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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 (Related to cases 25SCV17624 and 25STCV24715)

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

PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY 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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TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on January 27, 2027, at 10:00 a.m. in Department SSC-7 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, Plaintiffs Jennifer Rahaim, Lizbeth Martinez, and Fiona King (collectively, "Plaintiffs") individually and on behalf of a class of similarly situated individuals, will and hereby move this Court for:

1. Preliminary approval of the proposed class settlement of this lawsuit;
2. Pursuant to section 382 of the California Code of Civil Procedure, provisional certification of the following Settlement Class defined as follows:

   > All current and former non-exempt employees who worked for Defendant Langham Hotels Pacific Corporation dba The Langham Huntington, Pasadena in California at any time from April 17, 2023 through preliminary approval (the "Class Period").

3. Preliminary appointment of Plaintiffs as Class Representatives;
4. Preliminary appointment of Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC, and Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Jared C. Osborne, Kyle W. Wilson, Alexandra Rose, and Jasmine Y. Kianfard of Blackstone Law, APC as Class Counsel;
5. The scheduling of a hearing to consider whether the Settlement should be finally approved and to permit Class Representative Enhancement Payments to Plaintiffs, civil penalties payable to the Labor & Workforce Development Agency ("LWDA"), settlement administration costs, and attorneys' fees and costs to Class Counsel;
6. Appointment of ILYM Group, Inc., as the third-party Settlement Administrator for mailing notices; and
7. Approval of the proposed Class Notice and an order that it be disseminated to the proposed Settlement Class as provided in the Settlement Agreement.

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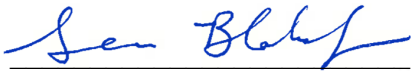
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This Motion is based on this Notice of Motion; the attached Memorandum of Points and Authorities; the supporting declarations of Sean M. Blakely, Paul K. Haines, Alexandra R. McIntosh, Jasmine Y. Kianfard, Plaintiff Rahaim, Plaintiff Martinez, Plaintiff King and Anthony Rogers of ILYM Group, Inc., and the exhibits attached thereto; the Settlement Agreement; the pleadings and other papers filed in this Action; and on any further oral or documentary evidence or argument presented at the time of the hearing.

Dated: September 9, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: 

Paul K. Haines
Sean M. Blakely
Alexandra R. McIntosh
Attorneys for Plaintiffs

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Jennifer Rahaim ("Plaintiff Rahaim"), Lizbeth Martinez ("Plaintiff Martinez"), and Fiona King ("Plaintiff King") (collectively, "Plaintiffs") brought this class and representative action for various wage and hour violations on behalf of current and former non-exempt employees of Defendant Langham Hotels Pacific Corporation dba The Langham Huntington, Pasadena ("Langham"), who worked for Langham in California from April 17, 2023, through the date of preliminary approval (the "Class Period"). The primary issues in this case pertain to Langham's allegedly unlawful timekeeping policies and practices, meal and rest period policies/practices, and its failure to reimburse its employees for cellphone expenses incurred. As a result of these alleged violations, Plaintiffs contend Langham is liable for wage statement penalties, waiting time penalties and civil penalties under the Private Attorneys' General Act ("PAGA"). [1]

Plaintiffs now respectfully request that this Court preliminarily approve this non-reversionary, common-fund class action settlement,[2] in which Langham has agreed to pay Six Hundred Eighty-Five Thousand Dollars and Zero Cents ($685,000.00) to the following Settlement Class:

> All current and former non-exempt employees who worked for Langham in California at any time from April 17, 2023 through preliminary approval (the "Class Period").

[1] Plaintiffs' Consolidated Second Amended Class and Representative Action Complaint ("SAC") pleads the following causes of action: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) failure to reimburse for all necessary business expenditures; (7) unfair competition in violation of Cal. Business & Professions Code § 17200, *et seq*.; (8) civil penalties under the Private Attorneys General Act, Cal. Labor Code § 2698 *et seq*. ("PAGA"); (9) failure to provide one day's rest in seven; (10) failure to timely pay wages during employment; (11) waiting time penalties; and (12) failure to pay all unused and accrued vacation wages at separation.

[2] The Stipulation of Settlement ("Settlement") is attached to the Declaration of Sean M. Blakely as **Exhibit 1**. The proposed Class Notice and Notice of Estimated Settlement Payment are attached to the Settlement as **Exhibit A**. All defined terms in this motion have the same definition as that in the Settlement.

If the Settlement is approved, Langham will pay a non-reversionary Gross Settlement Sum of $685,000.00. After deducting settlement administration costs, Plaintiffs' requested Class Representative Enhancement Payments, the amount set aside as PAGA civil penalties, and requested attorneys' fees and costs, the Net Settlement Amount ("NSA") of approximately $338,616.67 will be distributed to all Settlement Class members who do not opt out of the Settlement based on the proportionate number of workweeks worked by each Settlement Class member during the Class Period.

Significantly, Settlement Class members do not need to file a claim to reap the financial benefits of the Settlement, as all Settlement Class members will automatically receive a payment unless they affirmatively opt out. There are approximately 685 Settlement Class members, and the average payment to participating Settlement Class members is projected to be approximately $494.33, which is a good result for Settlement Class members, who will be releasing only those claims alleged in the Action.

The proposed Settlement is within the range of possible approval in light of the significant legal and factual obstacles that Plaintiffs faced, the risks and costs of further litigation, and the tangible monetary benefits to be received by Plaintiffs and the Settlement Class. For the reasons discussed herein, Plaintiffs respectfully request that this Court grant preliminary approval of the Settlement.

II. SUMMARY OF THE LITIGATION

A. THE PARTIES AND BRIEF PROCEDURAL HISTORY

Langham is a luxury resort located in Pasadena, California. *See* Declaration of Sean M. Blakely ("Blakely Decl."), ¶ 8. Plaintiff Rahaim worked for Langham from approximately October 5, 2023 through May 2024 in the non-exempt position of "Room Attendant." *See* Declaration of Jennifer Rahaim in Support of Approval of Class Action Settlement ("Rahaim Decl."), ¶ 2. Plaintiff Martinez worked for Lanham as a non-exempt "Pastry Cook" from approximately April 2022 to January 2025. *See* Declaration of Lizbeth Martinez in Support of Approval of Class Action Settlement ("Martinez Decl."), ¶ 3. Plaintiff King worked for Langham as a non-exempt "In-room Coordinator" from December 2021 to November 2025. *See*

Declaration of Fiona King in Support of Approval of Class Action Settlement ("King Decl."), ¶ 2.

On April 9, 2025, Plaintiff Rahaim filed her Class Action Complaint in Los Angeles County Superior Court, alleging that Langham: (i) failed to pay all minimum wages; (ii) failed to pay all overtime wages; (iii) failed to provide all lawful meal periods; (iv) failed to authorize and permit all legally compliant rest periods; (v) failed to issue accurate, itemized wage statements; (vi) failed to reimburse for all necessary business expenditures; and (vii) engaged in unfair competition in violation of California Business & Professions Code § 17200 *et seq*. Blakely Decl., ¶ 9. On the following day, April 10, 2025, Plaintiff Rahaim sent her PAGA notice letter to the LWDA. *Id.*; **Exhibit 2** (LWDA Letter). Subsequently, on June 16, 2025, Plaintiff Rahaim filed a First Amended Class and Representative Action Complaint ("FAC") adding a cause of action for civil penalties under the Private Attorneys' General Act of 2004, Labor Code Section 2698, *et seq*. *Id*.

On June 17, 2025, Plaintiff Martinez filed a class action complaint against Langham in Los Angeles County Superior Court, in the matter entitled *Lizbeth Martinez v. Langham Hotels Pacific Corporation dba The Langham*, Case No. 25STCV17624 (the "Martinez Class Action"). Declaration of Jasmine Y. Kianford In Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement ("Kianford Decl."), ¶ 12. On June 16, 2025, pursuant to Labor Code section 2699.3, subd. (a), Plaintiff Martinez gave written notice to Langham and the LWDA of Langham's alleged violations of PAGA and the specific Labor Code violations alleged to have been committed. *Id.*, ¶ 11, Exh. 2. On August 21, 2025, Plaintiff Martinez filed a separate action for civil penalties under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *et seq*. against Langham in the Los Angeles County Superior Court, in the matter entitled *Lizbeth Martinez v. Langham Hotels Pacific Corporation dba The Langham*, Case No. 25STCV24715 (the "Martinez PAGA Action"). *Id.*, ¶ 13. On January 15, 2026, Plaintiff Martinez and Plaintiff King gave written notice to Langham and the LWDA of Plaintiff King's intention to be added as a named plaintiff in the Martinez PAGA Action. *Id.*, ¶ 14, Exh. 3.

As part of the Settlement, on August 26, 2026, the Parties filed the Joint Stipulation For

Leave to File Consolidated Second Amended Class and Representative Action Complaint with the Consolidated Second Amended Class and Representative Action Complaint ("SAC" or "Operative Complaint") attached as Exhibit A. The proposed SAC added Lizbeth Martinez and Fiona King as named Plaintiffs in the Rahaim Action as well as the claims alleged in the Martinez Class Action and Martinez PAGA Action. The SAC alleges the following causes of action: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) failure to reimburse for all necessary business expenditures; (7) unfair competition in violation of Cal. Business & Professions Code § 17200, *et seq*.; (8) civil penalties under PAGA; (9) failure to provide one day's rest in seven; (10) failure to timely pay wages during employment; (11) waiting time penalties; (12) failure to keep required payroll records and maintain accurate records; and (13) failure to pay all unused and accrued vacation at separation. The SAC was filed on August 31, 2026. Blakely Decl., ¶ 9.

B. PLAINTIFFS' CLAIMS AND LANGHAM'S DEFENSES

1. Arbitration Agreements

As an initial matter, Langham asserts that nearly all Settlement Class members signed valid and enforceable arbitration agreements. Blakely Decl., ¶ 14. Setting aside any arguments as to the merits of Plaintiffs' claims, Langham contends that absent settlement, a class-wide recovery was not possible and that only PAGA civil penalties could potentially be recovered on behalf of a subset of the Settlement Class members. *Id*. As such, Langham contends that absent its agreement to not raise the arbitration agreements as an affirmative defense, any recovery to the Settlement Class members through a representative action would be limited to only the employees' potential 35% share of PAGA civil penalties. *Id.*

2. Off-The-Clock Claims

Plaintiffs assert that Langham failed to maintain accurate records of the hours actually worked by Settlement Class Members resulting in unpaid wages throughout the Class Period. Blakely Decl., ¶ 15. Specifically, Plaintiffs allege that at the beginning of their shift Langham required them and other employees to don their uniform and prepare their workstation prior to being able to clock-in for their shift. *Id*. Plaintiffs further contend that at the end of their shift,

Langham required them to clock-out for their shift prior to doffing their uniform and dropping it off at the laundry room. *Id.* Because Langham required said donning and doffing to be conducted off-the-clock, Plaintiffs contend that they and other non-exempt employees were not paid at least minimum wage for all hours worked during their employment. *See* Labor Code §§ 1197 and 1182.12 (establishing the right of employees to be paid minimum wages for all hours worked); Wage Order 5, § 2(H) ("'Hours Worked' means the time during which an employee is subject to the control of an employer…").

In response, Langham maintains they accurately recorded and properly paid all wages for all hours worked by the Settlement Class Members. Blakely Decl., ¶ 15. Langham denies they required employees to don and doff their uniform off-the-clock and that its written policies specifically inform employees that doing any work off-the-clock is forbidden. *Id*. Further, Langham asserts that it gives employees multiple uniforms and allows employees to take their uniforms home. *Id.* On this basis, Langham contends that employees do not need to report to the laundry room to retrieve a uniform or drop off their uniform at the end of their shift. *Id.* Langham further contends that this claim is not suitable for class treatment as it requires individualized inquiries into whether any employee was (1) required to perform work while off-the-clock on any given day, (2) whether any employee actually did perform work off-the-clock, and (3) whether Langham should have been aware that any employee was working off-the-clock. *Id.* Langham argues that class certification would be increasingly difficult for this claim as such off-the-clock work is inherently not recorded, and determining exactly how much time employees purportedly worked off-the-clock each day would result in an unmanageable series of mini-trials. *Id*.

3. <u>Meal Period Claims</u>

Plaintiffs allege that due to Langham' scheduling policies/practices, first meal periods were frequently late (commencing after the fifth hour of work) and/or short (i.e., less than a full 30 minutes). Blakely Decl., ¶ 16. Plaintiffs further allege that they were often interrupted during their meal periods as they were required to carry mobile devices during the entirety of their shift and respond whenever a call came in. *Id*. Plaintiffs further alleges that Settlement Class members were not provided with second meal periods when they worked shifts in excess of 10.0 hours in

a workday. *Id*., at ¶ 17.

Langham counters that it has maintained compliant written meal period policies throughout the Class Period and has always provided compliant meal periods in line with those policies. Blakely Decl., ¶ 16. Langham further contends that it always provides employees the opportunity to take meal periods and is not required to *ensure* they are taken. *Id.*; *see Brinker Rest. Corp. v. Sup. Ct.*, 53 Cal.4th 1004, 1034 (2012) (rejecting "ensure" standard). Thus, Langham argues that any non-compliant meal periods resulted from lawful employee waiver or choice, rather than any policy and/or practice of Langham. Blakely Decl., ¶ 16. With regard to Plaintiffs' allegations regarding the mobile devices, Langham contends that employees are not required to carry any mobile devices during their meal period or throughout their shift. *Id.* With respect to second meal periods, Langham asserts that many employees choose to waive their second meal periods on shifts over 10.0 hours and under 12.0 hours, as they may do under Labor Code § 512(a), so that they do not need to stay at work for an extra unpaid 30 minutes. *Id.,* at ¶ 17. Further, Langham represents that if an employees' time records reflect a non-compliant meal period, Langham pays employees a meal period premium. *Id*., at ¶ 16. Finally, Langham maintains Plaintiffs' meal period claim is not suited for class certification since individual inquiries would be needed to assess which employees, if any, took non-compliant or missed meal periods, how many meal periods were non-compliant or missed, the reasons why a particular employee did not take a meal period on a particular shift, and for second meal periods, whether they waived the meal period. *Id*., ¶¶ 16-17.

4. <u>Rest Period Claims</u>

Plaintiffs allege that Langham failed to authorize and permit all legally compliant off-duty rest periods due to chronic understaffing and the work demands imposed on employees by Langham. Blakely Decl., ¶ 18. Plaintiffs further allege that Langham required employees to remain on-call during their rest periods and to answer work calls during their rest periods. *Id.*

Langham counters that it has maintained compliant written rest period policies throughout the Class Period and has always authorized and permitted employees a 10-minute rest period for each four (4) hours worked, or major fraction thereof, as required under the Wage Order, and that

any failure to take rest periods was a result of employee choice, rather than any Langham policy and/or practice. Blakely Decl., ¶ 18. Langham further alleges that, as with meal periods, employees should not be carrying their mobile devices during their rest periods or responding to any work communications during their rest periods. *Id.* Langham also argues that Plaintiffs' rest period claim is not amenable to class treatment, since individual inquiries would be required to determine which employees failed to take rest periods, how many rest periods they failed to take, and the reasons why each employee failed to take rest period(s) on a particular shift. *Id*. These manageability concerns are especially present with respect to rest period claims, Langham argues, given that rest periods are not recorded. *Id*.

5. Unreimbursed Business Expenses

Plaintiffs contend that Settlement Class members were required to use their personal cell phone to communicate with their coworkers and managers and that despite this requirement, Langham failed to reimburse Settlement Class members for all cell phone expenses incurred, in violation of Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employer for all necessary expenditures or losses incurred by the employee in direct consequences of the discharge of his or her duties."). Blakely Decl., ¶ 19; *see also, Cochran v. Schwan's Home Service, Inc*., 228 Cal.App.4th 1137 (2014).

In response, Langham contends that it properly reimbursed employees for all necessary business expenditures throughout the Class Period, including cell phone expenses. Blakely Decl., ¶ 19. Langham further contends that it was not necessary for employees to use their cell phones for business purposes as every member of staff has access to multiple landlines. *Id.* Accordingly, any phone-related expense would not have been reasonable or necessary. *See Gattuso v. Harte-Hanks Shoppers, Inc.*, 42 Cal.4th 554, 568 (2007) ("In calculating the reimbursement amount due under section 2802, the employer may consider not only the actual expenses that the employee incurred, but also whether each of those expenses was 'necessary,' which in turn depends on the reasonableness of the employee's choices"); *Grissom v. Vons Cos., Inc.* (1991) 1 Cal.App.4th 52, 58 ("ascertaining what was a necessary expenditure will require an inquiry into what was reasonable under the circumstances."); Blakely Decl., ¶ 19. Langham further maintains that it has

always allowed its employees to seek reimbursement for use of their cell phones. *Id.* Langham further maintains that any alleged failure to reimburse business expenses were not experienced on a class-wide basis, and that every reimbursement request would have to be reviewed on a case by case basis (as to whether, among other things, the expense was "reasonable"), making this claim unsuitable for certification. *Id.*

6. Waiting Time Penalties

As a result of the unpaid wages and unpaid meal and rest period premium wages described above, Plaintiffs allege that Langham failed to comply with its final pay obligations set forth in Labor Code §§ 201-203. Blakely Decl., ¶ 20. Plaintiffs further contend that Langham failed to pay employees for all sick pay at the correct rate as well as pay all vacation wages owed at the time of separation from employment. *Id.*

In response, Langham argues that it possesses strong, good faith defenses to all of Plaintiffs' underlying claims, thus precluding recovery of waiting time penalties, which are only available for the "willful" failure to pay wages. Blakely Decl., ¶ 20; *see also* 8 Cal. Code Regs. § 13520 ("[A] good faith dispute that any wages are due will preclude imposition of waiting time penalties under Section 203 . . . A 'good faith' dispute that any wages are due occurs when an employer presents a defense, based in law or fact which, if successful, would preclude any recovery on the part of the employee."). Langham further asserts that it has always paid employees their vacation wages at the time of separation to the extent they are owed any. Blakely Decl., ¶ 20. Langham further argues that Plaintiffs' waiting time penalty exposure was grossly inflated as not every former employee experienced the alleged Labor Code violations. *Id.* Moreover, because the waiting time claim is derivative of Plaintiffs' underlying wage claims, Plaintiffs would need to overcome Langham' defenses, both as to class certification and on the merits, as to their underlying claims. *Id*.

7. Wage Statement Claims

As a further result of the unpaid wages and unpaid meal and rest period premium wages described above, Plaintiffs allege that Langham is liable for wage statement penalties. Blakely Decl., ¶ 21. However, Langham argues any alleged wage statement violations were not "knowing

and intentional," and Plaintiffs cannot show they or other employees "suffer[ed] injury" due to the alleged wage statement violations, as required by Labor Code § 226(e) for the imposition of penalties. Blakely Decl., ¶ 21. Further, Langham contends its wage statements always accurately reflected hours worked and amounts paid as well as all other required information, precluding liability for wage statement penalties under *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal.App.5th 1308, 1336-37 (2018) (agreeing with employer's "commonsense position that the pay stubs were accurate in that they correctly reflected the hours worked and the pay received…The purpose of section 226 is to *document* the *paid wages* to ensure the employee is fully informed regarding the calculation of those wages.") (Italics in original).

8. PAGA Civil Penalties

As a result of the foregoing Labor Code violations, Plaintiffs allege that Langham is liable for civil penalties under the PAGA. Blakely Decl., ¶ 22. However, Langham argues that since Plaintiffs' PAGA claim is derivative of Plaintiffs' underlying wage claims, the PAGA claim would fail with those claims. Blakely Decl., ¶ 22; *see Price v. Starbucks Corp*. 192 Cal.App.4th 1136, 1147 (2011) ("Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail."). Langham further maintains that, given its good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Langham liable for any of Plaintiffs' claims. Blakely Decl., ¶ 22; *see* Lab. Code § 2699(e)(2); *Thurman v. Bayshore Transit Mgmt., Inc*. 203 Cal.App.4th 1112, 1135 (2012) (affirming reduction of PAGA penalties); *Fleming v. Covidien Inc*., Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047, at *4 (C.D. Cal. 2011) (reducing PAGA penalties by over 82% in part because employer "not aware" of violations); *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 529 (2018) (affirming PAGA civil penalty of just $5 per pay period where employer made "good faith attempts" to comply with the law).

C. DISCOVERY AND MEDIATION

In connection with mediation, the Parties engaged in extensive informal discovery. Blakely Decl., ¶ 10. Langham produced timekeeping and payroll data for the entire putative class. *Id*. Langham also produced its employee handbook in use during the Class Period, as well as other

documents and information. *Id.* Plaintiffs hired a labor economist with a Ph.D. in economics to assist Plaintiffs in conducting a comprehensive analysis of the payroll and timekeeping data produced by Langham to create a detailed exposure analysis for all claims at issue. *Id*. This discovery allowed the Parties to assess the merits and value of Plaintiffs' claims, the chances of certification of Plaintiffs' claims, and Langham' potential defenses. *Id*.

On March 25, 2026, the Parties participated in a full-day mediation with Steve Serratore, Esq., a well-respected wage and hour class action mediator. Blakely Decl., ¶ 11. During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiffs' claims, and the legal basis for the claims and defenses. *Id*. At the conclusion of the mediation, Mr. Serratore issued a mediator's proposal for a class-wide settlement, which was accepted by both sides. *Id*. During the months that followed, the Parties finalized the terms of the Settlement and executed the long-form Settlement Agreement before the court. *Id*.

III. THE PROPOSED SETTLEMENT

A. ESSENTIAL TERMS OF THE SETTLEMENT

If the Court preliminarily approves the Settlement, Langham will pay a Gross Settlement Sum of $685,000.00. *See* Settlement, § 4. Significantly, this Settlement is non-reversionary, and no Settlement Class member will have to submit a claim form to receive an Individual Settlement Payment. *Id*. Each Settlement Class member will automatically receive an Individual Settlement Payment unless they affirmatively opt out of the Settlement. *Id*. The monetary terms of the Settlement are summarized below:

• Gross Settlement Sum:	$685,000.00
• Minus Court-approved attorneys' fees:	$228,333.33
• Minus Court-approved verified costs (up to):	$45,000.00
• Minus Court-approved Enhancement Payments:	$22,500.00
• Minus amount set aside as PAGA penalties:	$40,000.00
• Minus estimated settlement administration costs:	$10,550.00
Net Settlement Amount ("NSA"):	$338,616.67
• Plus 35% "PAGA Amount" to Settlement Class:	$14,000.00
Total Amount Paid to Settlement Class members:	**$352,616.67**

1. The Settlement Provides for Reasonable Monetary Payments

After deducting amounts for the Court-approved attorneys' fees and costs, Class Representative Enhancement Payments to Plaintiffs, the amount set aside as PAGA civil penalties, and settlement administration costs, the Settlement requires Langham to pay a Net Settlement Amount ("NSA") of at least $338,616.67 to all Settlement Class members who do not timely opt out. *See* Settlement, § 5(A). The NSA shall be distributed to all participating Settlement Class members based on each participating Settlement Class member's proportionate workweeks worked during the Class Period. *See* Settlement, § 5(B)(i). Additionally, Fourteen Thousand Dollars ($14,000.00) of the Gross Settlement Sum has been designated as the "PAGA Amount" and shall be distributed to the Aggrieved Employees (including those who submit a valid and timely Request for Exclusion from the class action settlement) who were employed during the PAGA Period (i.e., April 10, 2024 through preliminary approval) proportionally based on the number of pay periods worked during that time period. *Id*., at §§ 2, 5(C).

According to Langham, there are approximately 685 Settlement Class members. Blakely Decl., ¶ 13. Therefore, the average Individual Settlement Payment from the NSA is projected to be approximately $494.33. *Id*. There are also approximately 572 Aggrieved Employees during the PAGA Period who will each receive an average of approximately $24.48 from the PAGA Amount. *Id*.

Settlement Class members will have forty-five (45) calendar days from the mailing of the Notice Packets to opt out or object to the Settlement, thereby providing ample time to review the Class Notice without unduly delaying the Settlement. *See* Settlement, §§ 10(C)-(D). Those Settlement Class members who do not opt out of the Settlement will be bound by its terms and will release all claims against Langham included within the Settlement. *See Id*., at § 3(A).

2. Attorneys' Fees and Costs, Enhancement Payments, and PAGA Payment

Plaintiffs will apply for Class Representative Enhancement Payments at the time of seeking final approval of the proposed class action settlement in the amount of $7,500.00 each for their service to the Settlement Class. *See* Settlement, §§ 4(C)(3), 7; Blakely Decl., ¶ 26. "[I]ncentive awards are fairly typical in class action cases . . . and are intended to compensate

class representatives for work done on behalf of the class [and] to make up for financial or reputational risk undertaken in bringing the action." *In re Cellphone Fee Termination Cases,* 186 Cal.App.4th 1380, 1393-94 (2010). As will be fully briefed at the time of final approval, Plaintiffs' requested Enhancement Payments are intended to recognize the time and effort Plaintiffs expended on behalf of the Settlement Class, including providing substantial factual information and documents to Class Counsel, discussing the claims and theories at issue in the litigation, actively participating in the prosecution of their claims, as well as the significant risks Plaintiffs undertook by agreeing to serve as the named plaintiffs in this case. *See* Blakely Decl., ¶ 26; *see also* Rahaim Decl., ¶¶ 6-8; Martinez Decl., ¶¶ 4-9; King Decl., ¶¶ 4-9.

Class Counsel will also apply for an attorneys' fees award of one-third of the Gross Settlement Sum, which is currently estimated to be $228,333.33, and up to $45,000.00 in verified costs reimbursement. *See* Settlement, §§ 4(C)(4), 6; Blakely Decl., ¶ 25. Plaintiffs submit that the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. *Id*. Class Counsel has incurred substantial attorneys' fees conducting pre-filing investigation, analyzing Plaintiffs' claims, conducting legal research, conducting extensive informal discovery, analyzing Settlement Class members' timekeeping and payroll records with the help of a retained expert, creating a comprehensive damages model, preparing for and attending mediation, negotiating and preparing the long-form Settlement Agreement, preparing this Motion, and otherwise litigating the case. *Id*. Class Counsel expects to expend additional attorney time in attending the hearing on this Motion, overseeing the Notice process and fielding questions from Settlement Class members, preparing the Final Approval papers, and attending the Final Approval hearing. *Id*.

California courts recognize that an appropriate method for awarding attorneys' fees in class actions is to award a percentage of the "common fund" created as a result of a settlement. *See, e.g., Laffitte v. Robert Half Int'l, Inc.,* 1 Cal.5th 480, 506 (2016) (holding "the percentage of fund method survives in California class action cases"). Class Counsel's request for fees of one-third of the Gross Settlement Sum is well within the range of reasonableness and indeed is considered the typical rate for common fund settlements. Historically, courts have awarded

percentage fees in the range of 20% to 50%, depending on the circumstances of the case. *See* 4 Newberg on Class Actions § 14.6 (4th Ed. 2013).

Class Counsel submit that their request for attorneys' fees is reasonable when viewed as an overall percentage of the Settlement and in light of the substantial risks and significant work undertaken, the results obtained, and the efficiency with which the litigation has been conducted. Should the Court grant preliminary approval, Class Counsel will seek an award of attorneys' fees and verified costs upon seeking final approval.

Additionally, the parties have agreed to designate $40,000.00 of the Gross Settlement Sum as PAGA civil penalties, of which $26,000.00 (65%) will be paid to the LWDA, with the remaining $14,000.00 (35%) for distribution to the Aggrieved Employees, as the PAGA requires such penalties to be allocated per Labor Code § 2699(i). *See* Settlement, § 4(C)(5). Plaintiffs submit this allocation to the LWDA for civil PAGA penalties is appropriate. *See, e.g., Chu v. Wells Fargo Investments, LLC*, Case No. C 05-4526 MHP, 2011 WL 672645 at *1 (N.D. Cal. 2011) (approving PAGA payment of $7,500 to LWDA out of $6.9 million common-fund settlement); *Lazarin v. Pro Unlimited, Inc.*, Case No. C11-03609 HRL, 2013 WL 3541217 (N.D. Cal. 2013) (approving PAGA payment of $7,500 to LWDA out of $1.25 million common-fund settlement).

IV. ARGUMENT

A. PRELIMINARY APPROVAL IS WARRANTED

California Rule of Court 3.769 conditions settlement of a class action on court approval, which is generally evaluated under the federal standards applicable under Rule 23 of the Federal Rules of Civil Procedure. *See Reed v. United Teachers Los Angeles*, 208 Cal.App.4th 322, 337 (2012) (Rule 3.769 requires trial court to determine "that the settlement is fair, reasonable and adequate to all concerned"); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998) (Rule 23(e) requires the trial court to determine "whether a proposed settlement is fundamentally fair, adequate, and reasonable"). Settlement is the preferred means of dispute resolution, particularly in complex class action litigation. *See In re Syncor ERISA Litig.*, 516 F.3d 1095, 1101 (9th Cir. 2008). The Court's role in evaluating a proposed settlement is limited to ensuring that the

agreement taken as a whole is fair. *See* e.g., *Hanlon*, supra, 150 F.3d at 1027. There is an initial presumption of fairness where, as here, the Settlement was negotiated at arm's-length by class counsel and with the assistance of an experienced wage and hour class action mediator. *See e.g.*, *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 130 (2008).

1. Standard for Preliminary Approval

To make a fairness determination, the Court should consider several factors, including: "the strength of Plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, [and] the experience and views of counsel." *Dunk v. Ford Motor Co.,* 48 Cal.App.4th 1794, 1801 (1996). "The list of factors is not exclusive, and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." *Wershba v. Apple Computer, Inc.,* 91 Cal.App.4th at 245 (2001). As discussed below, the proposed Settlement is fair, adequate, and reasonable in light of the overall balance of factors in this case.

a. The Strength of Plaintiffs' Case

Although Plaintiffs steadfastly maintain that their claims are meritorious, Plaintiffs acknowledge that there were substantial risks and uncertainty in proceeding with litigation. As described above in section II.B., *supra*, Langham presented multiple defenses to Plaintiffs' claims, both on the merits and with respect to class certification. Thus, while Plaintiffs were prepared to litigate these claims through class certification and ultimately trial, success was far from certain.

b. Risk, Expense, Complexity, and Duration of Further Litigation

Although the Parties engaged in significant informal discovery prior to mediation, the Parties still had significant formal discovery to complete had the matter not been settled. Blakely Decl., ¶ 24. This would have required the expenditure of substantial time and resources by both Parties that would have very likely spanned several years. *Id*. Even if Plaintiffs were to certify the classes, the Parties would incur considerably more attorneys' fees and costs through a possible decertification motion, motion to compel arbitration, trial, and possible appeal. *Id.* This

Settlement avoids those risks and the accompanying expense. *Id.*

c. Risk of Maintaining Class Action Status

Plaintiffs have not yet filed their motion for class certification, and as such, the extent to which Plaintiffs' proposed classes were certifiable is somewhat speculative, especially considering Langham's arbitration agreements which contain class action waivers. Absent settlement, there was a risk that there would not be a certified class at the time of trial, or if there were, it would consist of a significantly smaller group of employees than the proposed Settlement Class (either due to a narrowing of the class definition in a Court order on a contested motion for class certification, or through settlement agreements entered into by Langham with individual class members by way of *Pick Up Stix* type settlement agreements[3]), and the expected recovery could be significantly reduced, given the settlement amounts that are typically offered through the *Pick Up Stix* process. Thus, this factor, too, supports preliminary approval of the settlement.

d. Amount Offered in Settlement Given Realistic Value of Claims

The Settlement provides a positive recovery for the Settlement Class in the face of disputed claims. Plaintiffs conducted a detailed analysis of alleged unpaid wages, meal and rest period premium payments owing, unpaid expense reimbursements, wage statement penalties, waiting time penalties, and PAGA civil penalties. The results of Plaintiffs' exposure analysis are summarized below:

Unpaid Wages: **$61,312**

Plaintiffs contend that Langham failed to pay for all hours worked due to its failure to pay employees for their time spent donning and doffing work gear. Blakely Decl., ¶ 15. Plaintiffs contend that as a result of this practice, Langham failed to pay employees for at least 10 minutes each shift. *Id.* Plaintiffs' expert calculated that Settlement Class members worked approximately

[3] In *Chindarah v. Pick Up Stix, Inc.*, 171 Cal.App.4th 796 (2009), the Court of Appeal held an employer may enter into pre-certification settlement agreements with individual putative class members in which the putative class members release claims for past unpaid wages and penalties in exchange for consideration. The Court further held that such settlements could preclude those individual employees from recovery in class action litigation against the employer for the same wage claims.

242,421 shifts during the Class Period and that the average hourly rate for Settlement Class members was $24.28. *Id.* Therefore, Plaintiffs calculated Langham's maximum potential exposure on their unpaid wage claims at $980,997 (242,421 shifts * 10 minutes per shift/60 minutes * $24.28 average rate). *Id*.

Langham argues they paid employees for all hours actually worked and that employees were not required to don or doff their work gear off-the-clock. Blakely Decl., ¶ 15. Langham maintains that it provided employees with multiple sets of uniforms so employees could take their uniforms home should they wish to do so. *Id.* Langham also argues that to the extent employees chose not to take their uniform home and instead donned their uniform at work, they clocked in prior to donning their uniform. *Id.* Further, Langham asserts that this claim requires individualized inquiries into exactly how much time each employee purportedly spent while off-the-clock on any given day, which is increasingly difficult since off-the-clock time is inherently not recorded, resulting in an unmanageable series of mini-trials. *Id*. Plaintiff therefore discounted the maximum potential exposure by 75% for the risk of non-certification and potential inability to proceed on a classwide basis due to the arbitration agreements, and 75% for the risk of being unsuccessful on the merits, to arrive at an estimated exposure of $61,312. *Id*.

First Meal Period Violations: **$137,866**

Plaintiffs allege that Langham failed to provide compliant first meal periods to its non-exempt employees due to its policy and practice of interrupting employee meal periods and requiring employees to remain on call during their meal periods. Blakely Decl., ¶ 16. Plaintiffs allege that this affected approximately 25% of employee meal periods. *Id.* Plaintiffs' expert calculated that Settlement Class members worked approximately 216,086 meal period eligible shifts. *Id.* Plaintiffs' expert's analysis also reflects that Langham paid 8,596 meal period premiums. *Id.* Therefore, Plaintiffs calculated Langham's maximum exposure for first meal period violations at approximately $1,102,931 ([216,086 meal period eligible shifts * 25% violation rate – 8,596 meal period premiums paid] * $24.28 average meal period premium). *Id*.

However, as noted above, Langham contends that it maintained compliant meal period policies throughout the Class Period and provided compliant meal periods in line with those

policies. Blakely Decl., ¶ 16. Langham asserts that evidence of its meal period compliance is shown in its employees' timekeeping records which reflect a 96% compliance rate. *Id.* Langham also asserts that under *Brinker* it is only required to "provide" the opportunity to take meal periods, not "ensure" meal periods are taken, and that, as described above, it has always done so, and that any non-complaint first meal periods were the result of lawful employee waiver or choice. *Id.* Langham further asserts that it automatically paid a meal period premium for every shift for which the timekeeping records reflect a non-compliant meal period further illustrating its efforts to provide employees with compliant meal periods. *Id.* Langham also maintains that the first meal period claim is not suited for class certification, since individual inquiries would be needed to assess which employees took non-compliant meal periods or missed meal periods, how many meal periods were non-compliant or missed, and the reasons why a particular employee did not take a compliant meal period on a particular shift. *Id.* In light of these defenses and arguments, Plaintiffs discounted Langham's maximum exposure by 75% for the risk of non-certification and potential inability to proceed on a classwide basis due to the arbitration agreements, and an additional 50% to account for Langham's defenses on the merits or failing to recover the full amount sought, to arrive at an estimated total of approximately $137,866. *Id.*

Second Meal Period Violations: **$15,375**

Plaintiffs' expert's analysis of the timekeeping data revealed that there were approximately 5,066 shifts in excess of 10.0 hours during the Class Period without a compliant second meal period. Blakely Decl., ¶ 17. Plaintiffs therefore calculated Langham's maximum exposure for second meal period violations at approximately $123,002 (5,066 non-compliant second meal periods * $24.28 average premium). *Id*.

However, Plaintiffs' theory of liability carried significant risks of both non-certification and on the merits if Plaintiffs were able to certify this claim, based on, *inter alia*, Langham's argument that it has maintained compliant written meal period policies throughout the Class Period, and that Settlement Class members voluntarily waived their second meal period on shifts in excess of 10.0 hours but less than 12.0 hours per Labor Code § 512. Blakely Decl., ¶ 17. As with Plaintiffs' first meal period claim, Langham argues that individualized inquiries would

preclude class certification for this claim as well. *Id*. In light of these risks, Plaintiffs discounted the maximum amount that the class could potentially recover by 75% for risk of non-certification and potential inability to proceed on a classwide basis due to the arbitration agreements, and an additional 50% for the risk of losing on the merits, or having exposure reduced due to Langham's waiver arguments, to arrive at an estimated exposure of approximately $15,375. *Id*.

Rest Period Violations: **$144,022**

During the Class Period, Plaintiffs allege that they and other non-exempt employees were not authorized and permitted to take all legally compliant rest periods, due to chronic understaffing and the work demands imposed upon them by Langham. Blakely Decl., ¶ 18. Plaintiffs contend that they were also required to remain on call and that their rest periods were at times interrupted due to work demands. *Id.* Based on Plaintiffs' expert's analysis of employee timekeeping records, there were approximately 237,268 shifts in excess of 3.5 hours worked by Settlement Class members during the Class Period, and Plaintiffs asserts that employees were not permitted to take a full, uninterrupted 10-minute rest period during at least 25% of shifts, resulting in a maximum exposure of approximately $1,440,217 (237,268 rest period shifts * 25% violation rate * $24.28 average premium). *Id*.

However, as discussed above, Langham argues that it always maintained and enforced lawful rest period policies and practices during the Class Period. Blakely Decl., ¶ 18. Langham also maintains that any failure to take rest periods was the result of employee waiver or choice, and that it is not required to police rest periods. *Id.* Langham further maintains that employees were not required to remain on call during their rest periods and that any choice by employees to cut their rest periods short in order to respond to work demands was voluntary. *Id.* Langham further argues that Plaintiffs' rest period claim is not amenable to class treatment as individualized inquiries would be required to determine which employees failed to take rest periods, and the reasons why each employee failed to take a rest period on a particular shift. *Id*. These considerations are particularly present with respect to rest periods, Langham argues, as rest periods are not—and need not be—recorded. *Id*. In light of these defenses, Plaintiffs discounted the maximum amount that the class could potentially recover by 75% for risk of non-certification

and potential inability to proceed on a classwide basis due to the arbitration agreements, and discounted an additional 60% for risk of being unsuccessful on the merits or failure to recover the full amount sought, to arrive at a projected exposure of approximately $144,022. *Id*.

Unreimbursed Business Expenses: **$18,639**

Plaintiffs allege the Settlement Class Members are owed approximately $10 each month as a reasonable portion of their cell phone bills covering work related communications. Blakely Decl., ¶ 19. Therefore, Plaintiffs calculated Langham's potential exposure on this claim at $135,560 ($10 reimbursement * 13,556 work-months of cellular phone billing). *Id*.

However, Langham contends that they provide all employees with expense reimbursements as evidenced by their written policy to reimburse all reasonable and necessary business expenditures and that, to the extent that any expenses were not reimbursed, they were not reasonably incurred or submitted to Langham. Blakely Decl., ¶ 19. Langham also maintains that this claim is not certifiable because it would require a series of mini-trials to determine which employees were required to use their cellular phone for business purposes and whether using their cellphone was necessary, particularly in light of the various landlines available throughout the property. *Id*. Given these potential defenses, Plaintiffs discounted Langham's maximum exposure by 75% for the risk of non-certification and potential inability to proceed on a classwide basis due to the arbitration agreements, and 45% for the risk of being unsuccessful on the merits or obtaining reduced damages, to arrive at an estimated exposure of $18,639. *Id*.

Waiting Time Penalties: **$130,452**

Langham's records show approximately 199 Settlement Class members who separated their employment with Langham since April 17, 2023, and are therefore eligible for waiting time penalties. Blakely Decl., ¶ 20. Based on an hourly rate of $24.28, Plaintiffs estimated the average waiting time penalty per former employee to be approximately $5,827 ($24.28 * 8 hours per day * 30 days). *Id*. Therefore, Plaintiffs calculated Langham's maximum exposure for potential waiting time penalties to be approximately $1,159,573 (199 former employees * $5,827 average penalty). *Id*.

Langham presented several defenses to this claim, most notably their assertion that

because they possessed good-faith defenses to the underlying claims, any failure to pay wages was not "willful" as a matter of law. Blakely Decl., ¶ 20. Langham further asserts that Plaintiffs' waiting time penalty exposure was grossly inflated as not every former employee experienced the alleged Labor Code violations. *Id*. Moreover, because the waiting time claim is derivative of Plaintiffs' underlying wage claims, Plaintiffs would need to overcome Langham's defenses, both as to class certification and on the merits, as to their underlying claims. *Id*. To account for Langham's defenses, Plaintiffs discounted the maximum exposure by 75% for the risk of non-certification and potential inability to proceed on a classwide basis due to the arbitration agreements and an additional 55% for the risk of losing on the merits and/or not receiving the maximum penalties sought, to arrive at an estimated exposure of approximately $130,452. *Id*.

Wage Statement Penalties: **$91,520**

Plaintiffs allege that Langham is liable for wage statement penalties as a result of the alleged unpaid wages and unpaid meal and rest period premiums. Blakely Decl., ¶ 21. Those penalties are calculated as $50 for each "initial" violation and $100 for each "subsequent" violation, with a maximum of $4,000 per employee. *Id.; see* Labor Code § 226(e). Plaintiffs' analysis reflected that there were approximately 572 unique employees and approximately 41,180 pay periods worked during the liability period applicable to Plaintiffs' wage statement claim. *Id*. Therefore, using the maximum amount of $4,000 per employee, Plaintiffs calculated Langham's maximum exposure for potential wage statement penalties to be approximately $2,288,000 (572 employees * $4,000 max penalty). *Id*.; *see also* Labor Code § 226(e).

In light of Langham's arguments that no violations occurred, that employees suffered no "injury," that any alleged violations were not "knowing and intentional," that the wage statements always accurately reflected hours worked and amounts paid to employees, as well as risks associated with Plaintiffs' underlying claims discussed above, Plaintiffs discounted the maximum exposure by 80% for risk of non-certification and potential inability to proceed on a classwide basis due to the arbitration agreements, and by an additional 80% for risk of being unsuccessful on the merits, for an estimated realistic exposure of approximately $91,520. Blakely Decl., ¶ 21.

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PAGA Penalties: **$123,540**

Plaintiffs estimate a maximum total PAGA exposure of approximately $4,118,000 (41,180 pay periods * $100 "initial" penalty). Blakely Decl., ¶ 22; *Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1207 (2008) (finding "initial" violation rate applies until employer is notified that it is violating a Labor Code provision). However, these penalties derive from the underlying wage and hour violations discussed above, which Langham disputes vigorously. Blakely Decl., ¶ 22; *see e.g.*, *Green v. Lawrence Service Co.* 2013 WL 3907506, *5, n.5 (C.D. Cal. 2013) (explaining that a PAGA claim's success was determined by the merits of its underlying claims). Langham also asserts that the Court would drastically reduce any award of PAGA penalties as "confiscatory." Blakely Decl., ¶ 22; *see also Thurman v. Bayshore Transit Mgmt., Inc*., 203 Cal.App.4th 1112, 1135 (2012) (affirming reduction of PAGA penalties); *Fleming v. Covidien Inc*. (C.D. Cal. 2011) Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047, at *4 (reducing PAGA penalties from $2.8 million to $500,000). Therefore, Plaintiffs discounted the maximum figure by 80% for the risk of losing on the merits and/or not recovering a PAGA penalty for each and every pay period, and an additional 85% to account for the possibility of this Court reducing penalties, to arrive at an estimated exposure of approximately $123,540. Blakely Decl., ¶ 22.

Using these estimated figures for each of the claims described above, Plaintiffs predicted that the potential realistic recovery for the Settlement Class would be approximately $722,726. Blakely Decl., ¶ 23. The proposed Settlement of $685,000 represents approximately 94.8% of the reasonably forecasted recovery for the Settlement Class. *Id*. Preliminary approval is appropriate since the Settlement will provide significant monetary relief to the Settlement Class, which is consistent with what Plaintiffs' counsel believes could have been recovered had the case proceeded through trial, especially in light of Langham's arbitration agreements. *Id.*

e. The Experience and Views of Counsel

"Parties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party's expected outcome in litigation." *In re Pacific Enterprises Securities Litigation* 47 F.3d 373, 378 (9th Cir. 1995). Here, Plaintiffs are represented

by competent, experienced counsel who possess extensive experience prosecuting and defending wage-and-hour class actions and who have been appointed as class counsel in numerous cases alleging similar claims. *See* Blakely Decl., ¶¶ 2-6; *see also* Declaration of Paul K. Haines ("Haines Decl."), ¶¶ 2-8; Declaration of Alexandra R. McIntosh ("McIntosh Decl."), ¶¶ 2-6; Kianford Decl., ¶¶ 2-10. Class Counsel, with the help of a retained expert, conducted an in-depth review of Langham's timekeeping and payroll records and drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiffs' case. The Settlement was also reached with the assistance of an experienced and respected wage-and-hour class action mediator. Blakely Decl., ¶ 11. This factor strongly supports preliminary approval of the Settlement. *See Kullar*, *supra*, 168 Cal.App.4th at 130.

2. The Preliminary Approval Standard Is Met

At this stage, the Court can grant preliminary approval of the Settlement and direct that notice be given if the proposed Settlement: (1) falls within the range of possible approval; (2) appears to be the product of serious, informed, and non-collusive negotiations; and (3) has no obvious deficiencies. *See* Manual for Complex Litigation § 30.41(3rd Ed. 1995); 4 Newberg on Class Actions § 11:24-25 (4th Ed. 2013).

a. The Settlement Is Within the Range of Possible Approval

The proposed Settlement reflects approximately 94.8% of the estimated recovery the Settlement Class could reasonably expect in light of the significant litigation risks and will provide tangible, substantial monetary compensation for hotly disputed claims. Indeed, the percentage of the liability exposure recovered in this case far exceeds percentages routinely approved by courts. *See, e.g., Glass v. UBS Finan. Servs.*, Case No. C-06-4068 MMC, 2007 WL 221862, *4 (N.D. Cal. 2007) (approving settlement representing 25% to 35% of potential damages); *Dunleavy v. Nadler*, 213 F.3d 454, 459 (9th Cir. 2000) (approving settlement representing about one-sixth of potential recovery); *Nat'l Rural Telecomm. Coop. v. DirecTV, Inc.*, 221 F.R.D. 523, 527 (C.D. Cal. 2004) ("it is well-settled law that a proposed settlement may be acceptable even though it amounts to only a fraction of the potential recovery that might be available to the Settlement Class members at trial"). Further, the average Settlement Payment of

approximately **$494.33** exceeds average payments achieved in other wage and hour class action settlements.[4] Thus, Plaintiffs submit that the proposed settlement is within the range of possible approval, such that notice should be provided to the Settlement Class members so that they can consider the Settlement. The Court will have the opportunity to again assess the reasonableness of the Settlement after the Settlement Class members have had the opportunity to opt out or object.

b. The Settlement Resulted from Serious, Informed Negotiations

The Settlement resulted from an exchange of substantial information, arm's-length negotiations by counsel, a full-day mediation before an experienced wage and hour mediator, and additional months of negotiating the long-form settlement agreement. Thus, the Settlement is entitled to an initial presumption of fairness. *See Kullar*, *supra*, 168 Cal.App.4th at 130. As discussed above, Plaintiffs carefully vetted the claims at issue and reviewed extensive timekeeping and payroll data and conducted a detailed statistical analysis of the data to arrive at his estimated classwide damages figures. *See* Blakely Decl., ¶¶ 10, 15-23. Thus, this factor supports preliminary approval.

c. The Settlement Is Devoid of Obvious Deficiencies

Preliminary approval of the Settlement is also warranted because there are no obvious

[4] *See e.g.*, *Bercea v. AE Retail West*, Case No. 34-2012-00123947 (Sacramento County Super. Ct. May 9, 2012) (average net recovery of approximately $105); *Ressler v. Federated Department Stores, Inc.*, Case No. BC335018 (Los Angeles County Super. Ct. Jan. 2, 2009) (average net recovery of approximately $90); *Palencia v. 99 Cents Only Stores*, Case No. 34-2010-00079619 (Sacramento County Super. Ct.) (average net recovery of approximately $80); *Doty v. Costco Wholesale Corp.*, Case No. CV05-3241 FMC-JWJx (C.D. Cal. May 14, 2007) (average recovery of approximately $65); *Lim v. Victoria's Secret Stores, Inc.*, Case No. 04CC00213 (Orange County Super. Ct. Jan. 20, 2006) (average net recovery of approximately $35); *Gomez v. Amadeus Salon, Inc.*, Case No. BC392297 (Los Angeles County Super. Ct. July 23, 2010) (average net recovery of approximately $20); *Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal. Dec. 17, 2008) (wage and hour class action settlement approved where average recovery was approximately $60); *Schiller v. David's Bridal, Inc.*, Case No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001 at *17 (E.D. Cal. June 11, 2012) ("Class Members will receive an average of approximately $198.70…[T]his is a substantial recovery where Defendants asserted compelling defenses to liability; Plaintiff also notes several similar actions where the gross recoveries per class member were less than $90…[T]he Court finds that the results achieved are good"); and *Williams v. Centerplate, Inc.*, Case Nos. 11-CV-2159-H-KSC, 12-CV-0008-H-KSC, 2013 WL 4525428 (S.D. Cal. Aug. 26, 2013) (average recovery of approximately $108).

deficiencies. The Settlement will provide substantial monetary relief to Settlement Class members. The amounts proposed for Class Counsel's attorneys' fees and costs, LWDA payment, and Plaintiffs' Class Representative Enhancement Payments, are all reasonable and appropriate based on the facts of this case. Because the Settlement is devoid of obvious deficiencies, this factor supports preliminary approval.

B. THE COURT SHOULD CERTIFY THE SETTLEMENT CLASS

The Settlement Class satisfies the criteria for certification of a settlement class under California law because: (1) the Settlement Class is so numerous that joinder would be impractical; (2) common questions of law and fact predominate over individual questions such that class certification is the most efficient and desirable way to maintain this litigation; (3) Plaintiffs' claims are typical of the claims of absent Settlement Class members; and (4) Plaintiffs and their counsel will fairly and adequately represent Settlement Class members' interest. *See* Cal. Civ. Proc. § 382.

1. The Proposed Class Is Ascertainable and Numerous

A class is "ascertainable" where the members "may be readily identified without unreasonable expense or time by reference to official [or business] records." *See Sevidal v. Target Corp.* 189 Cal.App.4th 905, 916 (2010) (alterations in original). Here, the proposed class is defined as all current and former non-exempt employees who worked for Langham in California during the Class Period. Therefore, Settlement Class members can be identified from Langham's personnel and employment records. Langham represents that the Settlement Class consists of approximately 685 current and former non-exempt employees. *See* Blakely Decl., ¶ 13. It would therefore be impracticable to bring all Settlement Class members before the Court or for each Settlement Class member to bring an individual lawsuit. Thus, the proposed Settlement Class satisfies numerosity. *See, e.g., Bowles v. Sup. Ct.*, 44 Cal.2d 574 (1955) (holding a class representing 10 beneficiaries of a trust sufficiently numerous).

2. Common Issues of Law and Fact Predominate

The focus in a certification dispute is not on the merits but rather on what types of questions, "common or individual," are likely to arise in the Action. *See Sav-On Drug Store, Inc.*

v. Superior Court (Rocher) 34 Cal.4th 319, 327 (2004). Plaintiffs' claims are predicated on, among other issues, Langham's uniform meal and rest period policies/practices. These types of claims are commonly held to be proper for class certification. *See e.g.*, *Benton v. Telecom Network Specialists, Inc.*, 220 Cal.App.4th 701, 726 (2013) (certifying meal and rest period claims).

3. The Claims of the Named Plaintiffs Are Typical

The typicality requirement is satisfied where class representatives have claims that are typical of those of the rest of the class. *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* 191 Cal.App.3d 1341, 1347 (1987) (finding typicality satisfied where named Plaintiff purchased the same goods as the putative class in a consumer class action). Here, Plaintiffs' claims are typical of those held by the Settlement Class members. First, Langham employed Plaintiffs as non-exempt employees during the Class Period, and Plaintiffs were subject to Langham's wage and hour policies at issue in this case. *See* Rahaim Decl., ¶ 2; Martinez Decl., ¶¶ 2-3; King Decl., ¶¶ 2-3. Second, Plaintiffs were injured by the same challenged policies/practices that allegedly injured the Settlement Class as a whole. For example, Plaintiffs assert that they were deprived of all legally compliant meal and rest periods and were required to work off-the-clock. *Id.* Plaintiffs further assert that they did not receive accurate and compliant wage statements and did not receive all wages at the time of separation of employment. *See generally*, *id*. Because Plaintiffs have suffered the same injuries as the other members of the Settlement Class, the typicality requirement is satisfied.

4. Plaintiffs and Class Counsel Will Fairly and Adequately Represent the Class

The adequacy requirement examines conflicts of interest between named parties and the class(es) they seek to represent. *See Capital People First v. State Dept. of Developmental Services* 155 Cal.App.4th 676, 697 (2007). Plaintiffs and their counsel will adequately represent the Settlement Class, as there are no conflicts between Plaintiffs and the proposed Settlement Class, and Plaintiffs possess claims that are in line with those of the Settlement Class. *See McGhee v. Bank of America* 60 Cal.App.3d 442, 450-51 (1976) (adequacy satisfied where there was no indication that Class Counsel were not qualified and the named plaintiff had no interests

antagonistic to those of the proposed class). Class Counsel also have extensive experience in wage and hour class action litigation. *See* Haines Decl., ¶¶ 2-8; Blakely Decl., ¶¶ 2-6; McIntosh Decl., ¶¶ 2-6; Kianford Decl., ¶¶ 2-10

C. THE COURT SHOULD ORDER DISTRIBUTION OF THE NOTICE

This Court should order distribution to the Settlement Class of the proposed Class Notice by U.S. Mail, postage prepaid, in English and Spanish, using the last known mailing address information provided by Langham. *See* Settlement, § 10. This manner of giving notice is the "best notice practicable" under the circumstances because it provides "individual notice to all members who can be identified through reasonable effort." *See Eisen v. Carlisle & Jacquelin* 417 U.S. 156, 173 (1974). Here, the Parties have agreed that the Settlement be administered by ILYM Group, Inc. ("ILYM"), an experienced class action settlement administrator. *See generally* Declaration of Anthony Rogers ("Rogers Decl.") and attached exhibits. Settlement Class members' addresses will be ascertainable through Langham' personnel and payroll records, which Langham will provide to ILYM within fifteen (15) business days of preliminary approval of the Settlement. *See* Settlement, § 10(A). Within ten (10) business days of receipt of the Settlement Class members' addresses, ILYM will run the names of all Settlement Class members through the National Change of Address database to update addresses and mail the Class Notice to all Settlement Class members. *Id.*, at § 10(B). To the extent that any notices are returned, ILYM will perform a "skip trace" to track any Settlement Class member's current mailing address within five (5) business days. *Id*., at § 10(F).

The content of the proposed Class Notice satisfies California Rule of Court 3.766(d) because it advises Settlement Class members of the nature of the claims, basic contentions and denials of the parties, and the key terms of the Settlement, the 45-day deadline to opt out or object to the Settlement and the procedures by which to do so, explains the recovery formula and expected recovery amount for each Settlement Class member, and advises them that they will be bound by the terms of the Settlement if they do not opt out. *See* Blakely Decl., Exh. A to Exh. 1. The proposed Class Notice will also notify Settlement Class members of the final approval hearing date and provides the Settlement Class contact information for Class Counsel and advises

Settlement Class members that they may enter an appearance through counsel if they wish to. *Id.* This manner of giving notice satisfies California Rule of Court 3.766(e) as the most reliable and cost-effective method of reaching Settlement Class members.

D. THE COURT SHOULD SET A FINAL APPROVAL HEARING

Finally, this Court should set a hearing for Final Approval of the Settlement on a date appropriately scheduled to follow the deadline by which Settlement Class members must file objections to the Settlement or opt out. *See* California Rule of Court 3.769.

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court preliminarily approve the proposed Settlement, provisionally certify the Settlement Class, and enter the Proposed Order submitted concurrently herewith.

Dated: September 9, 2026

Respectfully submitted,
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