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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JENNIFER RAHAIM, LIZBETH
MARTINEZ, and FIONA KING, as
individuals and on behalf of all others similarly
situated,

Plaintiffs,

vs.

LANGHAM HOTELS PACIFIC
CORPORATION dba THE LANGHAM
HUNTINGTON, PASADENA, a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 25STCV10715

*[Case assigned for all purposes to the Hon.
Samantha P. Jessner, Dept. SSC-7]*

**DECLARATION OF PLAINTIFF
JENNIFER RAHAIM IN SUPPORT OF
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: January 27, 2027

Time: 10:00 a.m.

Dept.: SSC-7

Complaint Filed: April 9, 2025

Trial Date: None Set

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I, Jennifer Rahaim, declare as follows:

1. I am an individual over the age of 18 and am one of the named plaintiffs in this matter. This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I worked for Defendant Langham Hotels Pacific Corporation dba The Langham Huntington, Pasadena (“Langham”) as a non-exempt “Room Attendant” from approximately October 5, 2023 until I went out on a leave of absence in May 2024. During my employment with Langham, I was subject to Langham’s wage and hour policies and practices that are at issue in this case.

3. While working for Langham, I was subject to the company's timekeeping practices, which I believe resulted in me and other employees not being compensated for all hours actually worked. Prior to clocking in for my shift each day, I was required to put on my uniform before clocking in for my shift. I was also required to clock-out for my shift before taking off my uniform and traveling to the laundry room to deposit my uniform.

4. I also do not believe that Langham provided me with legally compliant meal periods as Langham only allowed me to take a total of 30-minutes for my meal periods but required me to travel to the cafeteria for my meal period. Getting to the cafeteria often took over 5 minutes and therefore, given that I had to be back at my workstation ready to work within the 30-minutes, I was often only able to take a 20-25 minute meal period. This was also the case with my rest periods. Often times, I would spend the majority of my rest periods traveling to the designated location for breaks rather than actually getting to rest. I was also often not allowed to take off-duty rest periods for every four hours worked, due to understaffing and work demands.

5. I also do not believe that Langham reimbursed me for all expenses incurred as Langham did not reimburse me for use of my cell phone. Often times I received text messages from my supervisors coordinating tasks and was put on a group chat with other coworkers and my supervisor for the purposes of scheduling and communicating. Despite this, I was not

1 reimbursed for my cellphone usage. As a result of this as well as the issues with my off-the-clock
2 work and meal and rest periods, it is my understanding that I was not paid all final wages owed
3 to me by Langham and was not provided with accurate wage statements. I also do not believe I
4 received all sick pay or vacation wages during my employment.

5 6. I have been actively involved in this case since I first retained Haines Law Group,
6 APC (“HLG”) in March 2025. Without waiving the attorney-client privilege, prior to filing this
7 lawsuit, my attorneys explained my role and responsibilities as a Class Representative, and I
8 understand my responsibilities as a Class Representative. Since retaining my attorneys, I have
9 had many discussions with the attorneys and staff at HLG, including discussions regarding
10 Langham’s wage and hour practices and my claims in this case, potential witnesses, litigation
11 strategy, updates on how the case was proceeding, the Settlement, and how I could help the case
12 and potential Settlement Class members. I also gathered and reviewed documents for use in the
13 lawsuit and reviewed relevant documents with my attorneys. I estimate that I have spent at least
14 35-40 hours on this case from the time I first spoke with my attorneys regarding this case until
15 the present. I also understand that as part of the Settlement, I have agreed to a general release of
16 claims against Langham, which is broader than the release of claims agreed to by other Settlement
17 Class Members.

18 7. When this lawsuit was filed, I understood that this lawsuit could benefit former
19 and current Langham employees by helping to recover their unpaid wages, unpaid meal and rest
20 period premiums, and other penalties. I knew there was a risk that I could be liable for Langham’s
21 costs if we lost the case. I accepted this risk because I wanted Langham to pay its current and
22 former employees for their unpaid wages and penalties. Even though I understood that filing a
23 lawsuit is a public record, I accepted that burden in order to help former, current, and future
24 Langham employees. As far as I am aware, I have no actual or potential conflicts with any of the
25 Settlement Class members.

26 8. I understand that my attorneys will request that the Court approve an enhancement
27 payment of \$7,500.00 for my efforts on behalf of the Settlement Class. I believe this amount is
28 reasonable based on the amount of time and effort I have devoted to this case and the risks I have

undertaken as a class representative, and my general release of claims, as described above. My support for the Settlement is not contingent on me receiving this enhancement payment.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on 09/04/26 in Los Angeles, California.


Jennifer Rahaim (Sep 4, 2026 13:37:58 PDT)
Jennifer Rahaim