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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE 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**

NOTICE OF ENTRY OF 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

TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

YOU ARE HEREBY NOTIFIED THAT on October 6, 2026, the Court entered the Judgment in the above entitled action. A true and correct copy of the Judgment is attached hereto as Exhibit #1.

Respectfully submitted,

Dated: October 8, 2026

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: */s/ Kyle Nordrehaug*
Kyle R. Nordrehaug
Attorneys for Plaintiff

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

On October 8, 2026, I served the document(s) described as:

1. Notice of Entry of Judgment

X (BY ELECTRONIC SERVICE): Pursuant to CCP §1010.6, I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following confirmed e-mail address(es):

Todd B. Scherwin
E-Mail: tscherwin@fisherphillips.com
Landon R. Schwob
E-Mail: lschwob@fisherphillips.com
Negar Nourmohamadi
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FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071

Attorneys for Defendants

X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X (State): I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 8, 2026, at La Jolla, California.

By: */s/ Kyle Nordrehaug*
Kyle R. Nordrehaug, Esq.

EXHIBIT #1

Pursuant to CRC 2.259 this document has been electronically filed by the Superior Court of California, County of Santa Barbara, on 9/08/2026

NB

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Attorneys for Plaintiff

FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA
10/06/2026
Angela Braun, Executive Officer
BY Chavez, Terri
Deputy Clerk

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

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

I.

FINDINGS

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

1. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending before the California Superior Court for the County of Santa Barbara, and over all Parties to this litigation, including the Class.

3. Based on a review of the papers submitted by Plaintiff and a review of the applicable law, the Court finds that the Gross Settlement Amount of Seven Hundred Twenty-Five Thousand Dollars ($725,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.

4. The Court further finds that the Settlement was the result of arm's length negotiations conducted after Class Counsel had adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of the Settlement, the significant risks relating to certification, liability, and damages issues, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

Preliminary Approval of the Settlement

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

only.

Notice to the Class

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

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

Fairness Of Settlement

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

a. The settlement was reached through arm's-length bargaining between the

parties during an all-day mediation before Louis Marlin, an experienced mediator of wage and hour class actions. There has been no collusion between the parties in reaching the proposed settlement.

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

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

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

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

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

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

Attorneys' Fees and Costs

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

Class Representative Service Payment

12. The Agreement provides for a Class Representative Service Payment of not more than $15,000 to the Plaintiff, subject to the Court's approval. The Court finds that a Class

Representative Service Payment in the amount of $15,000 to the Plaintiff is reasonable in light of the risks and burdens undertaken by the Plaintiff in the litigation and for her time and effort in bringing and prosecuting this matter on behalf of the Class.

Administration Expenses Payment

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

PAGA Penalties

14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount of $15,000, which shall be allocated with 75% ($11,250) allocated to the LWDA PAGA Payment and 25% ($3,750) allocated to the Individual PAGA Payments to 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. "Aggrieved Employees" are 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). The Court finds the PAGA Penalties to be reasonable. All Aggrieved Employees will be sent their share of the PAGA Penalties and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement.

II.

ORDERS

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

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

> 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).

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

17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class. 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. If Defendants miss the first or second payment, then the total amount less any payments made will immediately become due.

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

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

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

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

22. The Agreement and this Settlement are not an admission by Defendants, nor is this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by Defendants or that this Action is appropriate for class treatment (other than for

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

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

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

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

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

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

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

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

29. 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.

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

31. 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.

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

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

Dated: **10/06/2026**

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