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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**

ASSIGNED FOR ALL PURPOSES TO:
HON. COLLEEN K. STERNE; DEPT.:5

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

Date: October 5, 2026

Time: 10:00 a.m.

Dept.: 5

1 I, Missy Carey, 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 *Resendiz vs. Canyon Restaurant, LTD.,*
6 *LP, et al.* matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I
7 am 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 Settlement Of Class Action And Hearing Date For Final Court Approval*, (referred to as
20 “Class Notice”); (b) receiving and processing Requests for Exclusion; (c) resolving disputes among
21 Class Members regarding the number of workweeks recorded by Defendants during the Class Period, as
22 stated on their individualized Class Notice; (d) calculating individual settlement award amounts; (e)
23 processing and mailing settlement award checks; (f) handling tax withholdings as required by the
24 Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h)
25 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.

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

2 10. The Response Deadline was August 7, 2026. An Extended Response Deadline for Class Member's
3 who received a remailed notice was August 21, 2026.

4 11. As of the date of this declaration, Apex has not received any Requests for Exclusion. The deadline
5 for submitting a request for exclusion from the Settlement was August 7, 2026.

6 12. As of the date of this declaration, Apex has not received any Objections to the Settlement. The
7 deadline for submitting a written objection to the Settlement was August 7, 2026.

8 13. As of the date of this declaration, Apex has not received any Disputes from Class Members. The
9 deadline for submitting a dispute was August 7, 2026.

10 14. As of the date of this declaration, Apex will report 935 Participating Class Members, constituting
11 100% of the Class.

12 **ALLOCATION OF GROSS SETTLEMENT AMOUNT**

13 15. The total number of workweeks worked by Participating Class Members during the Class Period
14 is 27,107. The Net Settlement Amount available to Participating Class Members is estimated to be
15 \$406,859.00 and was calculated by subtracting the requested Attorneys' Fees (\$241,666.00), the amount
16 requested for Attorneys' Expenses (\$35,000.00), the requested Class Representative Payment
17 (\$15,000.00), the requested Settlement Administration Fee (\$11,475.00), and the PAGA Penalties
18 (\$15,000.00) from the Gross Settlement Amount of \$725,000.00.

19 16. The *highest* Individual Class Payment to a Participating Class Member is currently estimated to
20 be approximately \$2,836.77, the *average* Individual Class Payment is currently estimated to be
21 approximately \$435.14, and the *lowest* Individual Class Payment is currently estimated to be
22 approximately \$15.01. These amounts are subject to employee-side tax and withholdings.

23 17. Pursuant to the Agreement, 25% of the PAGA Payment (\$3,750.00) will be allocated to
24 Aggrieved Employees regardless of whether they opt out of the Class settlement. Aggrieved Employees
25 cannot opt out of the PAGA settlement. There are 935 Aggrieved Employees who worked a total of
26 27,107 pay periods during the PAGA Period.

1 18. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately \$26.15, the
2 *average* Individual PAGA Payment is approximately \$4.01, and the *lowest* Individual PAGA Payment
3 is approximately \$0.14.

4 **ADMINISTRATION COSTS**

5 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
6 and anticipated expenses, amount to \$11,475.00. Apex will proceed with additional tasks related to this
7 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
8 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
9 upon by the Parties or ordered by the Court for Apex to undertake.

10 I declare under penalty of perjury under the laws of the State of California and the United States
11 that the foregoing is true and correct, and that this Declaration was executed this 2nd day of September
12 2026, in Irvine, California.

13
14 
15 MISSY CAREY

Exhibit A

Ashael Resendiz vs. Canyon Restaurant, LTD., LP, 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»
«City», «State» «Zip»

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR FINAL COURT APPROVAL

*Resendiz vs. Canyon Restaurant, LTD., LP, et al., Superior Court of the State of California,
County of Santa Barbara, Case No. 24CV00190*

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE
CAREFULLY.**

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants Canyon Restaurant, LTD, L.P., Reunion Boat Canyon, L.P., Reunion Santa Barbara, LLC, Reunion Dos Lagos, Inc., and Scott McIntosh (“Defendants”) for alleged wage and hour violations. The Action is brought by Plaintiff Ashael Resendiz (“Plaintiff”) and seeks payment of (1) wages and other relief for a Class of all individuals who are or previously were employed by Defendants in California and classified as a non-exempt employee at any time during the Release Period (September 27, 2022 through January 18, 2026) (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) for all individuals who are or previously were employed by Defendants in California and classified as a non-exempt employee at any time during the Release Period (September 27, 2022 through January 18, 2026) (“Aggrieved Employees”).

The proposed Settlement includes the following: (1) a Class Settlement requiring Defendants to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring the payment of PAGA Penalties to be allocated to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$«Individual_Class_Payment» (less withholding) and your share of the PAGA Penalties (“Individual PAGA Payment”) is estimated to be \$«Individual_PAGA_Payment».** The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendants’ records showing that **you worked «Class_Pay_Periods» Pay Periods during the Release Period.** If you believe that you worked more Pay Periods, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Release Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment (if any). As a Participating Class Member, though, you will give up your right to assert wage claims and penalty claims occurring during the Release Period against Defendants as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue wage claims against Defendants, but, as an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment. In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Class Claims and Released PAGA Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is August 7, 2026	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Class Settlement for an Individual Class Payment and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee who excludes himself, will still be paid your Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a Request for Exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by August 7, 2026	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on October 5, 2026, at 10:00 a.m., at the Santa Barbara County Superior Court, located at 1100 Anacapa Street, Santa Barbara, CA 93101, in Department 5 before Judge Colleen K. Sterne. This hearing may change as explained below in Section 9. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.
You Can Challenge the Calculation of Your Pay Periods/Pay Periods Written Challenges Must be Submitted by August 7, 2026	The amount of your Individual Class Payment and your Individual PAGA Payment depend on how many Pay Periods you worked at least one day during the Release Period. The number of Pay Periods during the Release Period you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by August 7, 2026. See Section 5 of this Notice.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Santa Barbara (the "Court"), has been reached between Plaintiff and Defendants and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Class, which is defined as:

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

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written Class Action and PAGA Settlement Agreement ("Agreement") and agreeing to ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and its defenses, and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

2. What is this class action lawsuit about?

On January 16, 2024, Plaintiff filed a complaint against Defendant Canyon Restaurant, LTD, LP in the Superior Court of the State of California, County of Santa Barbara. The Action asserted a representative cause of action against Defendant Canyon Restaurant, LTD, LP for Civil Penalties pursuant to Labor Code §§ 2699 ("PAGA"). On May 31, 2024, Plaintiff, after exhausting administrative remedies under PAGA, filed Doe Amendments, naming Defendants Reunion Boat Canyon, L.P., Reunion Santa Barbara, LLC, Reunion Dos Lagos, Inc., and Scott McIntosh in the Action.

On January 19, 2026, Plaintiff filed a First Amended Class and Representative Action Complaint in the Action which added class claims for unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to provide wages when due, and failure to pay sick wages. The First Amended Class and Representative Action Complaint in the Action is referred to as the “Operative Complaint”.

Defendants deny that they have done anything wrong and dispute all the claims in the Action. For example, Defendants contend that Plaintiff and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendants did not fail to pay to Plaintiff or any Class Members any wages allegedly due during employment and at the time of their termination; that Defendants complied with California wage statement and record requirements; that Defendants did not violate California Business and Professions Code section 17200 *et seq.*; that Defendants are not liable for any of the penalties sought or that could have been sought in the Operative Complaint; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on May 12, 2026. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendants, the Parties concluded that it is in their best interests and the interests of the Class to settle the Actions now on the terms summarized in this Notice. The Settlement was reached after mediation and arm’s-length negotiations between the Parties. The Plaintiff and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, who expressly deny all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Seven Hundred Twenty-Five Thousand Dollars (\$725,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties payment for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants. Defendants shall fund one-third (1/3) the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendants’ share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date. Defendants shall fund an additional one-third (1/3) of the Gross Settlement Amount one year after the first payment, and Defendants shall fund the final one-third (1/3) of the Gross Settlement Amount one year after the second payment. The Effective Date is the date the Judgment is entered, unless there are objections or an appeal, in which case the Effective Date is the date the Judgment is final and no longer subject to appeal. The Administrator will mail checks for all settlement payments within fourteen (14) days after the Defendants fully fund the Gross Settlement Amount, which will be in 2028.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$12,622, for expenses, including expenses of notifying the Class Members of the Settlement, processing request for exclusions and disputes, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$241,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$35,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- **Class Representative Service Payment.** A Class Representative Service Payment in an amount not more than \$15,000 to the named Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Actions, and for the risks she undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- **PAGA Penalties.** A payment of \$15,000 relating to Plaintiff’s claim under PAGA, 75% (\$11,250) of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining 25% (\$3,750) will be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$3,750) by the total number of Pay Periods worked by all Aggrieved Employees during the Release Period and (b) multiplying the result by each Aggrieved Employee’s Pay Periods. “Pay Period” means any pay period during which a Class Member or Aggrieved Employee worked for Defendants for at least one day during the Release Period. The Release Period is September 27, 2022, through January 18, 2026.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$405,712.00. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member calculated by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members during the Release Period and (b) multiplying the result by each Participating Class Member's Pay Periods. The number of Pay Periods will be based on Defendants' records, however, Class Members may challenge the number of Pay Periods worked as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment and Individual PAGA Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged claims for non-wages, expense reimbursement, interest and penalties due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants' Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment are conditioned upon the Court entering an order granting final approval of the Settlement and entering a Judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will be sent to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties have proposed Legal Aid at Work as the Cy Pres Recipient and they represent that they have no interest or relationship, financial or otherwise, with this intended Cy Pres Recipient.

4. What Do I Release Under the Settlement?

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

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

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

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

5. How much will my payment be?

Defendants' records reflect that you worked «Class_Pay_Periods» Pay Periods during the Release Period (September 27, 2022, through January 18, 2026).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is \$«Individual_Class_Payment». Based on this information your estimated Individual PAGA Payment is \$«Individual_PAGA_Payment».

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is August 7, 2026. You may also fax the dispute to (949) 989-4428 or email the dispute to support@apexclassaction.com by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment and Individual PAGA Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Apex Class Action LLC, 1-800-355-0700.

The Court will hold a Final Approval Hearing on October 5, 2026, at 10:00 a.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two years after the hearing. If there are objections or appeals, resolving them can take time and delay the settlement, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out of the class portion of the settlement, you must submit to the Administrator a written, signed and dated request for exclusion ("opt-out") postmarked no later than the Response Deadline which is August 7, 2026. You may also fax your request to opt out to (949) 989-4428 or email to support@apexclassaction.com by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Resendiz vs. Canyon Restaurant, LTD., LP* lawsuit. The request to opt-out should state the Class Member's full name, address, and telephone number or email address. Please include the name and number of the case, which is *Resendiz vs. Canyon Restaurant, LTD., LP*, Case No. 24CV00190. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is PO Box 54668, Irvine, CA 92619. Written requests for exclusion that are postmarked after August 7, 2026, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. At least sixteen (16) court days before the Final Approval Hearing, scheduled for October 5, 2026, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Resendiz vs. Canyon Restaurant, LTD., LP* or on the Court's website via the Register of Actions page for the California Superior Court for the County of Santa Barbara (<https://www.santabarbara.courts.ca.gov/online-services/case-records-search>) and entering the Case No. 24CV00190.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval, or the attorneys' fees, litigation expenses and service payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is August 7, 2026.** You may also fax the dispute to (949) 989-4428 or email to support@apexclassaction.com. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Resendiz vs. Canyon Restaurant, LTD., LP*, Case No. 24CV00190, and include your name, current address, telephone number, email address, and approximate dates of employment for Defendants and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action LLC

Email Address: support@apexclassaction.com

Mailing Address: PO Box 54668, Irvine, CA 92619

Telephone Number: 1-800-355-0700

Fax Number: (949) 989-4428

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. If you do wish to appear at the hearing, check the Court's website for the most current information concerning appearances and procedures at

the Court - <https://www.santabarbara.courts.ca.gov/general-information/remote-appearance-zoom-information>. You may also have the option to appear at the hearing by audio or video. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

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COUNSEL FOR DEFENDANT:

Landon Schwob
Sohin Gautam
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9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 10:00 a.m. (Pacific Standard Time) on October 5, 2026, in Department 5 of the Superior Court of California, County of Santa Barbara, located at 1100 Anacapa Street, Santa Barbara, CA 93101, before Judge Colleen K. Sterne. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.santabarbara.courts.ca.gov/general-information/remote-appearance-zoom-information>.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Resendiz vs. Canyon Restaurant, LTD., LP*. In addition, hearing dates are posted on the Internet via the Register of Actions page for the California Superior Court for the County of Santa Barbara (<https://www.santabarbara.courts.ca.gov/online-services/case-records-search>) and entering the Case No. 24CV00190.

10. How Can I Get More Information?

You may call the Administrator at 1-800-355-0700 or write to *Resendiz vs. Canyon Restaurant, LTD., LP* Administrator, c/o PO Box 54668, Irvine, CA 92619.

This Class Notice summarizes the proposed settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment, the motion for final approval and for attorneys' fees and costs or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Resendiz vs. Canyon Restaurant, LTD., LP*, where these documents will be posted as they become available. You may also get more details by examining the Court's file on the Internet via the Register of Actions for the San Diego County Superior Court (<https://www.santabarbara.courts.ca.gov/online-services/case-records-search>) and entering the Case No. 24CV00190. If you wish to view the Court files in person, you must go to the Clerk's Office at 1100 Anacapa Street, Santa Barbara, CA 93101.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail To Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the Court-approved charity, proposed to be Legal Aid at Work.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.