

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (together with Exhibit A, the “Agreement”) is made by and between David Backhaus, Andrea Merino Lopez, Lusine Nalbandian, Taleena Pelayo, Narciso Chan Sosa, and Antonio Leira (“Plaintiffs”), individually and on behalf of the putative class, the State of California, and the allegedly aggrieved employees, and defendant Langham Hotels Pacific Corporation (the “Langham”). The Agreement refers to Plaintiffs and the Langham collectively as “Parties,” or individually as a “Party.”

1. DEFINITIONS.

1.1. **“Action”** means Plaintiffs’ lawsuits alleging wage and hour violations against the Langham, consolidated under caption *David Backhaus, et al. v. The Langham Huntington Hotel and Spa, et al.*, Los Angeles Superior Court Case No. 19STCV24251, which was consolidated with *Taleena Pelayo v. Langham Hotels Pacific Corporation*, Los Angeles Superior Court Case No. 19STCV31136 and *Narciso Chan Sosa, et al. v. Langham Hotels Pacific Corporation, et al.*, Los Angeles Superior Court Case No. 20STCV36405.

1.2. **“Administrator”** means CPT Group, Inc., the neutral third-party administrator who the Parties have agreed to appoint to administer the Settlement, pursuant to Court approval.

1.3. **“Administration Expenses Payment”** means the amount the Administrator will be paid from the Gross Settlement Amount (subject to Court approval) to reimburse its reasonable fees and expense, not to exceed Thirty Thousand Dollars (\$30,000).

1.4. **“Aggrieved Employees”** means all current and former hourly paid or non-exempt employees who have worked for the Langham in the State of California at any time during the PAGA Period.

1.5. **“Class”** means all current and former hourly paid or non-exempt employees who have worked for the Langham in the State of California at any time during the Class Period.

1.6. **“Class Counsel”** means The Cullen Law Firm, APC, CounselOne PC, and the Law Office of Donald Potter.

1.7. **“Class Counsel Litigation Expenses Payment”** means the Court approved amount allocated to Class Counsel for reimbursement of reasonable and actual litigation costs incurred to prosecute the Action, not to exceed Forty Thousand Dollars (\$40,000).

1.8. **“Class Data”** means Class Member identifying information in the Langham’s possession, including each Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. **“Class Member”** means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. **“Class Member Address Search”** means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. **“Class Notice”** means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, with a Spanish translation, in the form, without material variation, attached as **Exhibit A** to this Agreement, and incorporated by reference into this Agreement.

1.12. **“Class Period”** means the period from July 12, 2015 through April 16, 2023.

1.13. **“Class Representatives”** means the named Plaintiffs in the Action, David Backhaus, Andrea Merino Lopez, Lusine Nalbandian, Taleena Pelayo, Narciso Chan Sosa, and Antonio Leira, who are seeking Court approval to serve as Class Representatives.

1.14. **“Class Representative Service Payment”** means the payment to each of the Class Representatives for initiating the Action and providing services in support of the Action, in an aggregate amount not to exceed Sixty Thousand Dollars (\$60,000, or \$10,000 to each named Plaintiff).

1.15. **“Complaint”** means the First Consolidated Amended Class Action Complaint filed in the Action on or about March 15, 2021.

1.16. **“Court”** means the Superior Court of California, County of Los Angeles.

1.17. **“Defense Counsel”** means Sabrina L. Shadi, Nicholas D. Poper, and Matthew J. Goodman of Baker & Hostetler LLP.

1.18. **“Effective Date”** means the earliest date by which both of the following have occurred: (a) the Court enters Judgment based on its Final Approval of the Settlement; and (b) the Judgment becomes final. The Judgment becomes final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; or (b) if one or more Participating Class Members object to the Settlement, the first day when the Judgment can no longer be appealed, which is either (i) the day after the deadline for filing a notice of appeal from the Judgment, if no timely appeal from the Judgment is filed, or (ii) the day after the appellate court affirms the Judgment and issues a remittitur, if an appeal from the Judgment is timely filed.

1.19. **“Fee Award”** means the Court-approved award of attorneys’ fees to be paid to Class Counsel for the services they rendered on behalf of Plaintiffs, the Class, and the Aggrieved Employees. Class Counsel will not seek, and the Langham will not oppose, attorneys’ fees of more than thirty five percent (35%) of the Gross Settlement Amount (or \$682,500) as their Fee Award.

1.20. **“Final Approval”** means the Court’s order granting final approval of the Settlement and entering judgment.

1.21. **“Final Approval Hearing”** means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.22. **“Gross Settlement Amount”** means the non-reversionary total amount that the Langham shall pay in connection with this Settlement, in exchange of the release of claims described in Paragraph 5 of this Agreement. The Gross Settlement Amount is the gross sum not to exceed One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000), plus the Langham’s share of any applicable payroll taxes on the wage portions of the Individual Class Payments (to be paid separately). The Gross Settlement Amount and the Langham’s share of payroll taxes comprises the total amount the Langham agrees to pay, can ever be required to pay, or can ever cause to be paid, under the Settlement. The Gross Settlement Amount will be used to fund the following payments: (a) the Individual Class Payments, (b) the Individual PAGA Payments, (c) the LWDA PAGA Payment, (d) the Fee Award to Class Counsel; (e) the Class Counsel Litigation Expenses Payment, (f) the Class Representative Service Payments, and (g) the Administration Expenses Payment. No portion of the Gross Settlement Amount will revert to the Langham for any reason. Under no circumstances will the Langham be required to pay or cause to be paid greater than the Gross Settlement Amount and the Langham’s share of payroll taxes under this Settlement, except as provided in Paragraph 9 below.

1.23. **“Individual Class Payment”** means each Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. **“Individual PAGA Payment”** means each Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.25. **“Judgment”** means the judgment entered by the Court upon granting Final Approval.

1.26. **“The Langham”** means Langham Hotels Pacific Corporation, the defendant in the Action.

1.27. **“LWDA”** means the California Labor and Workforce Development Agency, the agency entitled, under California Labor Code § 2699(i).

1.28. **“LWDA PAGA Payment”** means the 75% of the PAGA Penalties paid to the LWDA pursuant to California Labor Code § 2699(i).

1.29. **“Net Settlement Amount”** means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: (a) the Individual PAGA Payments, (b) the LWDA PAGA Payment, (c) the Class Representative Service Payments, (d) the Fee Award, (e) the Class Counsel Litigation Expenses Payment, and (f) the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.30. **“Non-Participating Class Member”** means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.31. **“PAGA Pay Period”** means any pay period during which an Aggrieved Employee worked for the Langham for at least one day during the PAGA Period.

1.32. **“PAGA Period”** means the period from September 3, 2018 through April 16, 2023.

1.33. **“PAGA”** means the Private Attorneys General Act of 2004, at California Labor Code §§ 2698 *et seq.*

1.34. **“PAGA Notice”** means Plaintiffs’ respective letters to the Langham and the LWDA providing notice pursuant to California Labor Code § 2699.3(a).

1.35. **“PAGA Penalties”** means the total amount of One Hundred Fifty Thousand Dollars (\$150,000) in PAGA penalties to be paid from the Gross Settlement Amount, 25% of which (\$37,500) shall be paid to the Aggrieved Employees, and 75% of which (\$112,500) shall be paid to the LWDA in settlement of the Released PAGA Claims.

1.36. **“Participating Class Member”** means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37. **“Plaintiffs”** means David Backhaus, Andrea Merino Lopez, Lusine Nalbandian, Taleena Pelayo, Narciso Chan Sosa, and Antonio Leira, the named Plaintiffs in the Action.

1.38. **“Preliminary Approval”** means the Court’s Order Granting Preliminary Approval of the Settlement.

1.39. **“Preliminary Approval Order”** means the proposed Order Granting Preliminary Approval of the Settlement.

1.40. **“Released Class Claims”** means the claims being released as described in Paragraphs 5.2 and 5.4 below.

1.41. **“Released PAGA Claims”** means the claims being released as described in Paragraph 5.3 and 5.4 below.

1.42. **“Released Parties”** means Langham Hotels Pacific Corporation and any of its past, present, and future parents, subsidiaries, affiliates, predecessors or successors, and all agents, employees, officers, directors and attorneys or legal representatives thereof.

1.43. **“Request for Exclusion”** means a Class Member’s submission of a written request to be excluded from the Settlement’s release of class action claims signed by the Class Member.

1.44. **“Response Deadline”** means sixty (60) days after the Administrator mails Class Notices to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Released Class Claims of the Settlement, or (b) fax, email, or mail written objections to class components of the Settlement. For Class Members to whom Class Notices are re-mailed after having been returned undeliverable to the Administrator, the Response Deadline shall be extended by an additional fourteen (14) days.

1.45. “**Settlement**” means the disposition of the Action effected by this Agreement and the Judgment.

1.46. “**Workweek**” means any week during which a Class Member worked for the Langham for at least one day during the Class Period.

2. **RECITALS.**

2.1. On July 12, 2019, Plaintiff David Backhaus filed a putative class action in Los Angeles Superior Court on on behalf of himself and similarly situated current and former non-exempt employees of the Langham. On September 4, 2019, plaintiff Taleena Pelayo filed a related putative class action in state court against the Langham. On September 23, 2020, Plaintiffs Narciso Chan Sosa and Antonio Leiria filed a related putative class action in state court against the Langham. On March 15, 2021, the Court consolidated aforementioned three cases.

2.2. On March 15, 2021, Plaintiffs filed the operative Complaint alleging the following putative class action and representative claims against the Langham: (1) unpaid wages and overtime; (2) reporting time pay; (3) failure to provide meal breaks; (4) failure to provide rest breaks; (5) failure to provide accurate itemized wage statements; (6) failure to timely pay all wages owed upon separation of employment; (7) declaratory relief; (8) unfair competition pursuant to California Business and Professions Code § 17200 *et seq.*; (9) violation of California Labor Code § 558; (10) violation of California Labor Code § 1174(d); and (11) violations of the Private Attorneys General Act, California Labor Code § 2699 *et seq.* (“PAGA”).

2.3. Pursuant to California Labor Code § 2699.3(a), Plaintiffs gave written notice to the Langham and the LWDA by sending the PAGA Notice.

2.4. On January 19, 2023, the Parties participated in an all-day mediation presided over by mediator Jill Sperber, Esq., which led to this Agreement to settle the Action. The Parties represent that, prior to mediation, they conducted significant investigation of the facts and law through formal and informal discovery. The Langham produced documents relating to its policies, practices, and procedures regarding its wage and hour practices, paying non-exempt employees for all hours worked, meal and rest period policies, meal and rest premiums paid, and timekeeping, payroll and operational policies. As part of the Langham’s production, Class Counsel represent they also reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Class Counsel to understand the number of workweeks and pay periods in the Class Period and the PAGA Period. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged within the course and scope of the Parties’ mediation, are more than sufficient to assess the merits of the respective Parties’ positions and to compromise the issues on a fair and equitable basis. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1. **Gross Settlement Amount.** The Langham promises to pay a total sum of not to exceed One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000). Under no circumstances will the Langham be required to pay or cause to be paid greater than the Gross Settlement Amount under the terms of this Settlement, except as to the Langham's share of any applicable payroll taxes for that portion of the Gross Settlement Amount attributed as wages (which shall be paid separately). The Langham has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to the Langham.

3.2. **Payments from the Gross Settlement Amount.** The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

a. **To Plaintiffs:** Class Representative Service Payments, subject to Court approval, of not more than Ten Thousand Dollars (\$10,000) to each Class Representative (or an aggregate amount not to exceed \$60,000) in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member. The Langham will not oppose Plaintiffs' requests for Class Representative Service Payments that do not exceed this amount. Plaintiffs will seek Court approval for any Class Representative Service Payments. Plaintiffs and Class Counsel shall file this motion no later than 16 court days prior to the Final Approval Hearing. If the Court approves an amount of Class Representative Service Payments that is less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for all employee taxes owed on their respective Class Representative Service Payments.

b. **To Class Counsel:** A Fee Award, subject to Court approval, in an amount up to thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be Six Hundred Eighty-Two Thousand Five Hundred Dollars (\$682,500), which will compensate Class Counsel for all work performed and to be performed in the Action. In addition, Class Counsel shall, subject to Court approval, receive reimbursement of Class Counsel Litigation Expenses Payment of not more than Forty Thousand Dollars (\$40,000). The Langham will not oppose requests for these payments that do not exceed these amounts. The Administrator will pay the Fee Award and Class Counsel Litigation Expenses Payment using IRS Forms 1099. Class Counsel assumes full responsibility and liability for taxes owed on the Fee Award and the Class Counsel Litigation Expenses Payment and holds Released Parties harmless, and indemnifies Released Parties, from any dispute or controversy regarding any division or sharing of these payments.

c. **To the Administrator:** Settlement Administration costs shall not exceed Thirty Thousand Dollars (\$30,000), except for a showing of good cause and as approved by the Court. To the extent the Settlement Administration costs are less, or the Court approves payment of less than \$30,000, the Administrator will allocate the remainder to the Net Settlement Amount.

d. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the total Workweeks worked by each Participating Class Member during the Class Period.

(1) Tax Allocation of Individual Class Payments. Twenty-five percent (25%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on IRS Form W-2. The remaining seventy-five percent (75%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS Form 1099. Each Participating Class Member assumes full responsibility and liability for any employee taxes owed on his or her Individual Class Payment.

(2) Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

e. To the LWDA and Aggrieved Employees: PAGA Penalties in the total amount of One Hundred Fifty Thousand Dollars (\$150,000) to be paid from the Gross Settlement Amount. Seventy-five percent (75%) of PAGA Penalties (\$112,500) shall be allocated to the LWDA PAGA Payment, and twenty-five percent (25%) of PAGA Penalties (\$37,500) shall be allocated to the Individual PAGA Payments.

(1) The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$37,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees, and (b) multiplying the result by the total PAGA Pay Periods worked by each Aggrieved Employee. Each Aggrieved Employee assumes full responsibility and liability for any taxes owed on his or her Individual PAGA Payment.

(2) If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Delivery of Class Data. Within thirty (30) days after the Court grants Preliminary Approval, the Langham will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. The Langham has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which the Langham must send the

Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2. Funding of Gross Settlement Amount. The Langham shall fully fund the Gross Settlement Amount, including all amounts necessary to fully pay the Langham's share of any applicable payroll taxes, by transmitting such funds to the Administrator no later than twenty-one (21) days after the Effective Date.

4.3. Payments from the Gross Settlement Amount. Within fourteen (14) days after the Langham funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Fee Award, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

a. The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to all Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members, including those whose Class Notices were returned undeliverable. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees, and including those Aggrieved Employees whose Class Notices were returned undeliverable. The Administrator may send Participating Class Members who are also Aggrieved Employees a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

b. The Administrator must conduct a Class Member Address Search for all other Participating Class Members and Aggrieved Employees whose checks are returned undeliverable without USPS forwarding addresses. Within five (5) business days of receiving a returned check, the Administrator must re-mail checks to the forwarding address provided by USPS, or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and Aggrieved Employees whose re-mailed checks are returned as undeliverable. The Administrator shall promptly send a replacement check requested by any Participating Class Member or Aggrieved Employee whose original check was lost or misplaced prior to the check void date.

c. For any Participating Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, and for any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Controller's Unclaimed Property Fund, in the name of the Participating Class Member and/or Aggrieved Employee, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384(b). Participating Class Members whose Individual Class Payment checks are cancelled shall, nevertheless, be bound by the

Class Settlement. Aggrieved Employees whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by the Released PAGA Claims.

d. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate the Langham to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when the Langham fully funds the entire Gross Settlement Amount, which includes all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1. **Plaintiffs' Release.** Plaintiffs and each of their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties, in exchange for consideration provided in this Agreement, from any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, interest, attorneys' fees, costs, liabilities, expenses, and losses arising from or related to all facts, transactions, and occurrences which occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged based on the facts alleged in the operative Complaint and facts alleged in Plaintiffs' PAGA Notices; (b) all claims that were, or reasonably could have been, ascertained during the Action, and (c) all claims released pursuant to Paragraph 5.4 below ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or to claims or actions based on occurrences outside the Class Period. Plaintiffs acknowledges that they may discover facts or law different from, or in addition to, the facts or law that they now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts, or their discovery of those facts.

a. **Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

5.2. **Release by Participating Class Members Who Are Not Aggrieved Employees:** All Participating Class Members Who Are Not Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties, in exchange for consideration provided in this Agreement, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney's fees, damages, action or causes of action asserted in the operative Complaint or which could have been asserted based on the factual allegations in the operative Complaint and in Plaintiffs' respective PAGA Notices, during Class Period, including but not limited to: (a) failure to

pay minimum wage or overtime wages; (b) underpaid minimum wages or overtime wages; (c) failure to pay reporting time pay; (d) failure to provide meal or rest periods or to pay meal or rest period premiums; (e) underpaid meal or rest period premiums; (f) failure to timely furnish accurate, itemized wage statements; (g) failure to timely pay all wages owed upon separation of employment; (h) unfair business practices in violation of California Business & Professions Code § 17200 *et seq.*; (i) any right or claim for civil penalties (except PAGA Penalties) pursuant to the California Labor Code or Wage Orders; (j) failure to maintain accurate and complete payroll records; and (k) any violation or breach of the California Labor Code arising from or related to the conduct or omission alleged, or could have reasonably been alleged, in the operative Complaint and the conduct or omission ascertained in the course of the Action, including without limitation, any violation or breach of California Labor Code §§ 201, 201(a), 202(a), 203, 204, 210, 226, 226.2, 226.3, 226.7, 246, 247, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, and 1198, 2751, as well as IWC Wage Order No. 5-2001, or any other similar state or local statute, wage order, rule, regulation, ordinance, or authority (“Released Class Claims”). Except as set forth in Paragraph 5.4 of this 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 claims based on facts occurring outside the Class Period.

5.3. Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties, in exchange for consideration provided in this Agreement, from any and all claims for PAGA civil penalties that are asserted in the operative Complaint or which could have been asserted based on the factual allegations in the operative Complaint and in Plaintiffs’ respective PAGA Notices, during PAGA Period, including but not limited, to any right or claim for PAGA penalties predicated on: (a) failure to pay minimum wage or overtime wages; (b) underpaid minimum wages or overtime wages; (c) failure to pay reporting time pay; (d) failure to provide meal or rest periods or to pay meal or rest period premiums; (e) underpaid meal or rest period premiums; (f) failure to timely furnish accurate, itemized wage statements; (g) failure to timely pay all wages owed upon separation of employment; (h) any right or claim for civil penalties pursuant to the California Labor Code or Wage Orders; (j) failure to maintain accurate and complete payroll records; and (k) any violation or breach of the California Labor Code arising from or related to the conduct or omission alleged, or could have reasonably been alleged, in the operative Complaint and the conduct or omission ascertained in the course of the Action, including without limitation, any violation or breach of California Labor Code §§ 201, 201(a), 202(a), 203, 204, 210, 226, 226.2, 226.3, 226.7, 246, 247, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, and 1198, 2751, as well as IWC Wage Order No. 5-2001, or any other similar state or local statute, wage order, rule, regulation, ordinance, or authority (“Released PAGA Claims”).

5.4. Release by Participating Class Members Who Are Aggrieved Employees: All Participating Class Members who are Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties, in exchange for consideration provided in this Agreement, from all Released Class Claims set forth in Paragraph 5.2 above and all Released PAGA Claims set forth in Paragraph 5.3 above.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1. The Langham’s Declaration in Support of Preliminary Approval. Within seven (7) days of the full execution of this Agreement, but not later than March 16, 2023, the Langham will prepare and deliver to Class Counsel a signed Declaration from the Langham and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and the Langham shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699 (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3(a)), operative Complaint (Labor Code § 2699(l)(1)), this Agreement (Labor Code § 2699(l)(2)); (vii) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their Declarations, Plaintiffs and Class Counsel Declarations shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval, which they expect will occur no later than March 16, 2023. Class Counsel are responsible for obtaining from the Court a prompt hearing date for the Motion for Preliminary Approval and appearing in Court to advocate in favor of the Motion for Preliminary Approval, delivering the Court’s Preliminary Approval to the Administrator, and submitting copies of the Motion for Preliminary Approval of the Settlement to the LWDA on the same day that it is filed with the Court.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary

Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members.

a. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

b. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice, with Spanish translation, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate (1) the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and (2) the number of Workweeks and/or PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update the Class Members' addresses using the National Change of Address database.

c. No later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undeliverable, the Administrator shall re-mail the Class Notice, via first-class USPS mail, using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notices are returned by the USPS a second time.

d. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen

(14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

e. If the Administrator, the Langham, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) days after their respective receipt of the Class Notices, or the Response Deadline provided in the Class Notices, whichever is later.

7.5. Class Members' Requests for Exclusion (Opt-Outs).

a. Class Members who wish to exclude themselves from (or opt-out of) the Settlement's release of class action claims must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion no later than the Response Deadline – *i.e.*, 60 days after the Administrator mails the Class Notice (plus an additional 14 days for any Class Member whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's choice to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

b. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

c. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.4 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

d. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

e. Challenges to Calculation of Workweeks and PAGA Pay Periods. Each Class Member and Aggrieved Employee shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member and/or Aggrieved Employee may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member and/or Aggrieved Employee to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Aggrieved Employee's allocation of PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.6. Objections to Settlement.

a. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Fee Award, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments.

b. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

c. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.7. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

a. Website, Email Address, and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing, and copies of the Settlement Agreement, the Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel's Fee Award, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments, the Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

b. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. No later than five (5) days after the expiration of the Response Deadline, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of

Class Members who have timely submitted valid Requests for Exclusion (the “Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

c. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

d. Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member and/or Aggrieved Employee challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

e. Administrator’s Declaration. No later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

f. Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS ESTIMATES AND ESCALATOR CLAUSE

Based on a review of its records to date, the Langham estimates that Class Members collectively worked approximately 146,420 Workweeks during the period from December 17, 2015 through January 13, 2023, which the Parties estimate to be 152,150 Workweeks when extrapolated through April 16, 2023. Should the total number of Workweeks worked by all Class Members during the Class Period increase beyond five percent (5%) worked by the Class Members during the period of December 17, 2015 through April 16, 2023 (i.e., more than 159,758 Workweeks), the Langham

shall increase the Net Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above five percent (5%).

9. THE LANGHAM'S RIGHT TO WITHDRAW

Notwithstanding any other provision of this Agreement, if more than ten percent (10%) of the total Class Members opt-out or submit a Request for Exclusion from the Settlement, the Langham retains the right, in the exercise of its sole discretion, to withdraw from the Settlement within fifteen (15) days after expiration of the opt-out period set by the Court. The Parties agree that, if the Langham withdraws, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement, provided, however, the Langham will remain responsible for paying all Settlement Administration Expenses incurred to that point. The Langham must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL

No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code § 2699(l), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel no later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Fee Award, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Fee Award and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all

Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT

If any amended judgment is required under California Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by the Langham that any of the allegations in the operative Complaint have merit or that the Langham has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that the Langham's defenses in the Action have merit. The Parties agree that class certification and representative treatment are for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval, or enter Judgment, the Langham reserves the right to contest certification of any class, and the manageability of any representative claim, for any reasons, and the Langham reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest the Langham's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation, except for proceedings to enforce or effectuate the Settlement and this Agreement.

12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, the Langham, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will

be instructed to keep this Agreement confidential; (2) the Langham's parent, subsidiary, affiliate, or successor entities; (4) counsel in a related matter; (5) to the extent necessary to report income to appropriate taxing authorities; (6) in response to a court order or subpoena; or (7) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, the Langham, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of the Settlement, to object to the Settlement, or appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members

12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit(s) shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and the Langham, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of Ms. Sperber and/or the Court for resolution.

12.8. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.9. No Tax Advice. Neither Plaintiffs, Class Counsel, the Langham, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.12. Applicable Law. All terms and conditions of this Agreement and its exhibit(s) will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was its drafter or participated in its drafting.

12.14. Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be on and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement. No Signature Required by Class Members. Only the Plaintiffs will be required to execute this Settlement Agreement. The Settlement Notice will advise all Class Members of the binding nature of the release, and such shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

12.15. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.16. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by the Langham in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from the Langham unless, prior to the Court's discharge of the Administrator's obligation, the Langham makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.17. Invalidity of Any Provision; Severability. Before declaring any provision of this Settlement invalid, the Parties request that the Court first attempt to construe the provisions valid, to the fullest extent possible, consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected.

12.18. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.19. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.20. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

THE CULLEN LAW FIRM, APC
Paul T. Cullen (paul@cullenlegal.com)
19360 Rinaldi Street, Box 647
Porter Ranch, CA 91326
Telephone: (818) 360-2529

LAW OFFICE OF DONALD POTTER
Donald Potter (dp@donpotterlaw.com)
155 North Lake Avenue, Suite 800
Pasadena, California 91101
Telephone: 626.744.1555
Facsimile: 626.389.0592

COUNSELONE, PC
Anthony J. Orshansky (anthony@counselonegroup.com)
Justin Kachadoorian (justin@counselonegroup.com)
9301 Wilshire Boulevard, Suite 650
Beverly Hills, California 90210
Telephone: (310) 277-9945
Facsimile: (424) 277-3727

To the Langham:

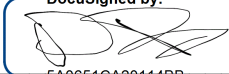
BAKER & HOSTETLER LLP
Sabrina L. Shadi (sshadi@bakerlaw.com)
Nicholas D. Poper (npoper@bakerlaw.com)
Matthew J. Goodman (mgoodman@bakerlaw.com)
11601 Wilshire Boulevard, Suite 1400
Los Angeles, CA 90025-0509
Telephone: 310.820.8800

12.21. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IT IS SO AGREED.

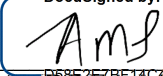
For Plaintiff David Backhaus:

Dated: 3/28/2023, 2023

DocuSigned by:

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 DAVID BACKHAUS

For Plaintiff Andrea Merino Lopez:

Dated: 3/27/2023, 2023

DocuSigned by:

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 ANDREA MERINO LOPEZ

For Plaintiff Lusine Nalbandian:

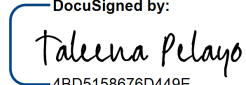
Dated: 3/28/2023, 2023

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 LUSINE NALBANDIAN

For Plaintiff Taleena Pelayo:

Dated: 3/28/2023, 2023

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 TALEENA PELAYO

For Plaintiff Narciso Chan Sosa:

Dated: _____, 2023

 NARCISO CHAN SOSA

For Plaintiff Antonio Leira:

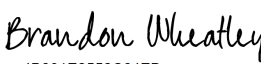
Dated: _____, 2023

ANTONIO LEIRA

For Defendant:

Dated: 3/27/2023 | 2:41 PM EDT
_____, 2023

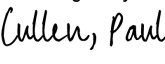
LANGHAM HOTELS PACIFIC CORPORATION

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By: _____
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Title: Sr. Employment Counsel, Dir. of ER/HR Compl.

APPROVED AS TO FORM:

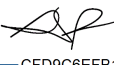
Dated: 3/27/2023
_____, 2023

CULLEN LAW FIRM, APC

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By: _____
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Paul T. Cullen
Attorneys for Plaintiffs and the Class

Dated: 3/28/2023
_____, 2023

LAW OFFICE OF DONALD POTTER

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By: _____
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Donald Potter
Attorneys for Plaintiffs and the Class

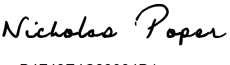
Dated: _____, 2023

COUNSELONE PC

By: _____
Anthony J. Orshansky
Attorneys for Plaintiffs and the Class

Dated: 3/27/2023 | 3:01 PM EDT
_____, 2023

BAKER & HOSTETLER LLP

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By: _____
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Sabrina L. Shadi
Nicholas D. Poper
Attorneys for Defendant

For Plaintiff Antonio Leira:

Dated: 03 / 27 / 2023, 2023



ANTONIO LEIRA

For Defendant:

LANGHAM HOTELS PACIFIC CORPORATION

Dated: _____, 2023

By: _____

Title: _____

APPROVED AS TO FORM:

CULLEN LAW FIRM, APC

Dated: _____, 2023

By: _____

Paul T. Cullen

Attorneys for Plaintiffs and the Class

LAW OFFICE OF DONALD POTTER

Dated: _____, 2023

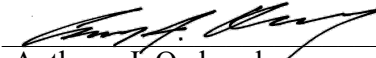
By: _____

Donald Potter

Attorneys for Plaintiffs and the Class

COUNSELONE PC

Dated: March 27, 2023

By: 

Anthony J. Orshansky

Attorneys for Plaintiffs and the Class

BAKER & HOSTETLER LLP

Dated: _____, 2023

By: _____

Sabrina L. Shadi

Nicholas D. Poper

Attorneys for Defendant

12.21. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IT IS SO AGREED.

For Plaintiff David Backhaus:

Dated: _____, 2023

DAVID BACKHAUS

For Plaintiff Andrea Merino Lopez:

Dated: _____, 2023

ANDREA MERINO LOPEZ

For Plaintiff Lusine Nalbandian:

Dated: _____, 2023

LUSINE NALBANDIAN

For Plaintiff Taleena Pelayo:

Dated: _____, 2023

TALEENA PELAYO

For Plaintiff Narciso Chan Sosa:

Dated: 03 / 27 / 2023, 2023



NARCISO CHAN SOSA