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9 Attorneys for Plaintiff Luke Leon, and the Class

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF RIVERSIDE**

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

15 Plaintiffs,

16 vs.

17 BIGHORN GOLF CLUB dba BIGHORN  
18 CLUBHOUSE, a California Nonprofit  
19 Corporation; BIGHORN HOMEOWNERS  
ASSOCIATION, INC. dba BIGHORN  
20 HOMEOWNERS ASSOCIATION, a  
California Nonprofit Corporation;  
21 BIGHORN PROPERTIES, INC., a  
22 California Corporation; and DOES 1 through 25,  
inclusive,

23 Defendants.  
24  
25  
26  
27  
28

CASE NO. CVRI2400375

**DECLARATION OF NORMA AYALA ON  
BEHALF OF APEX CLASS ACTION, LLC, IN  
SUPPORT OF MOTION FOR FINAL  
APPROVAL OF CLASS ACTION AND PAGA  
SETTLEMENT**

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

Complaint filed: January 22, 2024  
FAC filed: January 6, 2026

Hearing Information:  
Date: September 28, 2026  
Time: 8:30 a.m.  
Dept.: 1

1 I, Norma Ayala, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager  
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services  
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to  
5 serve as the Settlement Administrator for the above captioned *Luke Leon v. Bighorn Golf Club et al.*  
6 matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am  
7 personally acquainted with the information contained herein, and in the event of being summoned to  
8 provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a  
10 combined 150 years and has successfully managed numerous class action cases during that time. Our team  
11 comprises experienced professionals with extensive knowledge of class action settlement administration.  
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-  
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the  
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the  
16 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,  
17 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled  
18 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*  
19 *of Proposed Class Action Settlement and Final Approval Hearing*, in English and Spanish (referred to  
20 as “Class Notice”); (b) receiving and processing Requests for Exclusion; (c) resolving disputes among  
21 Settlement Class Members regarding the number of workweeks recorded by Defendants during the Class  
22 Period, as stated on their individualized Class Notice; (d) calculating individual settlement award  
23 amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required  
24 by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms;  
25 (h) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i)  
26 undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex  
27 to perform.

**CLASS DATA AND NOTICE PROCESS**

4. On March 6, 2026, Counsel for the Plaintiff provided Apex with the Court-approved content for the Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval from the Parties' Counsel prior to mailing.

5. On April 3, 2026, Counsel for the Defendants provided Apex with the Class Member Information, comprising the names, Social Security numbers, last known mailing addresses, and the total number of Covered Workweeks and Covered Pay Periods worked for 741 individuals. Apex identified that the data reflected Workweeks only through March 5, 2026, and requested confirmation that the data included all information through the Class Period end date of April 8, 2026. Defendants subsequently provided updated Class Member Information containing 744 individuals. Apex reviewed & cleansed the data for duplicates, discrepancies and any potential missing information. The Class Member Information consisted of a total of 744 individuals.

6. In preparation for the mailing process, all 744 names and addresses listed in the Class Member Information underwent verification and updating against the National Change of Address (NCOA) database maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Class Notice. The NCOA database contains records of requested address changes submitted to the USPS. If an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice. However, in cases where no updated address was found in the NCOA database, the original address provided by Counsel for Defendants was used for the mailing of the Class Notice.

7. On July 2, 2026, the Class Notice was sent to all 744 individuals listed in the Class List via U.S. First Class Mail. A true and correct copy of the Class Notice is attached as **Exhibit A**.

**UNDELIVERABLE NOTICES, REMAILED NOTICES AND SKIP TRACING**

8. As of the date of this declaration, our office has received 71 returned Class Notices as undeliverable. Apex conducted a computerized skip trace on the 71 returned Class Notices in an attempt to acquire updated addresses for the purpose of re-mailing the Class Notice. This skip trace effort resulted in obtaining 57 updated addresses, to which we promptly re-mailed the Class Notices via U.S. First Class Mail.

1 9. As of the date of this declaration, 14 Class Notices have been considered undeliverable as no  
2 updated address was found as a result of skip tracing.

3 **REQUESTS FOR EXCLUSION, OBJECTION(S) AND DISPUTE(S)**

4 10. The Response Deadline was August 17, 2026. An extended Response Deadline for Class Members  
5 who received a remailed notice was August 31, 2026.

6 11. As of the date of this declaration, Apex has received one (1) Request for Exclusion, the employee  
7 ID number of the individual who requested exclusion from the Settlement is attached hereto as **Exhibit**  
8 **B**. The deadline for submitting a request for exclusion from the Settlement was August 17, 2026.

9 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The  
10 deadline for submitting a written objection to the Settlement was August 17, 2026.

11 13. As of the date of this declaration, Apex has not received any disputes from Class Members. The  
12 deadline for submitting a dispute was August 17, 2026.

13 14. As of the date of this declaration, Apex will report 743 Participating Class Members, constituting  
14 99.87% of the Settlement Class.

15 **ALLOCATION OF GROSS SETTLEMENT AMOUNT**

16 15. The total number of workweeks worked by Participating Class Members during the Class Period  
17 is 87,601, which exceeded the escalator clause threshold and thus, the Gross Settlement Amount was  
18 increased by \$140,035.50. As a result, the Gross Settlement Amount is \$1,328,035.50.

19 16. The Net Settlement Amount available to Participating Class Members is estimated to be  
20 (\$741,223.08) and was calculated by subtracting the requested Class Counsel Fees Payment  
21 (\$464,812.43), the amount requested for Class Counsel Expenses Payment (\$40,000.00), the requested  
22 Class Representative Payment (\$10,000.00), the requested Settlement Administration Fees (\$12,000.00),  
23 and the PAGA Penalties (\$60,000.00) from the Gross Settlement Amount (\$1,328,035.50).

24 17. The *highest* Individual Settlement Payment to a Participating Class Member is currently  
25 estimated to be approximately \$2,749.94, the *average* Individual Settlement Payment is currently  
26 estimated to be approximately \$996.27, and the *lowest* Individual Settlement Payment is currently  
27 estimated to be approximately \$8.46. These amounts are subject to employee-side tax and withholdings.

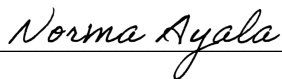
1 18. Pursuant to the Agreement, 25% of the PAGA Payment (\$15,000.00) will be allocated to  
2 Aggrieved Employees regardless of whether they opt out of the Class settlement. Aggrieved Employees  
3 cannot opt out of the PAGA settlement. There are 551 Aggrieved Employees who worked a total of  
4 49,640 Covered Pay Periods during the PAGA Period.

5 19. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately \$51.07, the  
6 *average* Individual PAGA Payment is approximately \$27.22, and the *lowest* Individual PAGA Payment  
7 is approximately \$0.30.

8 **ADMINISTRATION COSTS**

9 20. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred  
10 and anticipated expenses, amount to \$12,000.00. Apex will proceed with additional tasks related to this  
11 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,  
12 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed  
13 upon by the Parties or ordered by the Court for Apex to undertake.

14 I declare under penalty of perjury under the laws of the State of California and the United States  
15 that the foregoing is true and correct, and that this Declaration was executed this 2<sup>nd</sup> day of September  
16 2026, in Irvine, California.

17  
18   
19 Norma Ayala

# EXHIBIT A

Leon v Bighorn Golf Club et al  
c/o Apex Class Action LLC  
PO Box 54668  
Irvine, CA 92619

«Intelligent\_Mail\_barcode\_»

Apex ID: «Apex\_ID» «Tray\_PC»

«Full\_Name»

«Address\_1»

«City», «State» «Zip»

«

**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 April 8, 2026.

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

PURSUANT TO THE ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF RIVERSIDE (THE “COURT”) ENTERED ON APRIL 8, 2026, 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”).

The Court has preliminarily approved the Settlement and conditionally certified the Class for purposes of the Settlement only. The Court has determined only that there is sufficient evidence to suggest that the Settlement is fair, adequate, and reasonable. A final determination will be made at the final approval hearing on September 28, 2026, at 8:30 a.m., in Department 1 of the Superior Court of California, County of Riverside, 4050 Main Street, Riverside, California 92501. 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.

## SUMMARY OF THE SETTLEMENT

## 3. WHAT IS THIS LAWSUIT ABOUT?

The “**Class Period**” means the period of time from January 22, 2020 through April 8, 2026. 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 April 8, 2026. 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 \$1,328,035.50 as the Total Settlement Amount. The Total Settlement Amount will fund all payments to be made under the Settlement.
- b. The “Net Settlement Amount” is the amount from the Total Settlement Amount that is available for distribution as Settlement Shares to Class Members after deductions for payment to the California Labor and Workforce Development Agency (the “LWDA”) for its share of the settlement of claims for civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”); the Class Representative Payment; the Class Counsel Fees and Expenses Payment; the Settlement Administrator’s reasonable fees and expenses; and the employer payroll taxes calculated on the portion of Settlement Shares designated as wages.
- c. The Class Member Payment portion of the Settlement Share shall be paid to each Class Member who does not timely opt out of the Settlement by timely submitting a valid Request for Exclusion. However, as described below, all Class Members who are also PAGA Group Members will receive the PAGA Settlement Share portion of their Settlement Share regardless of whether they opt out of the Settlement.
- d. The Settlement Share for a Class Member will depend on the number of workweeks the Class Member worked in a position covered by the Settlement during the Class Period, the number of pay periods he or she worked in a position covered by the Settlement during the PAGA Period (if any), and the amounts awarded by the Court for the PAGA Civil Penalties and the payments to Plaintiff, Class Counsel, and the Settlement Administrator.
- e. “Settlement Share” means the portion of the Net Settlement Amount that will be allocated to each Class Member under the Settlement. The Settlement Administrator will calculate each Class Member’s Settlement Share as follows:
  - i. **PAGA Settlement Shares.** From the Total Settlement Amount, \$15,000 has been designated as the “PAGA Group Payment.” Each PAGA Group Member will receive a pro rata share of the PAGA Group Payment equal to the PAGA Group Payment times the ratio of (i) the number of pay periods worked by the PAGA Group Member for BIGHORN in a position covered by the Settlement during the PAGA Period (“Covered Pay Periods”) to (ii) the total number of Covered Pay Periods worked by all such PAGA Group Members. All PAGA Group Members, including those who opt out of the Settlement, will receive a PAGA Settlement Share. 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:
- you worked «**Work\_Weeks**» workweeks for BIGHORN in a non-exempt position in California from January 22, 2020, through April 8, 2026; and
  - you worked «**PAGA\_Pay\_Periods**» pay periods for BIGHORN in a non-exempt position in California from January 17, 2023, through April 8, 2026.

Based on the above, your Class Member Payment is estimated at \$«**Est\_Class\_PMT**» and your PAGA Settlement Share (your share of penalties under the Labor Code Private Attorneys General Act («PAGA»)) is estimated at \$«**Est\_PAGA\_PMT**».

- 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 April 8, 2026; 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 April 8, 2026.

## 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 August 17, 2026** (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than August 31, 2026).

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.** You may not opt out of the PAGA portion of the settlement.

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

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

If you dispute the accuracy of any of the information used to calculate your Covered Workweeks or Covered Pay Periods shown on your enclosed Notice of Estimated Settlement Share, you must ask the Settlement Administrator to resolve the matter. In order to do so, you must return your Notice of Estimated Settlement Share to the Settlement Administrator with the information that you contend is correct, **postmarked no later than August 17, 2026**. You should submit any documentary evidence that you have along with the form. After consulting with you, Class Counsel, and BIGHORN, the Settlement Administrator will make a determination of the number of your Covered Workweeks and Covered Pay Periods, and that determination will be final, binding on you and BIGHORN, and non-appealable.

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

- a. **Class Members.** In consideration for their awarded Class Member Payments, as of the date the Settlement becomes Final as defined in the Settlement and is fully funded as set forth in the Settlement, all Class Members (other than those Class Members who timely and validly elected not to participate in the Settlement) release any and all known and unknown claims against BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE; BIGHORN HOMEOWNERS ASSOCIATION, INC. dba BIGHORN HOMEOWNERS ASSOCIATION; BIGHORN PROPERTIES, INC.; BIGHORN GOLF CLUB CHARITIES; BIGHORN PROPERTIES, LLC; BIGHORN GP, INC.; and BIGHORN PENTHOUSE CONDOMINIUM OWNERS ASSOCIATION (collectively, the "Released Parties") that are asserted in the Complaint or First Amended Complaint ("FAC") in the Class Action or arise out of or reasonably relate to the facts alleged in the Complaint or FAC that, during the Class Period, BIGHORN failed to pay all wages due at the correct rates of pay, including minimum wages, straight-time wages, overtime wages, and paid sick leave, including by failing to record all hours worked and failing to include all required compensation for purposes of calculating the regular rate of pay; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; timely pay all wages due during employment; and timely pay all wages due upon separation of employment (the "Released Class Claims"). The Released Class Claims include but are not limited to claims arising under California Labor Code sections 201-204, 210, 218.5, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, California Business and Professions Code section 17200 *et seq.*, and the Industrial Welfare Commission Wage Order. The Released Class Claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, including the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code § 2698 *et seq.*, any other related federal, state or municipal law, relief from unfair competition under California Business and Professions Code section 17200 *et seq.*, attorneys' fees and costs, and interest.
- b. **PAGA Group Members.** In consideration for their awarded portions of the PAGA Civil Penalties, as of the date the Settlement becomes Final as defined in the Settlement and is fully funded as set forth in the Settlement, Plaintiff and the State of California with respect to all PAGA Group Members release any and all claims under PAGA for civil penalties against BIGHORN and the other Released Parties that are described in the notice(s) submitted by Plaintiff to the California Labor and Workforce Development Agency ("LWDA") pursuant to PAGA that, during the PAGA Period, BIGHORN failed to pay all wages due at the correct rates of pay,

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

- c. **Class Representative Payment.** Plaintiff will seek approval from the Court for a payment of \$10,000 in consideration of initiating and pursuing the Class Action and undertaking the risk of liability for attorneys’ fees and expenses in the event he was unsuccessful in the prosecution of the Class Action. This payment, which will be paid in addition to Plaintiff’s Settlement Share, will be made out of the Total Settlement Amount.
- d. **Class Counsel Fees and Expenses Payment.** Class Counsel will request that the Court award them 35% of the Total Settlement Amount (\$464,812.43) for attorneys’ fees, and an amount not to exceed \$40,000 for their expenses incurred in connection with their work in this case. BIGHORN does not oppose these payments. These amounts constitute full and complete compensation for all legal fees, costs, and expenses of all Class Counsel, including costs and expenses resulting from experts and other vendors retained by Class Counsel in connection with the litigation and all work done through the completion of the litigation, whatever date that may be. Class Members will not be required to pay Class Counsel for any other attorneys’ fees, costs or expenses out of their own pockets if the Settlement and the attorneys’ fees and expenses payment is finally approved by the Court. Class Counsel’s attorneys’ fees and expenses as approved by the Court will be paid out of the Total Settlement Amount.
- e. **Payment to the LWDA.** Because PAGA Group Members are also releasing their claims for civil penalties under PAGA, the parties have agreed that the LWDA, which is entitled to share in any recovery of civil penalties under PAGA, will be paid \$45,000 out of the Total Settlement Amount as the LWDA’s share of the settlement of civil penalties (the “LWDA Payment”). This amount is subject to the Court’s approval.
- f. **Costs of Administration.** The reasonable costs of administering the Settlement, including the Settlement Administrator’s fees and expenses, estimated to be no more than \$12,000, will be paid out of the Total Settlement Amount.
- g. **Plaintiff and Class Counsel’s Support of the Settlement.** Plaintiff as Class Representative and Class Counsel support the Settlement. Their reasons include the risk of a trial on the merits, the inherent delays and uncertainties associated with litigation, and the possibility that the Class is not entitled to any recovery. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe that the Settlement is fair, reasonable, and adequate.

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

- a. **Participating in the Settlement.** Plaintiff as Class Representative and Class Counsel represent your interests as a Class Member. Unless you opt out of the Settlement, you are a part of the Class, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the claims against BIGHORN and the other Released Parties described above. As a member of the Class, you will not be responsible for the payment of attorneys’ fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys’ fees and expenses.
- b. **Notice of Estimated Settlement Share.** The enclosed Notice of Estimated Settlement Share provides the information based on which your Settlement Share will be calculated and an estimate of your Settlement Share if all Class Members participate and all payment amounts are awarded; your actual Settlement Share may be more or less. If the information in the Notice of Estimated Settlement Share (including your mailing address) is correct, you do not need to return the form. Any correction to the Notice of Estimated Settlement Share must be completed, signed by you, and returned to the Settlement Administrator, **postmarked by not later than August 17, 2026**. 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 August 17, 2026** (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than August 31, 2026). Any person who timely and properly requests to be excluded from the Settlement will not be a Participating Class Member, will not be eligible to receive the Class Member Payment portion of his or her Settlement Share, and will not be included in calculating the Class Member Payment portion of the Settlement Share of any other Class Member. Any such person will retain the right, if any, to pursue at his or her own expense a claim against BIGHORN, except that all PAGA Group Members (defined above) will release the Released PAGA Claims described above and will receive the PAGA Settlement Share portion of their Settlement Share regardless of whether they request to be excluded from the Settlement. An incomplete, unsigned or untimely Request for Exclusion will be deemed invalid.

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

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

If you wish to submit a written objection to the Settlement, you must completely fill out and sign the “Objection to Settlement Form” accompanying this Notice, attach any and all papers, briefs, written evidence, declarations, and/or other evidence supporting your objection, and mail it to the Settlement Administrator, **postmarked no later than August 17, 2026** (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than August 31, 2026).

**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.

**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 September 28, 2026, at 8:30 a.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 full Settlement Agreement is attached to the **Declaration of Annabel Blanchard in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement**, as **Exhibit 3** thereto, which was filed on December 19, 2025.

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.

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

**PLEASE DO NOT CALL THE COURT OR BIGHORN’S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT. YOU MAY, HOWEVER, CALL CLASS COUNSEL (TELEPHONE NUMBER LISTED ABOVE) OR THE SETTLEMENT ADMINISTRATOR AT 1-800-355-0700.**

**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 Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619 **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 «**Work\_Weeks**» workweeks for BIGHORN in a non-exempt position in California from January 22, 2020 through April 8, 2026; and
- (b)** you worked «**PAGA\_Pay\_Periods**» pay periods for BIGHORN in a non-exempt position in California from January 17, 2023 through April 8, 2026.

Based on the above, your Class Member Payment is estimated at \$«**Est\_Class\_PMT**» and your PAGA Settlement Share (your share of penalties under the Labor Code Private Attorneys General Act ("PAGA")) is estimated at \$«**Est\_PAGA\_PMT**». 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 April 8, 2026. 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 April 8, 2026.

**(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  
AUGUST 17, 2026.**

**REQUEST FOR EXCLUSION FORM**

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

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

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

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

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

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

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

Last 4 digits of SSN: \_\_\_\_\_

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

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

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

**THIS FORM MUST BE POSTMARKED NO LATER THAN AUGUST 17, 2026 (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than August 31, 2026).**

**OBJECTION TO SETTLEMENT FORM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**THIS FORM, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN  
AUGUST 17, 2026 (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed,  
postmarked no later than August 31, 2026).**

**AVISO DE ACUERDO PROPUESTO DE DEMANDA COLECTIVA**  
**Y AUDIENCIA DE APROBACIÓN FINAL**

**Para:** Todos los empleados, pasados y actuales, que trabajaron para BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE, BIGHORN HOMEOWNERS ASSOCIATION, INC. dba BIGHORN HOMEOWNERS ASSOCIATION y BIGHORN PROPERTIES, INC. (“BIGHORN” o “Demandados” colectivamente) en California, en posición no exenta en cualquier momento del 22 de enero de 2020 hasta el 8 de abril de 2026.

**POR FAVOR, LEA CON CUIDADO ESTE AVISO. PUEDE PERDER SUS DERECHOS LEGALES POR UN PAGO PENDIENTE RELATIVO A SU EMPLEO EN BIGHORN. SI DESEA RECIBIR UNA PARTE DE LOS BENEFICIOS DE UN ACUERDO, LEA EL AVISO ADJUNTO DE LA PARTE DEL ACUERDO ESTIMADA Y CONFIRME QUE SU INFORMACIÓN DE IDENTIFICACIÓN Y LA DE SU EMPLEO CON BIGHORN SON CORRECTAS. SI LA INFORMACIÓN NO ES CORRECTA, SIGA LAS SIGUIENTES INSTRUCCIONES EN ESTE AVISO AL ADMINISTRADOR DEL ACUERDO.**

| <b>RESUMEN DE SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>No haga nada y reciba un pago</b>                              | Para recibir un pago del Acuerdo <b>no</b> debe hacer nada. <b>Su Parte del Acuerdo Estimada se establece en el Aviso de Parte del Acuerdo Estimada adjunto a este Aviso Colectivo.</b> Luego de la aprobación final del Tribunal, el pago se enviará a la dirección indicada en este aviso. A cambio de este pago, liberará las reclamaciones detalladas en la Sección 7. Si su dirección ha cambiado, por favor, notifique al Administrador del Acuerdo, tal como se explica en el Aviso de Parte del Acuerdo Estimada. |
| <b>Exclúyase</b>                                                  | Para excluirse, debe enviar una solicitud escrita de exclusión al Administrador del Acuerdo como se detalla en este aviso. <b>Si solicita excluirse, no recibirá un Pago de Miembro de Clase ni podrá liberar las Reclamaciones Liberadas de los Miembros de Clase. Sin embargo, si es un Miembro del Grupo de PAGA, recibirá una Parte del Acuerdo de PAGA y será vinculado por la liberación de las Reclamaciones Liberadas de PAGA.</b> Las instrucciones y más información se detallan en la Sección 5.               |
| <b>Objetar</b>                                                    | Envíe un Formulario de Objeción al Acuerdo al Administrador del Acuerdo o, de no hacerlo, comparezca en la Audiencia de Aprobación Final para comunicar su objeción. Las instrucciones se detallan en la Sección 8.                                                                                                                                                                                                                                                                                                       |

SE LE NOTIFICA, EN VIRTUD DE LA ORDEN DEL TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA PARA EL CONDADO DE RIVERSIDE (“TRIBUNAL”) INGRESADA EL 8 de abril de 2026, LO SIGUIENTE:

**1. ¿DE QUÉ TRATA EL AVISO?**

Se ha alcanzado un acuerdo propuesto (“Acuerdo”) entre Luke Leon (“Demandante”) y BIGHORN en la acción colectiva pendiente ante el Tribunal (“Acción Colectiva”).

El Tribunal ha aprobado el Acuerdo de manera preliminar y ha certificado condicionalmente a la Clase para fines del Acuerdo solamente. El Tribunal únicamente ha determinado que existe evidencia suficiente para sugerir que el Acuerdo es justo, adecuado y razonable. Se realizará una determinación definitiva en la audiencia de aprobación final el 28 de septiembre de 2026 a las 8:30 a.m., en el Departamento 1 del Tribunal Superior de California, Condado de Riverside, ubicado en 4050 Main Street, Riverside, California 92501. Ha recibido este aviso porque los registros de BIGHORN indican que usted es miembro de la Clase. Este aviso está creado para informarle sobre los términos del Acuerdo y sobre cómo puede objetar este mismo, optar por no participar del Acuerdo o proporcionar la información correcta al Administrador del Acuerdo. A menos que se retire del Acuerdo, si este se aprueba, le vinculará.

**2. ¿DE QUÉ TRATA LA DEMANDA?**

Actualmente la Acción Colectiva está pendiente ante el Tribunal Superior de California, Condado de Riverside, la cual se titula: “*LUKE LEON vs. BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE, Una Empresa Sin fines de lucro de California, et al., Demandados,*” No. CVRI2400375.

El Demandante en esta Acción alega que BIGHORN ha fallado en el pago de todas los salarios en su tarifa correcta de pago, incluyendo los salarios mínimos, salario de tasa ordinaria y licencia por enfermedad, incluyendo el incumplimiento del registro de todas las horas trabajadas y no incluir la compensación necesaria para fines de calcular la tasa ordinaria de pago; no proporcionar periodos de comida y descanso; no pagar las primas por periodo de comida y descanso a la tarifa de pago regular; mantener registros verídicos; emitir talones de pago detallados y precisos; reembolsar los gastos comerciales necesarios, no pagar todos los salarios adeudados durante el tiempo de empleo ni por terminación laboral.

BIGHORN niega que ha participado en alguna actividad ilegal, que ha cumplido con la ley en todo aspecto y que no tiene ninguna responsabilidad con nadie en virtud de las reclamaciones.

Luego de negociaciones de buena voluntad, ambas partes reconocen el riesgo de un resultado incierto; el Demandante y BIGHORN aceptaron conciliar la Acción Colectiva bajo los términos y condiciones del Acuerdo.

El Acuerdo representa un compromiso y un acuerdo sobre las reclamaciones en disputa. Nada en el Acuerdo intenta ni admite una admisión por parte de BIGHORN de que las reclamaciones del Demandante en la Acción Colectiva poseen mérito, ni de que BIGHORN posea responsabilidad con el Demandante o con la clase propuesta en las reclamaciones. BIGHORN, de otro modo, niega toda responsabilidad y sostiene haber cumplido con todas las leyes aplicables.

Las partes y sus abogados concluyen que el Acuerdo brinda una ventaja, considerando los riesgos e incertidumbre de una continuación del litigio para ambas partes. También han determinado que el Acuerdo es justo, razonable y adecuado, y que está en el mejor interés de los miembros de la Clase.

### **RESUMEN DEL ACUERDO**

#### **3. ¿DE QUÉ TRATA LA DEMANDA?**

El “**Período de Clase**” se refiere al periodo del 22 de enero de 2020 hasta el 8 de abril de 2026. Usted es un “**Miembro de Clase**” incluido en el Acuerdo si cumple con la siguiente definición:

Todos los empleados, pasados y presentes, que trabajaron para BIGHORN en California, en una posición no exenta durante el Período de Clase.

El “**Período de PAGA**” se refiere al periodo del 17 de enero de 2023 hasta el 8 de abril de 2026. Todos los empleados, pasados y presentes, que trabajaron para BIGHORN en California en una posición no exenta durante el Período PAGA también son “**Miembros del Grupo de PAGA**”.

#### **4. ¿QUÉ OBTENDRÉ DEL ACUERDO?**

- a. BIGHORN pagará el Monto Total del Acuerdo por \$1,328,035.50. Este monto financiará todos los pagos que deban efectuarse conforme al Acuerdo.
- b. Se denomina “Monto Neto del Acuerdo” a la cantidad disponible para la distribución como las Partes del Acuerdo a los Miembros de Clase después de las deducciones para el pago a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California (“LWDA”) por su parte del acuerdo de las reclamaciones por sanciones civiles en virtud de la Ley de Acción Privada del Fiscal General de 2004 (“PAGA”); el Pago de Representación de Clase; el Pago de Costos y Honorarios de los Abogados de Clase, los costos razonables del Administrador del Acuerdo y los impuestos de planilla por parte del empleado en las Partes del Acuerdo designadas como salarios.
- c. La parte del Pago de Miembro de Clase de la Parte del Acuerdo debe pagarse a quienes no opten por participar del Acuerdo, enviando una Solicitud de Exclusión a tiempo. Sin embargo, como se menciona más adelante, todos los Miembros de Clase que también sean Miembros del Grupo de PAGA recibirán una porción de la Parte del Acuerdo de PAGA de su Parte del Acuerdo, sin importar si eligen no participar del Acuerdo.
- d. La Parte del Acuerdo para un Miembro de Clase dependerá del número de semanas laborales que un Miembro de Clase ha trabajado en una posición cubierta por el Acuerdo durante el Periodo de Clase, el número de periodos de pago que él o ella trabajó en una posición cubierta por el Acuerdo durante el Período de PAGA (si hubiera) y las cantidades que el Tribunal otorgue para las Sanciones Civiles de PAGA y los pagos al Demandante, los Abogados de Clase y el Administrador del Acuerdo.
- e. La “Parte del Acuerdo” se refiere a la porción del Monto Neto del Acuerdo que se asignará a cada Miembro de Clase. El Administrador del Acuerdo calculará cada Parte del Acuerdo del Miembro de Clase así:
  - i. **Partes del Acuerdo de PAGA.** \$15,000.00 del Monto Total del Acuerdo se han designado como el “Pago del Grupo de PAGA”. Cada Miembro del Grupo de PAGA recibirá una parte prorrateada del Pago del Grupo de PAGA igual al Pago del Grupo de PAGA por el índice de (i) el número de periodos de pago que un Miembro del Grupo de PAGA trabajó para BIGHORN en una posición cubierta en el Acuerdo durante el Período de PAGA (“Periodos de Pago Cubiertos”) al (ii) número total de Periodos de Pago Cubiertos trabajados por tales Miembros del Grupo de PAGA. Todos los Miembros del Grupo de PAGA, incluidos aquellos que se retiren del Acuerdo, recibirán una Parte del Acuerdo de PAGA. El Administrador del Acuerdo emitirá a cada Miembro del Grupo de PAGA un formulario 1099 del IRS relativo a su Parte del Acuerdo de PAGA.
  - ii. **Pagos al Miembro de Clase.** Luego de deducir el Pago del Grupo de PAGA del Monto Neto del Acuerdo, cada Miembro de Clase que no se retire del Acuerdo recibirá un pago igual al restante del Monto Neto del Acuerdo por el índice de (i) el número de semanas laborales que trabajó un Miembro de Clase para BIGHORN en una posición cubierta en el Acuerdo durante el Período de Clase (“Semanas laborales Cubiertas”) al (ii) el número total de Semanas laborales Cubiertas que todos los Miembros de Clase trabajaron. Los Pagos del Miembro de Clase se considerarán: un tercio (1/3) salarial y dos tercios (2/3) no salarial (sanciones e intereses). El Administrador del Acuerdo emitirá a cada Miembro de Clase un formulario W-2 relativo a la porción no salarial de su Pago del Miembro de Clase.
- f. Un aproximado de su Parte del Acuerdo se muestra en su Aviso de Parte del Acuerdo Estimada adjunto a este Aviso. Su Parte actual del Acuerdo puede variar una vez sea otorgado. Las Partes del Acuerdo y otras cantidades que el Tribunal otorgue serán pagadas después de la aprobación definitiva del Acuerdo, entrada de la sentencia definitiva y el agotamiento de todos los derechos para apelar o revisar, o luego de cualquier apelación o revisión ha sido resuelta a favor del Acuerdo.
- g. Según los registros de BIGHORN:
  - i. Trabajó «**Work Weeks**» Semanas laborales en una posición no exenta en California para BIGHORN del 22 de enero de 2020 hasta el 8 de abril de 2026; y
  - ii. Trabajó «**PAGA Pay Periods**» periodos de pago en una posición no exenta en California para BIGHORN del 17 de enero de 2023 hasta el 8 de abril de 2026.

Con base en lo anterior, su Pago del Miembro de Clase se estima en \$«**Est\_Class\_PMT**» y su Parte del Acuerdo de PAGA (su porción de las sanciones en virtud de la Ley de Acción Privada del Fiscal General (“PAGA”)) se estima en \$«**Est\_PAGA\_PMT**».

- h. Los Pagos de Miembro de Clase se estiman en un rango de \$9.00 a \$2,464.00, basados en el número de semanas laborales trabajadas para BIGHORN en California en una posición no exenta, desde el 22 de enero de 2020 hasta el 8 de abril de 2026. Las Partes del Acuerdo de PAGA se estiman que van desde \$0.34 hasta los \$51.00 basados en el número de periodos de pago trabajados en California en una posición no exenta del 17 de enero de 2023 hasta el 8 de abril de 2026.

**5. ¿CÓMO ME EXCLUYO DEL ACUERDO?**

Será incluido y recibirá una porción del Pago del Miembro de Clase de su Parte del Acuerdo (si hubiera), a menos que no se retire del Acuerdo completando y firmando el “Formulario de Solicitud de Exclusión” adjunto a este Aviso y enviándolo por correo postal al Administrador del Acuerdo, con sello postal a más tardar el **17 de agosto de 2026** (o, si su Aviso Colectivo fue devuelto al Administrador del Acuerdo como no entregable y reenviado, con sello postal a más tardar el 31 de agosto de 2026).

Si solicita excluirse del Acuerdo a tiempo, será excluido del Acuerdo, no recibirá la porción del Pago del Miembro de Clase de su Parte del Acuerdo y mantendrá su derecho, si hubiera, de presentar una reclamación contra BIGHORN. Sin embargo, todos **los Miembros del Grupo de PAGA (definidos anteriormente) serán vinculados por la liberación de las reclamaciones de PAGA y recibirán la porción de la Parte del Acuerdo de PAGA de su Parte del Acuerdo, sin importar si optan por no participar del Acuerdo.** No puede retirarse de la parte de PAGA del acuerdo.

**6. ¿Y SI LA INFORMACIÓN ADUNTA AL AVISO SOBRE EL INCENTIVO ESTIMADO DEL ACUERDO NO ES CORRECTA?**

El Tribunal ha nombrado a Apex Class Action como el Administrador del Acuerdo independiente y para resolver cualquier impugnación sobre el cálculo de las Partes del Acuerdo de los Miembros de Clase y de su derecho a las Partes del Acuerdo.

Si impugna la veracidad de cualquier información utilizada para el cálculo de sus Semanas Laborales o Periodos de Pago Cubiertos en su Aviso de la Parte Estimada del Acuerdo, debe solicitar al Administrador del Acuerdo que resuelva el asunto. Para hacer esto, debe devolver al Administrador del Acuerdo el Aviso de Parte Estimada del Acuerdo, con la información que usted sostiene que es correcta, con sello postal, a más tardar el **17 de agosto de 2026**. Debe enviar cualquier documentación de respaldo junto con el formulario. Después de haberle consultado, los Abogados de Clase y BIGHORN, el Administrador del Acuerdo realizarán una determinación del número de sus Semanas Laborales y Periodos de Pago Cubiertas y esa determinación será definitiva, vinculándole y a BIGHORN, y sin posibilidad de recurso.

**7. ¿CUÁLES RECLAMACIONES SE LIBERAN COMO PARTE DEL ACUERDO?**

- a. **Miembros de Clase.** Considerando sus Pagos de Miembro de Clase otorgados, desde la fecha en que el Acuerdo se convierta en Definitivo como se define en el Acuerdo y sea totalmente financiado como se establece en el mismo, todos los Miembros de Clase (distinto a aquellos Miembros de Clase que se han excluido del Acuerdo) liberan todas las reclamaciones conocidas y desconocidas contra 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. Y BIGHORN PENTHOUSE CONDOMINIUM OWNERS ASSOCIATION (“Partes Exoneradas”, colectivamente) que fueron presentadas en la Denuncia o en la Primera Denuncia Enmendada (“FAC” en inglés) en la Acción Colectiva o surgiendo de o relacionada razonablemente a los hechos alegados en la Denuncia o en la FAC que durante el Periodo de Clase, BIGHORN falló el pago de todos los salarios en su tarifa correcta de pago, incluyendo los salarios mínimos, salario de tasa ordinaria y licencia por enfermedad, incluyendo el incumplimiento del registro de todas las horas trabajadas y no incluir la compensación necesaria para fines de calcular la tasa ordinaria de pago; no proporcionar periodos de comida y descanso; no pagar las primas por periodo de comida y descanso a la tarifa de pago regular; mantener registros verídicos; emitir talones de pago detallados y precisos; reembolsar los gastos comerciales necesarios, no pagar todos los salarios adeudados durante el tiempo de empleo ni por terminación laboral (“Reclamaciones Liberadas de Clase”). Estas reclamaciones incluyen, pero no se limitan a las que surgen bajo el Código Laboral, artículos 201-204, 210, 218.5, 226, 226.2, 226.3, 226.7 y 246. 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800 y 2802, del Código de Negocios y Profesiones, sección 17200 y *sig.*, y la Orden Salarial de la Comisión del Bienestar Industrial. Las Reclamaciones Liberadas de Clase incluyen las reclamaciones por salarios, sanciones estatutarias, sanciones civiles u otros alivios bajo el Código Laboral de California, incluida la Ley de Acción Privada del Fiscal General de 2004 (“PAGA”), Código Lab. de Cal., § 2698 y *sig.*, y cualquier otra ley federal, estatal o municipal, alivio de competencia desleal bajo el Código de Negocios y Profesiones, código 17200 y *sig.*, costos y honorarios de abogados e intereses.
- b. **Miembros del Grupo de PAGA.** Considerando sus porciones otorgadas de las Sanciones Civiles de PAGA, desde la fecha en que el Acuerdo se convierta en Definitivo como se define en el Acuerdo y sea totalmente financiado como se establece en el mismo, el Demandante y el Estado de California con respecto a los Miembros del Grupo de PAGA liberan todas las reclamaciones bajo PAGA por sanciones civiles contra BIGHORN y las otras Partes Exoneradas que se describen en el aviso del Demandante enviado a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California (“LWDA”) en virtud de la PAGA que durante el Periodo de PAGA, BIGHORN falló el pago de todos los salarios en su tarifa correcta de pago, incluyendo los salarios mínimos, salario de tasa ordinaria y licencia por enfermedad, incluyendo el incumplimiento del registro de todas las horas trabajadas y no incluir la compensación necesaria para fines de calcular la tasa ordinaria de pago; no proporcionar periodos de comida y descanso; no pagar las primas por periodo de comida y descanso a la tarifa de pago regular; mantener registros verídicos; emitir talones de pago detallados y precisos; reembolsar los gastos comerciales necesarios, no pagar todos los salarios adeudados durante el tiempo de empleo ni por terminación laboral (“Reclamaciones Liberadas de PAGA”). Las Reclamaciones Liberadas de PAGA incluyen, pero no se limita a las reclamaciones surgiendo bajo el Código Laboral, artículos 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 y 2802, la Orden Salarial de la Comisión del Bienestar Industrial y cualquier reclamación resultante por costos y honorarios de los abogados. Todos los Miembros del Grupo de PAGA estarán vinculados para

alegar la preclusión respecto de las Reclamaciones Liberadas de PAGA y para recibir una Parte del Acuerdo de PAGA, sin importar si eligen no participar del Acuerdo Colectivo.

- c. **Pago de Representación de Clase.** El Demandante solicitará la aprobación del Tribunal para efectuar un pago de \$10,000.00, a fin de iniciar y presentar la Acción Colectiva y asumir el riesgo de responsabilidad por los honorarios de los abogados en caso de que la Acción Colectiva no haya tenido éxito. Este pago, que se efectuará además de la Parte del Acuerdo del Demandante, se realizará del Monto Total del Acuerdo.
- d. **Pago de los Costos y Honorarios de los Abogados de Clase.** Estos solicitarán que el Tribunal les otorgue un 35 % del Monto Total del Acuerdo (\$464,812.43) por los honorarios de los abogados, y que el gasto incurrido en este caso no exceda de \$40,000.00. BIGHORN no se opone a estos pagos. Estas cantidades constituyen una compensación completa por todos los costos legales y gastos de todos los Abogados de Clase, incluidos los costos y gastos derivados de expertos y otros distribuidores contratados por los Abogados de Clase en relación con la litigación y por todo el trabajo realizado en el marco de la finalización de la litigación, sin importar la fecha.  
  
Los Miembros de Clase no deberán pagar a los Abogados de Clase por ningún honorario, costo o gasto si el Acuerdo y dichos honorarios y gastos son aprobados por el Tribunal. Estos se pagarán del Monto Total del Acuerdo.
- e. **Pago a la LWDA.** Ya que los Miembros del Grupo de PAGA también liberan sus reclamaciones por sanciones civiles bajo la PAGA, las partes han acordado que, a la LWDA, quien tiene derecho a una parte en cualquier recuperación por sanciones civiles bajo la PAGA, se le pagará \$45,000.00 del Monto Total del Acuerdo en cuanto a su parte del acuerdo por sanciones civiles (“Pago LWDA”). Esta cantidad está sujeta a la aprobación del Tribunal.
- f. **Costos de Administración.** Los costos razonables de la administración incluyen los gastos y honorarios del Administrador del Acuerdo, cuyo monto se estima en \$12,000.00, los cuales se pagarán del Monto Total del Acuerdo.
- g. **Apoyo del Demandante y de los Abogados de Clase al Acuerdo.** El Demandante, como Representante de Clase, y los Abogados de Clase apoyan el acuerdo. Sus razones incluyen el riesgo de un juicio en los méritos, los retrasos y la incertidumbre inherentes a los litigios, así como la posibilidad de que la Clase no tenga derecho a ninguna indemnización. Con base en su experiencia litigando casos similares, los Abogados de Clase consideran que un proceso en este caso, incluyendo un juicio y apelaciones probablemente, podrían ser costosas y prolongadas. Nadie puede predecir con certeza cómo se resolverían los aspectos legales en cuestión, incluida la cuantía de los daños. Por lo tanto, tras una cuidadosa consideración de todos los hechos y circunstancias de este caso, los Abogados de Clase consideran que el Acuerdo es justo, razonable y adecuado.

#### 8. **UN MIEMBRO DE CLASE, ¿CUÁLES SON MIS DERECHOS?**

- a. **Participar en el Acuerdo.** El Demandante, como Representante de Clase, y los Abogados de Clase representan los intereses de sus Miembros de Clase. A menos que opte por no participar del Acuerdo, usted forma parte de la Clase, será vinculado por los términos del Acuerdo y de cualquier sentencia definitiva que el Tribunal pueda dictar, y se le considerará que ha liberado las reclamaciones contra BIGHORN y las Partes Exoneradas descritas anteriormente. Como miembro de Clase, no será responsable del pago de los honorarios de abogados ni del reembolso de los gastos de litigación, a menos que cuente con su propio abogado; en tal caso, usted será responsable de sus propios gastos.
- b. **Aviso de la Parte Estimada del Acuerdo.** El Aviso de la Parte Estimada del Acuerdo adjunto proporciona la información sobre cómo se calculará su Parte del Acuerdo y un estimado de dicha parte si todos los Miembros de Clase participan, así como sobre las cantidades de los pagos otorgados; su Parte del Acuerdo puede variar. Si la información en este Aviso (incluida su dirección) es correcta, no necesita devolver el formulario. Cualquier corrección a este Aviso debe ser completada, firmada y devuelta al Administrador del Acuerdo, con **sello postal a más tardar 17 de agosto de 2026**. Es su obligación mantener informado al Administrador del Acuerdo sobre cualquier cambio de su dirección hasta que reciba su Parte del Acuerdo, la cual debe contar con la aprobación definitiva. Si no comunica al Administrador del Acuerdo cualquier cambio en su dirección, es posible que no reciba su Parte del Acuerdo.
- c. **Excluirse del Acuerdo.** Si no desea participar en el Acuerdo, debe completar y firmar el “Formulario de Solicitud de Exclusión” adjunto a este Aviso y enviarlo al Administrador del Acuerdo, presentando sello postal a más tardar el **17 de agosto de 2026** (o, si su Aviso Colectivo fue devuelto al Administrador del Acuerdo como no entregable y reenviado, con sello postal a más tardar el 31 de agosto de 2026). Cualquier persona que solicite excluirse del Acuerdo, no será un Miembro de Clase Participante, no tendrá derecho a recibir un Pago de Miembro de Clase de su Parte del Acuerdo y no será incluido en el cálculo de la porción del Pago de Miembro de Clase de la Parte del Miembro de Clase. Cualquier persona mantendrá el derecho, si lo tuviera, de presentar su propia reclamación contra BIGHORN, excepto que todos los Miembros del Grupo de PAGA liberarán las Reclamaciones Liberadas de PAGA descritas anteriormente y recibirán la porción de la Parte del Acuerdo de PAGA sin importar si han solicitado excluirse del Acuerdo. Una Solicitud de Exclusión incompleta, sin firmar o no enviada a tiempo, se considerará inválida.  
  
Consistente con las políticas de BIGHORN, no habrá represalias ni se tomarán medidas adversas contra cualquier Miembro de Clase que participe del Acuerdo o solicite excluirse del Acuerdo.
- d. **Objetar al Acuerdo.** Si no envía el Formulario de Solicitud de Exclusión, puede objetar a los términos del Acuerdo antes de la aprobación final.

Si desea enviar una objeción escrita al Administrador, debe completar y firmar el “Formulario de Objeción al Acuerdo” adjunto a este Aviso, adjunte cualquier documento, evidencia escrita, declaraciones y/o evidencia para respaldar su objeción y envíela al Administrador del Acuerdo, presentando sello postal a más tardar **17 de agosto de 2026** (o, si su Aviso Colectivo fue devuelto al Administrador del Acuerdo como no entregable y reenviado, con sello postal a más tardar el 31 de agosto de 2026).

**ENVÍE EL FORMULARIO DE OBJECCIÓN AL ACUERDO A:**

Leon v. BIGHORN Settlement Administrator  
c/o Apex Class Action, LLC  
P.O. Box 54668  
Irvine, CA 92619

Si elige objetar al Acuerdo, también puede comparecer por sí mismo o a través de su abogado, a su propio costo, y expresarse en la audiencia de aprobación final, si así lo desea.

Si el Tribunal rechaza su objeción, se vinculará por los términos del Acuerdo y le será enviada su Parte del Acuerdo.

**9. ABOGADOS DE LAS PARTES**

**ABOGADOS DE CLASE**

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

**ABOGADOS DE BIGHORN**

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP  
Zachary P. Hutton  
Anna M. Skaggs  
Four Embarcadero Center, Piso 17  
San Francisco, California 94111  
FITZGERALD & MULÉ LLP  
David B. Mulé  
Jana B. FitzGerald  
74770 Hwy. 111, Suite 205  
Indian Wells, California 92211



**NO LLAME AL TRIBUNAL NI A LOS ABOGADOS DE BIGHORN**

**10. AUDIENCIA DE APROBACIÓN FINAL DEL ACUERDO**

El Tribunal celebrará una audiencia de aprobación el 28 de septiembre de 2026 a las 8:30 a.m., en el **Departamento 1 del Tribunal Superior de California, Condado de Riverside, ubicado en 4050 Main Street, Riverside, California 92501**, para determinar si el Acuerdo debe aprobarse definitivamente como justo, razonable y adecuado. También se solicitará al Tribunal la aprobación de las solicitudes para el Pago de Representación de Clase y el Pago de los Gastos y Honorarios de los Abogados de Clase.

Esta audiencia puede reprogramarse sin previo aviso a la Clase. **No es necesario comparecer a esta audiencia.** Sin embargo, si elige objetar al Acuerdo, puede comparecer en la audiencia y ser escuchado, tal como se describe en la Sección 8 anterior.

**11. OBTENER MÁS INFORMACIÓN**

Lo anterior es un resumen de los términos básicos del Acuerdo. Para los términos y condiciones precisos del Acuerdo, diríjase al Administrador del Acuerdo detallado, que estará registrado ante el Secretario del Tribunal. El Acuerdo de Transacción completo está adjunto a la Declaración de **Annabel Blanchard en Apoyo de la Moción del Demandante para la Aprobación Preliminar del Acuerdo de la Acción Colectiva y de PAGA**, como **Anexo 3**, la cual fue registrada el 19 de diciembre de 2025.

Los escritos y otros registros en esta litigación, incluyendo el Acuerdo de Transacción, pueden revisarse en la **Oficina del Secretario, Condado de Riverside, ubicada en 4050 Main Street, Riverside, California 92501**, durante el horario regular de trabajo o si no puede contactar a los Abogados de Clase o al Administrador del Acuerdo. Puede referirse al Acuerdo por Salarios y de Horas: *Leon v. BIGHORN*.

También puede buscar los documentos relacionados en el portal público del tribunal en: <https://epublic-access.riverside.courts.ca.gov/public-portal/> e ingrese el número de caso: CVRI2400375

**POR FAVOR, NO LLAME AL TRIBUNAL NI A LOS ABOGADOS DE BIGHORN PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.**

**SIN EMBARGO, PUEDE CONTACTAR A LOS ABOGADOS DE CLASE (AL TELÉFONO MENCIONADO ANTERIORMENTE) O AL ADMINISTRADOR DEL ACUERDO AL: 1-800-355-0700**

**AVISO DE LA PARTE ESTIMADA DEL ACUERDO**

***LUKE LEON V. BIGHORN GOLF CLUB ET AL.***

**TRIBUNAL SUPERIOR DEL CONDADO DE RIVERSIDE, CASO NO. CVRI2400375**

Por favor, complete, firme, feche y devuelva este Formulario a Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619, **SOLO SI** (1) su información de contacto personal ha cambiado y/o (2) desea impugnar cualquiera de los literales de la Sección (III). Es su responsabilidad mantener su dirección actualizada ante el Administrador del Acuerdo.

**(I) Por favor, imprima o escriba su nombre:**

\_\_\_\_\_  
(Primer y Segundo Nombre, Apellido)

**(II) Por favor, escriba o imprima la siguiente información de identificación si su información de contacto ha cambiado:**

\_\_\_\_\_  
Nombres Anteriores (si hubiese)

\_\_\_\_\_  
Nueva Dirección

\_\_\_\_\_  
Ciudad

\_\_\_\_\_  
Estado

\_\_\_\_\_  
Código Postal

**(III) Información Utilizada para Calcular su Parte Estimada del Acuerdo:**

Según los registros de BIGHORN:

- (c)** Trabajó «**Work\_Weeks**» Semanas laborales en una posición no exenta en California para BIGHORN del 22 de enero de 2020 hasta el 8 de abril de 2026; y
- (d)** Trabajó «**PAGA\_Pay\_Periods**» periodos de pago en una posición no exenta en California para BIGHORN del 17 de enero de 2023 hasta el 8 de abril de 2026.

Con base en lo anterior, su Pago del Miembro de Clase se estima en \$«**Est\_Class\_PMT**» y su Parte del Acuerdo de PAGA (su porción de las sanciones en virtud de la Ley de Acción Privada del Fiscal General (“PAGA”)) se estima en \$«**Est\_PAGA\_PMT**». Los Pagos de Miembro de Clase se estiman en un rango de \$9.00 a \$2,464.00, basados en el número de semanas laborales trabajadas para BIGHORN en California en una posición no exenta, desde el 22 de enero de 2020 hasta el 8 de abril de 2026. Las Partes del Acuerdo de PAGA se estiman que van desde \$0.34 hasta los \$51.00 basados en el número de periodos de pago trabajados en California en una posición no exenta del 17 de enero de 2023 hasta el 8 de abril de 2026.

**(IV) Si no está de acuerdo con los literales (a) y/o (b) en la Sección (III), por favor, explique por qué no está de acuerdo en el siguiente espacio proporcionado e incluya copias de cualquier evidencia o documentación de respaldo junto con este formulario:**

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

Si impugna la información anterior, según los registros de BIGHORN, estos prevalecerán a menos que usted pueda proporcionar documentación que establezca lo contrario y demuestre que dichos registros están incorrectos. Si existe una impugnación sobre si la información de BIGHORN o la de su información es correcta y no puede resolverse de forma informal, esta será resuelta por las Partes y el Administrador del Acuerdo.

**Fecha:** \_\_\_\_\_

**Firma:** \_\_\_\_\_

**CUALQUIER IMPUGNACIÓN JUNTO CON SU DOCUMENTACIÓN DE RESPALDO, DEBE PRESENTAR SELLO POSTAL A MÁS TARDAR EL 17 DE AGOSTO DE 2026.**

**FORMULARIO DE SOLICITUD DE EXCLUSIÓN**

***LUKE LEON V. BIGHORN GOLF CLUB ET AL.***

**TRIBUNAL SUPERIOR DEL CONDADO DE RIVERSIDE, CASO NO. CVRI2400375**

Por favor, complete, firme, feche y devuelva este Formulario a la Parte independiente, Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619, **SOLO SI** desea excluirse del Acuerdo Colectivo. La exclusión del Acuerdo Colectivo no implicará la exclusión del Acuerdo de PAGA. NO PUEDE OPTAR POR NO PARTICIPAR DEL ACUERDO DE PAGA.

**(I) Por favor, escriba o imprima su nombre, información de contacto y los últimos cuatro dígitos de su Seguro social número.**

Nombre completo: \_\_\_\_\_

Dirección: \_\_\_\_\_  
Dirección

\_\_\_\_\_  
Ciudad Estado Código Postal

Teléfono: \_\_\_\_\_

Últimos 4 dígitos del número de Seguro Social: \_\_\_\_\_

**(II) Feche y firme solo si está de acuerdo con la siguiente declaración.**

DESEO EXCLUIRME DEL ACUERDO DE MIEMBRO DE CLASE EN LA DEMANDA: *LEON V. BIGHORN GOLF CLUB*.  
*COMPRENDO QUE, SI SOLICITO EXCLUIRME DEL ACUERDO COLECTIVO, NO RECIBIRÉ UN PAGO DE MIEMBRO DE CLASE DE MI PARTE DEL ACUERDO. COMPRENDO QUE NO PUEDO RETIRARME DEL ACUERDO DE PAGA.*

**Fecha:** \_\_\_\_\_

**Firma:** \_\_\_\_\_

**ESTE FORMULARIO DEBE PRESENTAR SELLO POSTAL A MÁS TARDAR EL 17 DE AGOSTO DE 2026 (o, si su Aviso Colectivo fue devuelto al Administrador del Acuerdo como no entregable y reenviado, con sello postal a más tardar el 31 de agosto de 2026).**

**FORMULARIO DE OBJECCIÓN AL ACUERDO**

***LUKE LEON V. BIGHORN GOLF CLUB ET AL.***

**TRIBUNAL SUPERIOR DEL CONDADO DE RIVERSIDE, CASO NO. CVRI2400375**

Por favor, complete, firme, feche y devuelva este Formulario a la Parte independiente, Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619, **SOLO SI** desea objetar del Acuerdo Colectivo. Debe mencionar todas sus objeciones, incluyendo las bases fácticas y legales de su(s) objeción(es), y adjuntar copias de cualquier documento, evidencia escrita, declaración y/u otra evidencia de respaldo a su(s) objeción(es).

**(I) Por favor, imprima o escriba su nombre e información de contacto.**

Nombre completo: \_\_\_\_\_

Dirección: \_\_\_\_\_  
Dirección

\_\_\_\_\_  
Ciudad Estado Código Postal

Teléfono: \_\_\_\_\_

**(II) Si está siendo representado por un abogado para fines de su(s) objeción(es), proporcione lo siguiente**  
**Información sobre su abogado:**

Nombre: \_\_\_\_\_

Firma legal: \_\_\_\_\_

Dirección: \_\_\_\_\_  
Dirección

\_\_\_\_\_  
Ciudad Estado Código Postal

Teléfono: \_\_\_\_\_

Correo electrónico: \_\_\_\_\_

**(III) Mencione todas sus objeciones, incluyendo las bases fácticas y legales de cada una. Adjunte hojas adicionales de papel si necesita más espacio.**

Deseo objetar al Acuerdo Colectivo sobre la siguiente base: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fecha: \_\_\_\_\_

Firma: \_\_\_\_\_

**ESTE FORMULARIO, JUNTO CON SU DOCUMENTACIÓN DE RESPALDO, DEBE PRESENTAR SELLO POSTAL A MÁS TARDAR EL 17 DE AGOSTO DE 2026 (o, si su Aviso Colectivo fue devuelto al Administrador del Acuerdo como no entregable y reenviado, con sello postal a más tardar el 31 de agosto de 2026).**

# EXHIBIT B

Exclusion List

|             |     |
|-------------|-----|
| Employee ID | 877 |
|-------------|-----|