worked _____ pay periods for BIGHORN in a non-exempt position in California from January 17,
27 2023 through [the date on which the Court grants preliminary approval of the Settlement] [the date
28 on which the number of Covered Workweeks reaches 79,200].

Based on the above, your Class Member Payment is estimated at \$_____ and your PAGA Settlement Share (your share
of penalties under the Labor Code Private Attorneys General Act ("PAGA")) is estimated at \$_____. Class Member
Payments are estimated to range from approximately \$9 to \$2,464 based on number of workweeks worked for
BIGHORN in a non-exempt position in California from January 22, 2020 through [the date on which the Court grants
preliminary approval of the Settlement] [the date on which the number of Covered Workweeks reaches 79,200]; PAGA
Settlement Shares are estimated to range from approximately \$0.34 to \$51 based on number of pay periods worked in
a non-exempt position in California from January 17, 2023 through [the date on which the Court grants preliminary
approval of the Settlement] [the date on which the number of Covered Workweeks reaches 79,200].

29 **(IV) If you disagree with items (a) and/or (b) in Section (III) above, please explain why you disagree in the
30 space provided below and include copies of any supporting evidence or documentation with this form:**

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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

1 about whether BIGHORN's information or your information is accurate, and the dispute cannot be resolved informally,
2 the dispute will be resolved by the Parties and the Settlement Administrator.
3
4 **Date: _____ Signature: _____**
5
6 **ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO**
7 **LATER THAN <<45 DAYS AFTER MAILING OF CLASS NOTICE>>.**
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EXHIBIT C

1 **OBJECTION TO SETTLEMENT FORM**

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

4 Please complete, sign, date and return this Form to the Parties' independent Settlement Administrator: Apex Class
5 Action, LLC, P.O. Box 54668, Irvine, CA 92619 **ONLY IF** you wish to object to the Class Settlement. You must state
all of your objections, including the factual and legal bases for your objection(s), and you must attach copies of any and
all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting your objection(s).

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

7 Full name: _____

8 Address: _____
Street Address

9 _____
10 City State Zip Code

11 Telephone number: _____

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

13 Name: _____

14 Law firm: _____

15 Address: _____
Street Address

16 _____
17 City State Zip Code

18 Telephone number: _____

19 Email address: _____

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

21 I wish to object to the Class Settlement on the following grounds: _____

22 _____
23 _____
24 _____
25 _____

26 **Date:** _____ **Signature:** _____

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

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EXHIBIT D

1 **REQUEST FOR EXCLUSION FORM**

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

4 Please complete, sign, date and return this Form to the Parties' independent Settlement Administrator: Apex Class
5 Action, LLC, P.O. Box 54668, Irvine, CA 92619, **ONLY IF** you wish to be excluded from the Class Settlement.
6 Exclusion from the Class Settlement will not result in exclusion from the PAGA Settlement. YOU MAY NOT OPT
7 OUT OF THE PAGA SETTLEMENT.

8 **(I) Please type or print your name, contact information, and the last four digits of your Social Security
9 number.**

10 Full name: _____

11 Address: _____

12 Street Address

13 City State Zip Code

14 Telephone number: _____

15 Last 4 digits of SSN: _____

16 **(II) Date and sign below only if you agree with the following statement.**

17 I WISH TO BE EXCLUDED FROM THE CLASS MEMBER SETTLEMENT IN THE *LEON V. BIGHORN*
18 *GOLF CLUB* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE
19 SETTLEMENT CLASS, I WILL NOT RECEIVE THE CLASS MEMBER PAYMENT PORTION OF MY
20 SETTLEMENT SHARE. I UNDERSTAND THAT I MAY NOT OPT OUT OF THE PAGA SETTLEMENT.

21 **Date:** _____ **Signature:** _____

22 **THIS FORM MUST BE POSTMARKED NO LATER THAN <<45 DAYS AFTER MAILING OF CLASS**
23 **NOTICE>>** (of, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-
24 mailed, postmarked no later than **[60 days after mailing of Class Notice]**).
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EXHIBIT 3

- *Miguel Avila v. Weber Metals, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04071, approved as counsel in final settlement of wage and hour class action.
- *Juan Campos-Ledezma, et al. v. Institute for Environmental Health, Inc.*, Stanislaus County Superior Court, Case No. CV-23-006693, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jeanne Boudreau v. Intelliswift Software, Inc.*, San Francisco County Superior Court, Case No. CGC-23-611128, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Munguia v. Moog Inc.*, Los Angeles County Superior Court, Case No. 24STCV11688, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Francisco Javier Sanchez, Jr. v. Jim Crawford Construction Company, Inc.*, Fresno County Superior Court, Case No. 24CECG01421, approved as counsel in final settlement of wage and hour class action.
- *Jose Ramirez v. A.J. Kirkwood & Associates, Inc.*, San Diego County Superior Court, Case No. 24CU012580C, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kirstie Deveaux, et al. v. Motorola Solutions, Inc.*, Santa Clara County Superior Court, Case No. 23CV427798, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Geri Gates, et al. v. SD & A Teleservices, Inc.*, Los Angeles County Superior Court, Case No. 23STCV29390, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Bryan Zuniga v. Inova Diagnostics, Inc., et al.*, San Diego County Superior Court, Case No. 37-2023-00055201-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Contra Costa County Superior Court, Case No. C23-02732, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Amira Fakira, et al. v. CSL Plasma, Inc.*, Alameda County Superior Court, Case No. 23CV057131, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Vadim Savin, et al. v. Fleetlogix Inc.*, San Diego County Superior Court, Case No. 37-2023-00051984-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Grace Weissmuller, et al. v. Astrix Technology, LLC*, Los Angeles County Superior Court, Case No. 21STCV45436, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Gabriel Perez, et al. v. Kimberlite Corporation, et al.*, Alameda County Superior Court, Case No. 24CV073959, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Marquez v. The Nielsen Company (US), LLC*, Los Angeles County Superior Court, Case No. 23STCV06394, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sergio Valdez v. Ampere Computing, LLC, et al.*, Santa Clara County Superior Court, Case No. 24CV438808, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Mendoza v. Mingei International, Inc.*, San Diego County Superior Court, Case No. 37-2024-00015385-CU-OE-CTL, approved as counsel in final settlement of wage and hour class action.
- *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court, Case No. 23CV053505, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court, Case No. CGC-24-611385, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Joshua Gilmore v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 24STCV11281, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tony Jones v. Saddle Creek Corporation dba Saddle Creek Logistics Services*, Orange County Superior Court Case No. 30-2024-01379065-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court, Case No. 24STCV02628, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative

wage and hour action pursuant to PAGA.

- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and

PAGA action.

- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittini Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *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 4

List of Expenses Items - 8/7/2026

Date	Type of Expense	Title	Amount
12/19/2023	Other	Wizzy - Case Investigation cost	\$ 214.40
1/10/2024	Mailing	Luke Leon Records Request -Bighorn Homeowners Association	\$ 8.53
1/10/2024	Mailing	Luke Leon Records Request - Bighorn Golf Club	\$ 8.53
1/10/2024	Mailing	Welcome Pakage to Luke Leon	\$ 1.59
1/17/2024	Mailing	Luke Leon Records Request - BigHouse Condominium Owners Association(Agent)	\$ 8.53
1/17/2024	Mailing	PAGA Letter- BigHorn Homeowners Association Inc.	\$ 8.53
1/17/2024	Mailing	PAGA Letter - BigHorn Propertes LLC(Agent)	\$ 8.53
1/17/2024	Mailing	PAGA Letter- BigHorn Homeowners Association Inc.(Agent)	\$ 8.53
1/17/2024	Mailing	PAGA Letter- BigHorn Propertes Inc(Agent)	\$ 8.53
1/17/2024	Mailing	PAGA Letter - BigHorn GP Inc.	\$ 8.53
1/17/2024	Mailing	PAGA Letter - BigHorn Golf Club DBA Big Horn Club House	\$ 8.53
1/17/2024	Mailing	PAGA Letter - BigHorn Golf Club Charties(Agent)	\$ 8.53
1/24/2024	Mailing	Amended PAGA Letter - Big Horn Golf Clun DBA BigHorn Clubhouse(Agent)	\$ 8.69
1/24/2024	Mailing	Amended PAGA Letter - Big Horn Golf Bighorn Golf Charities(Agent)	\$ 8.69
1/24/2024	Mailing	Amended PAGA Letter - Big Horn Properties LLC(Agent)	\$ 8.69
1/24/2024	Mailing	Amended PAGA Letter - Big Horn Big Horn Properties Inc(Agent)	\$ 8.69
1/24/2024	Mailing	Amended PAGA Letter - Big Horn Homeowners Association Inc.	\$ 8.69
1/24/2024	Mailing	Amended PAGA Letter - BigHouse Condominum Owners Association(Agent)	\$ 8.69
1/24/2024	Mailing	Amended PAGA Letter - Big Horn Homeowners Association Inc.(Agent)	\$ 8.69
1/24/2024	Mailing	Amended PAGA Letter - Big Horn GP, Inc.	\$ 8.69
1/24/2024	Mailing	Amended PAGA Letter - Big Horn Golf Club DBA BigHorn Clubhouse(Agent)	\$ 8.69
1/25/2024	Filing	Steno - Summons & Complaint Packet	\$ 2,017.45
4/3/2024	Filing	Steno - Summons & Complaint Packet (PAGA)	\$ 707.45
5/1/2024	Filing	Steno - Amended Complaint (PAGA)	\$ 59.95
5/17/2024	Filing	Steno - Initial Case Management Statement	\$ 59.95
5/21/2024	Service	Steno - SOP Bighorn GP, Inc.	\$ 215.95
5/21/2024	Service	Steno - SOP Bighorn Properties, Inc.	\$ 240.95
5/21/2024	Service	Steno - SOP Bighorn Golf Club Charities	\$ 240.95
5/21/2024	Service	Steno - SOP Bighorn Homeowners Association, Inc	\$ 240.95
5/21/2024	Service	Steno - SOP Bighorn Penthouse Condominium Owners Association	\$ 240.95
5/21/2024	Service	Steno - SOP Bighorn Golf Club	\$ 215.95
6/7/2024	Filing	Steno - Request for Dismissal & Supporting Docs.	\$ 59.95
6/12/2024	Service	Steno - SOP Bighorn Golf Club (PAGA)	\$ 316.95
6/13/2024	Service	Steno - SOP Bighorn Golf Club Charities (PAGA)	\$ 316.95
6/13/2024	Service	Steno - SOP Bighorn Properties, Inc. (PAGA)	\$ 291.95
6/13/2024	Service	Steno - SOP Bighorn Properties, LLC (PAGA)	\$ 299.95
6/13/2024	Service	Steno - SOP Bighorn Homeowners Association, Inc. (PAGA)	\$ 305.95
6/13/2024	Service	Steno - SOP Bighorn GP, Inc. (PAGA)	\$ 316.95
6/13/2024	Service	Steno - SOP Bighorn Penthouse Condominium Owners Association (PAGA)	\$ 316.95
6/18/2024	Service	Steno - SOP Bighorn Properties, LLC	\$ 291.95
6/24/2024	Filing	Steno - Joint Status Report	\$ 59.95
6/26/2024	Filing	Steno - Request for Dismissal & Supproting Docs. (PAGA)	\$ 59.95
7/2/2024	Filing	Steno - Request for Dismissal & Supporting Docs. (PAGA)	\$ 59.95
7/3/2024	Filing	Steno - Proof of Service	\$ 59.95
7/10/2024	Filing	Steno - Notice of Remote Appearance	\$ 59.95
7/25/2024	Filing	Steno - Notice of Remote Appearance ; Joint Status Report	\$ 59.95
9/3/2024	Filing	Steno - Notice of Posting Jury Fees	\$ 262.45
9/18/2024	Filing	Steno - Case Management Statement (PAGA)	\$ 99.95
12/19/2024	Mediation	Payment to Signature Resolution, LLC	\$ 12,495.00
3/7/2025	Consulting	Payment to Berger Consulting Group	\$ 13,680.00
10/23/2025	Filing	Steno - Joint Stipulation, POS	\$ 86.95
11/4/2025	Filing	Steno - Joint Stipulation, POS (PAGA)	\$ 126.95
11/4/2025	Filing	Steno - Joint Stipulation, POS	\$ 86.95
12/23/2025	Filing	Steno - Stipulation & Order	\$ 59.95
12/29/2025	Filing	Steno - Joint Stipulation to Amend Complaint, Proposed Order	\$ 59.95
1/2/2026	Filing	Steno - Joint Stipulation to Amend Complaint, Proposed Order	\$ 86.95
1/6/2026	Filing	Steno - Notice of Remote Appearance; Joint Case Management Conference Statement	\$ 59.95
1/13/2026	Filing	Steno - Motion for Preliminary Approval and Supporting Docs.	\$ 180.95
1/28/2026	Filing	Steno - First Amended Class Action Complaint	\$ 59.95
3/2/2026	Filing	Steno - Joint Case Management Statement	\$ 99.95
3/6/2026	Filing	Steno - Revised Proposed Order, POS	\$ 99.95
3/6/2026	Filing	Steno - Declaration	\$ 99.95
5/11/2026	Filing	Steno - Notice of Entry of Judgment or Order	\$ 99.95

List of Expenses Items - 8/7/2026

7/21/2026	Filing	Steno - Request for Dismissal (PAGA)	\$	99.95
	Filing	Estimated Cost - Steno: Motion for Final Approval ("MFA") and Supporting Documents	\$	180.95
	Filing	Estimated Cost - Steno: Notice of Entry of Judgment or Order (MFA)	\$	99.95
	Filing	Estimated Cost - Steno: Administrator's Final Report	\$	59.95
	Total:			\$ 35,683.80