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DAVID BACKHAUS, ANDREA MERINO LOPEZ and
6 LUSINE NALBANDIAN, individually on behalf of
themselves, and all others similarly situated, and the
7 general public

8 [ADDITIONAL COUNSEL LISTED ON NEXT PAGE]

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**
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14 DAVID BACKHAUS, ANDREA MERINO
LOPEZ, LUSINE NALBANDIAN,
15 TALEENA PELAYO, NARCISO CHAN
SOSA, and ANTONIO LEIRIA, individuals,
16 on behalf of themselves, all others similarly
situated, and the general public,

17
18 Plaintiffs,

19 vs.

20 THE LANGHAM HUNTINGTON HOTEL
AND SPA, a business entity of unknown form;
21 LANGHAM HOTELS PACIFIC
CORPORATION, a Delaware corporation;
22 PACIFIC LANGHAM SERVICES
CORPORATION, a Delaware corporation;
23 GREAT EAGLE HOLDINGS, a California
24 corporation; and DOES 1 to 10, inclusive,
25

26 Defendants.
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FILED
Superior Court of California
County of Los Angeles

02/09/2024

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

Case No.: 19STCV24251
[Consolidated with Case Nos. 19STCV31136
and 20STCV36405]

Assigned for all purposes to the
Hon. David S. Cunningham, Dept. SSC-11

**~~[PROPOSED]~~ ORDER GRANTING
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Final Approval Hearing

Date: February 6, 2024

Time: 10:00 a.m.

Dept: SSC-11

**~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL OF
CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

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12 Attorneys for Plaintiffs NARCISO CHAN SOSA and ANTONIO
LEIRIA, on behalf of themselves and others similarly situated

1 This matter came on regularly for hearing before this Court on February 6, 2024. Having
2 considered the Plaintiffs’ motion and the documents and evidence presented in support thereof,
3 and recognizing the disputed factual and legal issues involved in this case, the risks of further
4 prosecution and the substantial benefits to be received by the Settlement Class pursuant to the
5 settlement, the Court hereby makes a final ruling that the proposed settlement (i.e., the Class
6 Action and PAGA Settlement Agreement executed by the parties (“Settlement Agreement”)) is
7 fair, reasonable, and adequate, and is the product of good faith, arm’s-length negotiations between
8 the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff’s Motion for Final
9 Approval of Class and Representative Action Settlement and ORDERS as follows:

10 1. The conditional class certification contained in the Preliminary Approval Order is
11 hereby made final, and the Court thus certifies, for purposes of the settlement only, a Settlement
12 Class defined as:

13 “Class” means all current and former hourly paid or non-exempt employees who have worked
14 for the Langham in the State of California at any time during the Class Period.¹

15 For purposes of this class definition the **Class Period** is defined as July 12, 2015 through April 16,
16 2023², and the “Langham” is the Defendant’s hotel and spa in Pasadena, California (a.k.a. “the
17 Langham Huntington”).

18 2. Plaintiffs DAVID BACKHAUS, ANDREA MERINO LOPEZ, LUSINE
19 NALBANDIAN, TALEENA PELAYO, NARCISO CHAN SOSA, and ANTONIO LEIRIA, are
20 hereby confirmed as Class Representatives, and The Cullen Law Firm, APC; CounselOne, PC;
21 and the Law Office of Donald Potter are hereby confirmed as Class Counsel.

22 3. Notice was provided to the Class as set forth in the Settlement Agreement and
23 pursuant to the Preliminary Approval Order of this Court. The form and manner of notice were
24 approved by the Court on August 17, 2023, and the notice process has been completed in
25 conformity with the Court’s Preliminary Approval Order. The Court finds that said notice was the
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27 ¹ The “Class” and “Class Period” are defined, respectively, in paragraphs 1.5 and 1.12 of the
28 Settlement Agreement.

² Settlement Agreement, ¶ 1,12 (“Class Period”).

1 best notice practicable under the circumstances. The COURT APPROVED NOTICE OF CLASS
2 ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL (“Class
3 Notice”) provided due and adequate notice of the proceedings and matters set forth therein,
4 informed Class Members of their rights, and fully satisfied the requirements of California Code of
5 Civil Procedure section 1781(e), California Rules of Court, Rule 3.769, and due process.

6 4. The Court finds that no Settlement Class Members objected and only one opted out
7 of the settlement, and that the nearly 100% participation rate in the settlement supports final
8 approval.

9 5. The Court hereby approves the settlement as set forth in the Amended Settlement
10 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Amended
11 Settlement Agreement according to its terms.

12 6. For purposes of settlement only, the Court finds that (a) the members of the
13 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
14 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
15 community of interest among members of the Settlement Class with respect to the subject matter
16 of the litigation; (c) the claims of the Class Representative are typical of the claims of the members
17 of the Settlement Class; (d) the Class Representative has fairly and adequately protected the
18 interests of the Settlement Class Members; (e) a class action is superior to other available methods
19 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
20 counsel for the Class Representative and the Settlement Class.

21 7. The Court finds that given the absence of objections to the settlement, and objections
22 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of
23 entry.

24 8. The Court orders that Defendant LANGHAM HOTELS PACIFIC CORPORATION,
25 a Delaware corporation (“Defendant”) to pay the Gross Settlement Amount of \$1,950,000, as
26 provided for in the Settlement Agreement. Pursuant to the terms of the Settlement Agreement, the
27 employer’s share of payroll taxes for the portion of the Net Settlement Amount allocated to wages
28 shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

1 9. The Court finds that the settlement payments, as provided for in the Settlement
2 Agreement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
3 distribute the individual payments in conformity with the terms of the Amended Settlement
4 Agreement.

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

11 11. The Court finds that the service awards in the amount of \$5,000 each for Plaintiffs
12 DAVID BACKHAUS, ANDREA MERINO LOPEZ, LUSINE NALBANDIAN, TALEENA
13 PELAYO, NARCISO CHAN SOSA, and ANTONIO LEIRIA are appropriate for the risks
14 undertaken by them and their service to the Settlement Class. The Court finds that these awards
15 are fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment
16 in conformity with the terms of the Amended Settlement Agreement.

17 12. The Court finds that attorneys' fees in the amount of \$649,935 and litigation costs of
18 \$26,126.15 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
19 Administrator distribute these payments to Class Counsel in conformity with the terms of the
20 Settlement Agreement. The Court further finds that the rates charged, and hours expended by
21 Class Counsel in the prosecution of this case, as set forth in their respective declarations, are
22 reasonable and consistent with the prevailing rates in Los Angeles.

23 13. The Court orders that the Settlement Administrator shall be paid \$16,750 from the
24 Gross Settlement Amount for all its work done and to be done until the completion of this matter
25 and finds that sum appropriate.

26 14. The Court finds that the payment to the California Labor & Workforce Development
27 Agency ("LWDA") in the amount of \$112,500 and to the Aggrieved Employees in the amount of
28 \$37,500 for the settlement of Plaintiff's representative action under the California Labor Code

Private Attorneys General Act (“PAGA”) is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the LWDA and Aggrieved Employees in conformity with the terms of the Settlement Agreement.

15. The Court finds and determines that upon satisfaction of all obligations under the Settlement Agreement, all Settlement Class Members and PAGA Group Members will be bound by the settlement, will have released the Released Claims as set forth therein, and will be permanently barred from prosecuting against the Released Parties any of the Released Claims.

16. The settlement is not an admission by Defendant nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the settlement, nor any document referred to herein, nor any action taken to carry out the settlement, shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

17. The Court will retain jurisdiction to enforce the Settlement Agreement, this Final Approval Order, and the Judgment entered in connection with the settlement.

18. Notice of entry of this Final Approval Order shall be given to Settlement Class Members by posting a copy of the Final Approval Order on Settlement Administrator’s website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order.

19. Class Counsel shall file a final report summarizing all distributions of settlement funds made pursuant to the approved settlement, supported by declaration, on or before May 16, 2025

_____, ~~2024~~

Dated: 02/09/2024



Hon. David S. Cunningham
Judge of the Superior Court