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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

ASHAEL RESENDIZ, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

CANYON RESTAURANT, LTD., L.P., a
Limited Partnership; REUNION BOAT
KITCHEN, L.P., a Limited Partnership;
REUNION SANTA BARBARA, LLC, a
Limited Liability Company; REUNION DOS
LAGOS, INC., A Corporation, Scott
McIntosh, an Individual, and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: **24CV00190**

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: October 5, 2026

Hearing Time: 10:00 a.m.

Judge: Hon. Colleen K. Sterne

Dept.: 5

Date Action Filed: January 16, 2024

Trial Date: Not set

1 The motion of Plaintiff Ashael Resendiz (“Plaintiff”) for an order finally approving the
2 Class Action and PAGA Settlement Agreement (“Agreement”) with Defendants Canyon
3 Restaurant, LTD, L.P., Reunion Boat Canyon, L.P., Reunion Santa Barbara, LLC, Reunion Dos
4 Lagos, Inc., and Scott McIntosh (“Defendants”) and for an award of attorneys’ fees and costs,
5 service payment, and the fees of the Administrator duly came on for hearing on October 5, 2026
6 before the Honorable Colleen K. Sterne.

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the California Superior Court for the County of Santa Barbara, and over all Parties to this
14 litigation, including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiff and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of Seven Hundred Twenty-Five
17 Thousand Dollars (\$725,000) and the terms set forth in the Agreement are fair, reasonable, and
18 adequate.
- 19 4. The Court further finds that the Settlement was the result of arm’s length
20 negotiations conducted after Class Counsel had adequately investigated the claims and became
21 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
22 Settlement, the significant risks relating to certification, liability, and damages issues, and the
23 assistance of an experienced mediator in the settlement process, among other factors, support the
24 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

25 **Preliminary Approval of the Settlement**

- 26 5. On May 12, 2026, the Court granted preliminary approval of the Settlement. At
27 this same time, the Court approved conditional certification of the Class for settlement purposes

1 only.

2 **Notice to the Class**

3 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
4 by first class mail to members of the Class at their last known addresses on or about June 8, 2026.
5 Mailing of the Class Notice to their last known addresses was the best notice option under the
6 circumstances and was reasonably calculated to communicate actual notice of the litigation and
7 the proposed settlement to the Class. The Class Notice given to the Class Members fully and
8 accurately informed the Class Members of all material elements of the proposed Settlement and of
9 their opportunity to object to or comment thereon or to seek exclusion from the Settlement;
10 constituted valid, due, and sufficient notice to all Class Members; and complied fully with the
11 laws of the State of California, the United States Constitution, due process and other applicable
12 law. The Class Notice fairly and adequately described the Settlement and provided Class
13 Members adequate instructions and a variety of means to obtain additional information.

14 7. The Response Deadline for opting out of the Class or submitting written objections
15 to the Settlement was August 7, 2026, which was extended by 14 days for re-mailed Class
16 Notices. There was an adequate interval between mailing of the Class Notice and the response
17 deadline to permit Class Members to choose what to do and act on their decision. A full
18 opportunity has been afforded to the Participating Class Members to participate in this hearing,
19 and all Participating Class Members and other persons wishing to be heard have been heard. Class
20 Members also have had a full and fair opportunity to exclude themselves from the proposed
21 Settlement and Class. Accordingly, the Court determines that all Class Members who did not
22 timely and properly submit a request for exclusion are bound by the Settlement and this Final
23 Approval Order and Judgment.

24 **Fairness Of Settlement**

25 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
26 48 Cal.App.4th 1794, 1801 (1996).

27 a. The settlement was reached through arm's-length bargaining between the
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1 parties during an all-day mediation before Louis Marlin, an experienced mediator of wage and
2 hour class actions. There has been no collusion between the parties in reaching the proposed
3 settlement.

4 b. Plaintiff's investigation and discovery have been sufficient to allow the
5 Court and counsel to act intelligently.

6 c. Counsel for both parties are experienced in similar employment class action
7 litigation. All counsel recommended approval of the Agreement.

8 d. The percentage of objectors and requests for exclusion is small. No
9 objections were received. No requests for exclusion were received.

10 e. The participation rate was high. 935 Participating Class Members will be
11 mailed a settlement payment, representing 100% of the overall Class.

12 9. The consideration to be given to the Class Members under the terms of the
13 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
14 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
15 Members' claims, given the uncertainties and significant risks of the litigation and the delays
16 which would ensue from continued prosecution of the action.

17 10. The Agreement is approved as fair, adequate and reasonable and in the best
18 interests of the Class Members.

19 **Attorneys' Fees and Costs**

20 11. An award of \$241,666 for attorneys' fees, representing one-third of the Gross
21 Settlement Amount, and \$24,534.27 for litigation costs and expenses, is reasonable, in light of the
22 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
23 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
24 lodestar and billing statement.

25 **Class Representative Service Payment**

26 12. The Agreement provides for a Class Representative Service Payment of not more
27 than \$15,000 to the Plaintiff, subject to the Court's approval. The Court finds that a Class
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1 Representative Service Payment in the amount of \$15,000 to the Plaintiff is reasonable in light of
2 the risks and burdens undertaken by the Plaintiff in the litigation and for her time and effort in
3 bringing and prosecuting this matter on behalf of the Class.

4 **Administration Expenses Payment**

5 13. The Administrator shall calculate and administer the payment to be made to the
6 Participating Class Members in the manner set forth in the Agreement, transmit payment for
7 attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payment to
8 the Plaintiff, distribute the PAGA Penalties, issue any required tax reporting forms, calculate
9 withholdings and perform the other remaining duties set forth in the Agreement. The
10 Administrator has documented \$11,475 in fees and expenses, and this amount is reasonable in
11 light of the work performed by the Administrator.

12 **PAGA Penalties**

13 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
14 of \$15,000, which shall be allocated with 75% (\$11,250) allocated to the LWDA PAGA Payment
15 and 25% (\$3,750) allocated to the Individual PAGA Payments to be distributed to the Aggrieved
16 Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
17 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,750) by the total number
18 of Pay Periods worked by all Aggrieved Employees during the Release Period and (b) multiplying
19 the result by each Aggrieved Employee's Pay Periods. "Aggrieved Employees" are all individuals
20 who are or previously were employed by Defendants in California and classified as a non-exempt
21 employee at any time during the Release Period (September 27, 2022 through January 18, 2026).
22 The Court finds the PAGA Penalties to be reasonable. All Aggrieved Employees will be sent their
23 share of the PAGA Penalties and will be subject to the release of the Released PAGA Claims as
24 set forth below, whether or not they opt out of the Settlement.

25 **II.**

26 **ORDERS**

27 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

1 15. The certification of the Class for the purposes of settlement is confirmed. The
2 Class is defined as follows:

3 All individuals who are or previously were employed by Defendants in California
4 and classified as a non-exempt employee at any time during the Release Period
(September 27, 2022 through January 18, 2026).

5 16. All persons who meet the foregoing definition are members of the Class, except for
6 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were
7 no individuals who requested exclusion from the Class.

8 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
9 best interest of the Class. Defendants shall fund one-third (1/3) the Gross Settlement Amount and
10 also fund the amounts necessary to fully pay Defendants’ share of payroll taxes by transmitting the
11 funds to the Administrator no later than fourteen (14) days after the Effective Date. Defendants
12 shall fund an additional one-third (1/3) of the Gross Settlement Amount one year after the first
13 payment, and Defendants shall fund the final one-third (1/3) of the Gross Settlement Amount one
14 year after the second payment. If Defendants miss the first or second payment, then the total
15 amount less any payments made will immediately become due.

16 18. Class Counsel are awarded attorneys' fees in the amount of \$241,666 and costs in
17 the amount of \$24,534.27. Class Counsel shall not seek or obtain any other compensation or
18 reimbursement from Defendants, Plaintiff or members of the Class.

19 19. The payment of the Class Representative Service Payment in the amount of
20 \$15,000 to the Plaintiff is approved.

21 20. The payment of \$11,475 to the Administrator for their fees and expenses is
22 approved.

23 21. The PAGA Penalties in the amount of \$15,000 are approved and shall be allocated
24 in accordance with the Agreement.

25 22. The Agreement and this Settlement are not an admission by Defendants, nor is this
26 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
27 wrongdoing by Defendants or that this Action is appropriate for class treatment (other than for
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1 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
2 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
3 as, or may be used as an admission by or against Defendants of any fault, wrongdoing or liability
4 whatsoever. Defendants have denied that they has done anything wrong and dispute all the claims
5 in this Action. The entering into or carrying out of the Agreement, and any negotiations or
6 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
7 admission or concession with regard to the denials or defenses by Defendants. Notwithstanding
8 these restrictions, Defendants may file in the Action or in any other proceeding this Final
9 Approval Order and Judgment, the Agreement, or any other papers and records on file in the
10 Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,
11 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
12 Claims and/or the Released PAGA Claims.

13 23. Notice of entry of this Final Approval Order and Judgment shall be given to all
14 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
15 and Judgment shall be posted on the website as set forth in the Class Notice to the Class. It shall
16 not be necessary to send notice of entry of this Final Approval Order and Judgment to individual
17 Class Members. In accordance with California Code of Civil Procedure § 2699, Plaintiff shall
18 serve this Final Approval Order and Judgment on the LWDA.

19 24. If the Agreement does not become final and effective in accordance with the terms
20 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
21 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
22 revert to their respective positions as of before entering into the Agreement, and expressly reserve
23 their respective rights regarding the prosecution and defense of this Action, including all available
24 defenses and affirmative defenses, and arguments that any claim in the Action could not be
25 certified as a class action and/or managed as a representative action.

26 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

1 25. Except as set forth in the Agreement and this Final Approval Order and Judgment,
2 Plaintiff, and all members of the Class, shall take nothing in the Action.

3 26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
4 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
5 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
6 arising from or in connection with the distribution of settlement benefits.

7 27. The Parties are authorized to agree to and to adopt such amendments, modifications
8 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
9 Final Approval Order and Judgment and as approved by the Court.

10 28. Each party shall bear its own attorneys' fees and costs, except as otherwise
11 provided in the Agreement and in this Final Approval Order and Judgment.

12 29. Effective on the date when Defendants fully fund the entire Gross Settlement
13 Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class
14 Payments, all Participating Class Members, on behalf of themselves and their respective former
15 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
16 release Released Parties from the Released Class Claims. The "Released Class Claims" are all
17 claims that were alleged, or reasonably could have been alleged, based facts stated in the
18 Operative Complaint which occurred during the Release Period during employment in a non-
19 exempt position in California. Except as expressly set forth in the Agreement, Participating Class
20 Members do not release any other claims, including claims for vested benefits, wrongful
21 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
22 disability, social security, workers' compensation, or Class claims based on facts occurring outside
23 the Release Period.

24 30. "Released Parties" are defined as: Defendants and each of its former and present
25 directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and
26 subsidiaries.

1 31. Effective on the date when Defendant fully funds the entire Gross Settlement
2 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
3 Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of
4 themselves and their respective former and present representatives, agents, attorneys, heirs,
5 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
6 The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably
7 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
8 Notice, which occurred during the Release Period during employment in a non-exempt position in
9 California. The Released PAGA Claims do not include other PAGA claims, underlying wage and
10 hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability
11 and worker’s compensation, and PAGA claims outside of the Release Period.

12 32. As of the Effective Date and upon full funding of the Gross Settlement Amount by
13 Defendant, Plaintiff releases and discharges the Defendant and the Released Parties as to the
14 Plaintiff’s Release, as set forth fully in paragraph 6.1 of the Agreement.

15 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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17 Dated: _____

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19 HON. COLLEEN K. STERNE
20 JUDGE, SUPERIOR COURT OF CALIFORNIA
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